

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



Effective from 1 November 2023

Československá obchodní banka, a.s., with its registered office at Radlická 333/150, 150 57 Prague 5, Organization ID No.: 00001350, incorporated in the Commercial Register maintained by the Municipal Court in Prague, Section B: XXXVI, Insert 46 (“ČSOB” or the “Bank”), issues the ČSOB Electronic Banking Services Business Terms and Conditions (“**Terms and Conditions**”) in accordance with the Civil Code and the Payment System Act. The legal relationships between ČSOB and Clients when providing Electronic Banking services pursuant to these Terms and Conditions will be governed by the laws of the Czech Republic; mutual communication will be in Czech unless agreed otherwise.

ČSOB provides products and services within the scope of these Terms and Conditions through ČSOB branches and Czech Post branches (collectively referred to as “Points of Sale”), or through other contractual entities, the Client Centre, the Website or the individual Electronic Banking services.

The scope of the services provided at individual Points of Sale may vary; for details, see the Website.

## I. Definitions and Terms

**Smart Application** – the ČSOB Smart Application – a mobile application installed on a smartphone or a tablet from Google Play or the App Store, in which the Authorised Persons authenticate themselves and authorise their Instructions using the selected ČSOB Identity elements.

**Smart Key Application** – the ČSOB Smart Key application – an application for mobile devices (e.g. smartphones or tablets) installed from official stores such as Google Play, the Apple App Store or Huawei AppGallery, which generates codes for the authentication of the Authorised Person and the authorisation of the Instructions entered through the Internet Banking application of the ČSOB Internet Banking service.

**Internet Banking Application** – the web application of the ČSOB Internet Banking service, available from <https://online.csob.cz> for supported web browsers specified on the public website of ČSOB, where the Authorised Person logs in using the ČSOB Identity from <https://identita.csob.cz>; after such authentication, the Authorised Person is redirected to the Internet Banking application.

**DoKapsy Application** – the application the Authorised Person may use to pay with their card virtualized in a mobile device at contactless terminals or on the Internet using the Masterpass method; in the ČSOB Internet Banking service, the Authorised Person can apply for a code used for activation or unblocking of the PIN in a manner used to authorise Instructions in the ČSOB Internet Banking and can use the code to finish the activation or the PIN unblocking process. All user information about the application is available at <https://www.csob.cz/portal/lide/ucty/dokapsy>, including the DoKapsy Application Terms of Use.

**Security Elements** – ČSOB Identity elements specified in the Terms and Conditions of ČSOB Identity, which serve for the authentication of the Authorised Person in the ELB Services, authorisation of legal actions of the Authorised Person in the ELB Services and activation of the relevant application according to the Terms and Conditions of ČSOB Identity:

- **Certificate** – I.CA Qualified Certificate, I.CA Commercial Certificate (issued by První certifikační a.s.) and one-time ČSOB Commercial Certificate (issued together with the document signing), which serve for the authentication and/or authorisation in the ELB Services. For more details, see [www.csob.cz/software](http://www.csob.cz/software).
- **PIN (for the Smart Key Application)** – a numeric code for access to the Smart Key Application, which can be entered from a keypad or a built-in biometric sensor (if ČSOB supports the technology in the given type of mobile device).
- **Smart Key** - ČSOB Identity Element for authentication and authorisation via the Smart Key Application.
- **SMS Key** – a one-time token (ČSOB Identity Element) for the authentication, authorisation or activation of an application sent to the Authorised Person at the security phone number provided in the Agreement on Identity.

**Czech Post** – a branch of the Czech Post through which ČSOB accepts requests for the establishment/ change/ cancellation of the ELB Services.

**Instruction** – an instruction of the Authorised Person delivered to ČSOB via the ELB Services for a Payment Transaction or the use of products and services provided by ČSOB and/or members of the ČSOB Group.

**Agreement** – a contractual arrangement between ČSOB and the Authorised Person regarding the ELB Services – the Authorised Person expresses his/her consent to the Terms and Conditions electronically when first logging into the ELB Services. If the Authorised Person enters into a Change in Settings of the ELB Services with ČSOB, the Change in Settings of the ELB Services becomes part of the Agreement.

**Agreement on Identity** – the Agreement on ČSOB Identity concluded between the Authorised Person and ČSOB, which includes the Identity Terms and Conditions and on the basis of which the Authorised Person is provided with a ČSOB Identity, e.g. to log into the Electronic Banking services.

**Helpdesk** – an ELB Services Helpdesk customer contact centre, the contact information for which is available at <https://www.csob.cz/portal/kontakty>.

**Identification Number** – the ČSOB Identity Identification Number, which is a numerical code assigned to the Authorised Person and indicated in the Agreement on Identity, which can be used for authentication of the Authorised Person while communicating with the Client Centre.

**Client** – the Account Holder and the Authorised Person.

**Client Centre** – a specialised ČSOB site that provides selected services and remote support. The method for Authentication of Authorised Persons in the Client Centre is regulated by the Identity Terms and Conditions.

**Qualified Electronic Signature** – a qualified electronic signature (pursuant to EU Regulation 910/2014 – Article 3 (12) which is based on an I.CA Qualified Certificate and created by a qualified electronic signature creation device.

**Account Holder** – a private individual, private individual entrepreneur or a legal entity with an account at ČSOB.

**Authorised Person** – a private individual – Account Holder or a private individual who the Account Holder has authorised via the ELB Services, in the Contract or Authorisation to dispose of funds in his/her accounts via the ELB Services and who has access to all information about an account(s) provided by the ELB Services, with the proviso that a legally adult Account Holder may only authorise persons over 18 years of age in this way.

**Payment to Contact** means a domestic one-time payment order entered in the ČSOB Smart Application with the unique identifier of the recipient, which is a registered phone number instead of the recipient's account number.

**Payment Button** – a function in a third-party e-shop that allows an Authorised Person to pay for goods/services easily from the Account Holder's account. The Authorised Person is redirected to his/her Internet Banking via the Payment Button, where he/she authenticates in accordance with the Terms and Conditions and authorises the pre-filled payment order in accordance with the Terms and Conditions. The Authorised Person is obliged to check the details in the payment order before authorisation.

**Payment Transaction** – within the meaning of the Terms and Conditions, a non-cash transfer of funds executed within a payment service – outgoing payment or direct debit.

**Accounts and Payments Terms and Conditions:**

- a) Pre-Contract Information and Terms and Conditions for Accounts and Payments – People,
- b) Pre-Contract Information and Terms and Conditions for Accounts and Payments – Legal Entities and Individual Entrepreneurs,
- c) Terms and Conditions for Accounts and Payments for Corporations and Institutions.

**Identity Terms and Conditions** – the Business Terms and Conditions for ČSOB Identity, which are part of the Agreement on Identity and describe, among other things, the ČSOB Identity Elements that an Authorised Person uses to log into the ELB Services.

**ČSOB Identity Elements** – ČSOB Identity elements described in the Identity Terms and Conditions.

**Means of Communication:**

- a) chip card – a plastic card with an electronic chip that is used to keep safe and generate a private key and a Certificate that the Authorised Person will obtain along with the PIN and PUK,
- b) chip card reader – a facility for communicating between the PC with the chip card,
- c) telephone with a pulse/tone option,
- d) mobile/ portable facility – a mobile phone or other portable facilities with Internet access e.g. smartphone, tablet or laptop, the recommended configuration of which is specified in the User Manual,
- e) PC – a personal computer with the recommended configuration as specified in the User Manual.

**ČSOB Group** – ČSOB and entities forming a business group with ČSOB; the current list is available at [www.csob.cz/skupina](http://www.csob.cz/skupina).

**KBC Group** – KBC Group NV, with its registered seat at Havenlaan 2, B-1080 Brussels, Belgium, reg. No. 0403.227.515, and the entities forming a holding group with it.

**ELB Services:**

- a) **Phone Banking** – the ČSOB Phone Banking service – a customer service line available during the hours specified at [www.csob.cz](http://www.csob.cz), through which the Client can execute selected Instructions. For changes made through the Phone Banking service, ČSOB and the Authorised Person agree that changes to the document entitled Changes in Settings of the ELB Services or the document entitled Authorisation to dispose of funds in accounts through the ČSOB Electronic Banking services will be made to this extent.
- b) **Internet Banking** – the ČSOB Internet Banking service, which consists of the Internet banking application and the Smart Application, which enables the Client to communicate with ČSOB securely via the Internet and use the established products according to the relevant product terms and conditions. Internet Banking allows the Account Holder – a private individual who is of legal age – to conclude contracts for the provision of selected banking products. Internet Banking is accessible to all Clients in the Internet Banking Application (after logging in via <https://identita.csob.cz> at <https://online.csob.cz>). For changes made through the Internet Banking service, ČSOB and the Authorised Person agree that changes to the document entitled Changes in Settings of the ELB Services will be made to this extent.

As part of the Internet Banking application, an additional service can be arranged for the automatic sending of SMS and/or e-mail messages with information about the balance or movement on the Client's account, about payments and other ČSOB products. In the Smart Application, the Client can set up notifications of the balance/ movement on the Client's account and about payments and ČSOB products.

**Contract** – a contract concluded between ČSOB and the Account Holder, which includes the Terms and Conditions, the Identity Terms and Conditions and the Accounts and Payments Terms and Conditions, namely:

- ČSOB Electronic Banking Service Contract. The contract can be concluded as an Account Holder's (Authorised Person's) request and its acceptance by ČSOB.
- The Contract also means a contract containing an agreement on the provision of ČSOB Electronic Banking services and at the same time an agreement on the Change in Settings of the ELB Services concluded by ČSOB with the Account Holder – Authorised Person.
- Request – ČSOB Electronic Banking Service Contract, Authorisation and Notification of Acceptance of a Proposal for the Conclusion of the ČSOB Electronic Banking Service Contract.
- Poštovní spořitelna Electronic Banking Contract, which consists of the Request for Services – Poštovní spořitelna Electronic Banking (proposal for concluding a contract), Notification of the Establishment and Activation of Poštovní spořitelna Electronic Banking Services.
- Poštovní spořitelna Electronic Banking Contract, which consists of the Request for Services – establishment of access authorisation and Poštovní spořitelna Electronic Banking services for the Authorised Person (proposal for concluding a contract), Notification of the Establishment of Poštovní spořitelna Electronic Banking Services.

**Username** – an optional code that the Authorised Person sets when logging in to the ČSOB Identity portal at <https://identita.csob.cz> for the first time in accordance with the Identity Terms and Conditions.

**User Manual** – a set of instructions, manuals, user information and technical specifications of the Service and documents of a similar nature, which is available at [www.csob.cz/prirucky](http://www.csob.cz/prirucky).

**Login Password** – an optional code that the Client enters when registering to the ČSOB Identity portal at <https://identita.csob.cz> in accordance with the Identity Terms and Conditions. The Client can also use the Login Password to authorise selected Instructions in the Internet Banking application of the Internet Banking service.

**Guaranteed Electronic Signature** – a guaranteed electronic signature pursuant to the EU Regulation 910/2014 – Article 3 (11) which is based on an I.CA Qualified Certificate or ČSOB Commercial Certificate.

**Change in Settings of the ELB Services** – the document entitled Change in Settings of the ČSOB Electronic Banking Services, which regulates the settings of services, especially limits.

**Authorisation** – the document of Authorisation to dispose of funds in accounts through the ČSOB Electronic Banking services, the authorisation specified in the Request – proposal for concluding the ČSOB Electronic Banking Service Contract, the authorisation specified in the Request for Services – establishment of access authorisation and Poštovní spořitelna Electronic Banking services.

## II. Characteristics of the ELB Services

1. A prerequisite for the provision of the ELB Services to the Account Holder is the conclusion of the Contract and the maintenance of the Account Holder's account with ČSOB.
2. These are prerequisites for access of the Authorised Person to the ELB Services:
  - the conclusion of an Agreement on ČSOB Identity, and
  - expression of consent (electronically) by the Authorised Person to the Terms and Conditions upon their first access to the ELB Services (conclusion of the Agreement), unless the Authorised Person has approved the Terms and Conditions earlier.
3. Using the ELB Services, the Authorised Person is entitled to execute Instructions. Payment Transactions cannot be made through Phone Banking.
4. An Authorised Person may also make Payment Transactions in the Smart Application using Kate, which is described in more detail in the Identity Terms and Conditions. The execution of a Payment Transaction is subject to the Terms and Conditions.
5. Using the Internet Banking service, the Authorised Person – a private individual with full legal capacity is entitled to conclude contracts for selected banking products with ČSOB.
6. Using the ELB Services, the Authorised Person is further entitled, among other things, to:
  - a) set up/ activate selected payment instruments,
  - b) change the settings of selected payment instruments, such as setting the payment card limit, authorising/ disabling online payment card payments etc.
7. Internet Banking provides a list of the agreed products from within the ČSOB Group selected by the Client. The Client may use the Internet Banking service to log into the Internet portals of ČSOB subsidiaries (the ČSOB Group Portal) and ČSOB contractors, thus gaining access to information and the services of ČSOB subsidiaries (e.g. Patria Finance, Penzijní společnost, Hypoteční banka) and contractors (e.g. OZP). Client identification details are provided for these purposes.
8. In Internet Banking, the Authorised Person may use the payment services of indirect payment ordering and the payment account information service. On the basis of the Authorised Person's request for the payment account information service, ČSOB will share with the payment account information service provider information on the accounts managed by the Authorised Person in ČSOB CEB and ČSOB Electronic Banking.
9. Selected services and applications can be activated and deactivated through the relevant service provided under the ELB Services or via the Helpdesk. If the Authorised Person requires the Smart Application to be deactivated via the ČSOB Helpdesk, the application will be deactivated on all mobile devices/ PCs on which the Authorised Person has activated the Smart Application.
10. If the Account Holder specifies in the Authorisation for the relevant Authorised Person a limit on Payment Transactions for the Payment Transactions equal to zero, the Authorised Person cannot use the ELB Services in an active form in relation to the account concerned, i.e. he/she cannot make Payment Transactions using the account concerned but he/she can only submit other Instructions (passive access).
11. For minor Account Holders, the Service functionality is restricted to passive access to accounts up to the age of 15, i.e. they cannot make Payment Transactions. After a minor Account Holder reaches the age of 15 and until he/she reaches the age of 18, the legal guardian who represented him/her at the conclusion of the contractual relationship is entitled, at a Branch and in the physical presence of the minor Account Holder, to establish active access to the Account Holder's account, stating the limit on the relevant method of authorisation of the Payment Transaction, as well as the limit on all Payment Transactions made by the Authorised Person on the relevant account during one day according to Section III, Article 1 and 2. of the Terms and Conditions. The aggregate limit for Payment Transactions on all accounts of a minor Account Holder under Section III, Article 3 shall take precedence over such limits set by the legal guardian. of the Terms and Conditions. Once the Account Holder reaches the age of 18, the Account Holder's previous access to the ELB Services will not be terminated, unless ČSOB and the Account Holder have agreed otherwise. The legal guardian of the minor Account Holder who represents him/her in concluding the contractual relationship has access to the minor Account Holder's account through the ELB Services until the minor Account Holder reaches the age of 18.
12. For the purpose of using Payments to Contact, the Authorised Person may register his/her Security Phone Number (as specified in the Agreement on ČSOB Identity) or another phone number he/she owns with his/her selected payment account in the ČSOB Smart Application. The register is maintained by the Czech National Bank. It is only possible to register phone numbers from operators operating in the Czech Republic or Slovakia. One account can only be assigned to and registered with a specific phone number. In the event of a request to register a phone number other than the Security Phone Number, the Authorised Person shall confirm the selection of the Security Phone Number by text message. The authorised person confirms the registration of the phone number and the selected Smart Key account. Upon successful registration, the Authorised Person can immediately accept Payments to Contact.

The registration of the phone number and the selected account is valid for six months from the date of the registration, unless cancelled earlier by the Authorised Person.

The registration will also be automatically renewed for an additional six months each time a Payment to Contact is made, even if it is not authorised by an Authorised Person or if no payment is executed.

If the contractual relationship to the Authorised Person's electronic banking is terminated or if the Authorised Person is no longer authorised to handle funds in the selected account, ČSOB will cancel the registration.

If a person other than the Authorised Person contacts ČSOB and requests a new registration of a previously registered phone number, but for a different payment account, the original registration may be cancelled upon the Authorised Person giving his/her consent or upon the termination of the Payment to Contact service by ČSOB. An Authorised Person may cancel the registration of a phone number immediately at any time if he/she chooses not to use the Payment to Contact service. ČSOB is entitled to cancel the registration of a phone number for security reasons and notify the Authorised Person without undue delay.

### III. Limits

1. When setting up the ELB Services, ČSOB sets daily limits for the Authorised Person for the Payment Transactions listed below in this Article according to the type of means used for the authorisation of the Payment Transaction. The Authorised Person may agree with ČSOB on a different amount of the limit, via the ELB Services or at a Point of Sale in the document entitled Changes in Settings of the ELB Services. If the limit is changed via the ELB Services, the document entitled Changes in Settings of the ELB Services in this section will change. The highest possible limit that can be agreed between ČSOB and the Authorised Person via the ELB Services or in the document entitled Changes in Settings of the ELB Services is set out below in this Article:

- a) SMS Key – the daily limit is CZK 50,000, the maximum limit is CZK 1,500,000,
- b) Certificate – the daily limit is CZK 1,000,000, the maximum limit is unlimited,
- c) Smart Key – the daily limit is CZK 50,000, the maximum limit is CZK 10,000,000.

Limits on Payment Transactions authorised through the consent of the Authorised Person without strong verification (by clicking) are set by ČSOB internally; this limit cannot be changed by the Authorised Person. The amount of a Payment Transaction authorised through the consent of the Authorised Person without strong verification (by clicking) will not be included in the limit for the SMS Key, Smart Key or Certificate.

The above limits also apply to Payment Transactions performed through the indirect payment order service, where ČSOB is in the position of the provider maintaining the account.

2. The Account Holder may specify in the Authorisation a limit for all Payment Transactions executed by the Authorised Person on his/her respective account during one day, regardless of the amount of the limits set by the Authorised Person or ČSOB in accordance with this Section III, Article 1. of the Terms and Conditions. This limit also applies to Payment Transactions performed through the indirect payment order service, where ČSOB is in the position of the provider maintaining the account. Payment Transactions authorised by the Authorised Person by expression of will without strong verification (by clicking) are also included in this limit.
3. When establishing ELB Services, ČSOB sets an aggregate limit of CZK 100,000 for all Payment Transactions made by the Authorised Person on all accounts of a minor Account Holder during a calendar month, regardless of the limits set by the Authorised Person, ČSOB or the Account Holder under this Section III, Article 1 and 2. of the Terms and Conditions. This limit also applies to Payment Transactions performed through the indirect payment order service, where ČSOB is in the position of the provider maintaining the account. Payment Transactions authorised by the Authorised Person by expression of will without strong verification (by clicking) are also included in this limit.
4. In the event that the Authorised Person has a limit for Payment Transactions authorised via an SMS Key agreed with ČSOB in a different amount than that set by ČSOB when establishing the ELB Services (as set out above in Section III, Article 1 of the Terms and Conditions) and the Authorised Person changes the method of authorisation of Payment Transactions from authorisation via an SMS Key to authorisation via a Smart Key, in that case the agreed limit between the Authorised Person and ČSOB for transactions authorised via an SMS Key shall continue to apply for transactions authorised via a Smart Key unless ČSOB and the Authorised Person agree otherwise.
5. In the event the Authorised Person has a limit for Payment Transactions authorised via a Smart Key agreed with ČSOB in a different amount than set by ČSOB when establishing the ELB Services (as set out above in Article of the Terms and Conditions) and the Authorised Person changes the method of authorisation of Payment Transactions from authorisation via a Smart Key to authorisation via an SMS Key, in that case the agreed limit between the Authorised Person and ČSOB for transactions authorised via a Smart Key shall continue to apply for transactions authorised via an SMS Key. However, if this agreed limit exceeds the maximum allowed limit for transactions authorised via SMS key (as set out above in Section III, Article 1 of the Terms and Conditions), ČSOB will set the maximum permissible limit for the Authorised Person, for transactions authorised using SMS Key (as set out above in Section III, Article 1 of the Terms and Conditions).

6. Limits set by the Authorised Person or set by ČSOB for the Authorised Person (according to Section III, Article 1, 3 of the Terms and Conditions) do not apply to: payment of a standing order (except for the first payment made on the day when the standing order is placed), cancellation of a standing order, cancellation of an outgoing domestic payment order, cancellation of a foreign payment order, cancellation of a SEPA payment, cancellation of a forward and repeated top-up, payment by direct debit authorisation (except for the first payment made on the date of the direct debit authorisation), cancellation of direct debit authorisation (standard, SIPO, SEPA and O2), cancellation of transfer from a savings account with a bonus, cancellation of termination from a savings account, and cancellation/establishment/change of payment template. Limits set by the Authorised Person or set by ČSOB for the Authorised Person (according to Section III, 1 and 3. of the Terms and Conditions) do not further apply to transfers between accounts of the same Account Holder (including termination of a deposit on a savings account, withdrawal of a term deposit, transfer from a savings account with a premium/ bonus, transfer from a savings account via a third party, credit card repayment) with the exception of foreign exchange orders (foreign exchange payments within the Czech Republic), SEPA payments and foreign payment orders (SEPA payments and payments abroad).

#### **IV. Authentication of Authorised Person and Authorisation of Instructions by the Authorised Person**

1. The Authorised Person is authenticated by ČSOB through the ČSOB Identity Elements arranged on the basis of the Agreement on Identity and described in more detail in the Identity Terms and Conditions:
  - a) when using the Phone Banking service via:
    - callback of ČSOB to the Authorised Person;
    - Smart Key;
    - questions posed by ČSOB to the Authorised Person.
  - b) when using the Internet application of the Internet Banking service via:
    - username, login password and SMS Key;
    - username, login password and Smart Key;
    - I.CA Commercial Certificate;
    - by reading the QR code from the login address (<https://identita.csob.cz>) with Smart Key authorisation, only in online mode.
  - c) when using the Smart Application via:
    - username, login password and SMS key, or authentication can be made with biometric data (activated SMS key);
    - Smart key, or authentication can be made with biometric data (activated Smart key).
2. The Authorised Person authorises (confirms) the Instructions submitted to ČSOB via:
  - a) Phone Banking:
    - The Authorised Person authorises the Instruction by consent at the end of the call. The consent is considered an unambiguous and indisputable confirmation of the correctness of the data entered by the Authorised Person.
  - b) the Internet application of the Internet Banking service:
    - by SMS Key (Authorisation Code) and Login Password, or
    - by Smart Key, or
    - by a Qualified Electronic Signature,
    - by an expression of will without strong verification (click-through), i.e. simplified payment confirmation. This method of authorisation is set by ČSOB automatically to the Authorised Person (including a minor, a person with limited legal capacity) when setting up the ELB Services. The Authorised Person can switch this method of authorisation off and on again (in the ČSOB Identity service at <https://identita.csob.cz>).
  - c) Smart Application:
    - by Smart Key, or
    - by an expression of will without strong verification (click-through), i.e. simplified payment confirmation. This method of authorisation is set by ČSOB automatically to the Authorised Person (including a minor, a person with limited legal capacity) when concluding the ELB Services. The Authorised Person can switch this method of authorisation off and on again (in the ČSOB Identity service at <https://identita.csob.cz>).

An Authorised Person may authorise an Instruction by an expression of intent without strong verification (by clicking) or simplified payment confirmation if this involves:

- a transfer of funds between accounts of the same Account Holder,
- a payment order for a small amount up to CZK 500 (inclusive),
- a transfer of funds to the account of the beneficiary named by the Authorised Person in the list of trusted beneficiaries that they have created for the accounts.

An individual payment order placed indirectly and an individual request for the payment account information service and the balance confirmation service shall be authorised by the Authorised Person in accordance with the authorisation rules set out in this Article IV(2).

3. In the case of concluding contracts for selected banking products, the Authorised Person signs (authorises) the contract with an electronic signature based on the SMS Key or the ČSOB Commercial Certificate, or confirms consent to its content by a simple click. ČSOB will sign the contract with a scanned signature of an authorised representative of ČSOB and provide it with an electronic seal and a qualified time stamp. Authorisation of an electronic signature based on a ČSOB Commercial Certificate is performed by the Authorised Person using the Security Elements.
4. ČSOB is entitled to change the method of authentication of the Authorised Person in the ELB Services, authorisation of the Instructions and legal actions in the ELB Services, primarily due to higher security of the ELB Services. ČSOB will inform the Authorised Person about the new authentication or authorisation method through the concerned ELB Service, or in writing no later than 2 months before the change is to come into effect.
5. During authentication or authorisation, the Authorised Person will be able to make several attempts, depending on the service selected. The Authorised Person's access to the ELB Services will be blocked/ unblocked in the cases and in the way as described in the User Manual.

## V. Rights, Obligations and Responsibilities of the Client

1. The Client must carefully read and adhere to these Terms and Conditions and the Accounts and Payments Terms and Conditions and he/she must also follow the Principles for the Safe Use of Electronic Banking published in the Safety Guide at [www.csob.cz/bezpecnost](http://www.csob.cz/bezpecnost) and in the User Manual available at [www.csob.cz/prirucky](http://www.csob.cz/prirucky).
2. The Client must read information messages about changes in the Terms and Conditions, the Price List and ČSOB Internet addresses and monitor informative security messages displayed in the Internet Banking service and at [www.csob.cz/bezpecnost](http://www.csob.cz/bezpecnost).
3. The Client must ensure that the device used for the ELB Services has:
  - a) an updated operating system (regular updates removing security flaws from the system),
  - b) an updated Internet browser from a recommended SW shown at [www.csob.cz/identita](http://www.csob.cz/identita),
  - c) a functional (constantly on) and updated antivirus program set to regularly monitor viruses on the device.
4. The Client must:
  - a) not download and install programs that can be freely downloaded from the Internet if he/she cannot be fully sure that they are free of viruses or spyware, or that they do not come from a source that is untrustworthy,
  - b) install (on their tablet or smartphone) only programs from trusted sources or those recommended expressly by the device manufacturer (App Store, Google Play for Smart Key and Huawei AppGallery) and follow the authorisations required by the installed application (e.g. deny access of the application to text messages, etc.),
  - c) not use mobile devices with settings that have been changed for a bank account by the so-called jailbreak or root (these changes may affect the security of these devices, for example by reducing their resistance to malware),
  - d) not use software or other means that interfere with or block the identification of the jailbreak/root on the endpoint device,
  - e) have the device under permanent control and use all possible precautions to prevent a third party accessing the device (e.g. securing the device using biometric data or by a login password), including the obligation to prevent third parties from accessing the device via a cloud,
  - f) use only a trusted and properly secured device (e.g. not a public computer with Internet access without an adequate level of security),
  - g) prior to logging into the Internet Banking service, check whether the ČSOB server address corresponds to the login address <https://identita.csob.cz> and the Client is subsequently redirected to <https://online.csob.cz>, and whether the page certificate (certificate confirming that the page owner is ČSOB) is valid. The current issuer of the certificate is listed at <https://www.csob.cz/certifikaty>. In the

- event of any doubt regarding the address or validity of the certificate, not perform any acts, not enter any Security Elements and contact the Helpdesk.
- h) when paying for goods/services or donating on a merchant's or non-profit organisation's website using the ČSOB Payment Button, verify that the ČSOB server address to which the Client is being redirected for login corresponds to <https://identita.csob.cz>, the address of the ČSOB server, where the Client authorises a pre-filled payment order, corresponds to <https://pt.csob.cz>, and that the page certificate (certificate confirming that the page owner is ČSOB) is valid. The current issuer of the certificate is listed at <https://www.csob.cz/certifikaty>. In the event of any doubt regarding the address or validity of the certificate, not perform any acts, not enter any Security Elements and contact the Helpdesk. The Client is required to check the pre-filled data before the authorisation of the Payment Transaction.
5. The Client must know about the security of the ELB Services, in particular:
    - a) the options for setting Security Elements, in particular the recommendation of not using simple login passwords or usernames that can be derived from his/her information,
    - b) the options for setting security limits to limit the amount of Payment Transactions (Section II of the Terms and Conditions),
    - c) observe safe behaviour on the Internet (e.g. not react to e-mail messages with a suspicious name and contents, particularly if personal data, passwords or his/her PIN code or payment card numbers are required to be provided, not open documents attached to such messages and not click on links in these messages),
    - d) observe the procedure for the loss, theft or disclosure of Security Elements, digital or mobile device, i.e. inform ČSOB about the situation immediately and ask for the blocking of access to the Service pursuant to Section V, Article 8(b) of the Terms and Conditions or to the ČSOB Identity services; if a mobile device is lost, ask the operator to block the SIM card.
  6. The Client must use the ELB Services in full compliance with the Contract and the Terms and Conditions. The Client is furthermore obliged to observe the procedures and rules according to the User Manual and the Principles for Safe Use of Electronic Banking, in particular he/she must prevent any other person becoming acquainted with the Security Elements used, must not disclose these Security Elements to any other person and not keep them in an easily readable form or have them or keep them together with the Means of Communication (for example the PIN on the chip card), i.e. he/she must take all reasonable measures to protect his/her Security Elements and Means of Communication. The Client must use the ELB Services or Means of Communication according to the Terms and Conditions, and in particular follow all the agreed principles for ensuring the security of the Means of Communication in the ELB Services, including Security Elements.
  7. Failing to fulfil these obligations is a substantial breach of the Contract/Agreement justifying the withdrawal of ČSOB from the Contract/Agreement.
  8. If the Client:
    - a) forgets his/her Security Elements, he/she is entitled to set new Security Elements (if possible) or come to a Point of Sale to set them,
    - b) discovers a loss, theft or misuse of Security Elements or Means of Communication or finds that an unauthorised person knows his/her Security Elements, he/she must set new Security Elements (if possible) or as in the other cases (loss, theft, misuse or no possibility of changing the Security Elements through the ELB Services) report this immediately, either in person at a Point of Sale or by phone to the Helpdesk. Failing to fulfil these obligations will be considered a serious breach of the Contract and/or Agreement. If a Certificate is misused, the Client can directly invalidate it via the Internet pages [www.ica.cz](http://www.ica.cz), or after entering the number of the Certificate and the invalidation password specified in the Certificate request. ČSOB will take all appropriate measures to stop any further use of the ELB Services, also when the Client is negligent or pursues fraudulent practice. The Client must provide ČSOB with the maximum cooperation in remedial measures suggested by ČSOB. If the Client does not accept the proposed measures, ČSOB will not be liable for any potential damage the Client may incur,
    - c) finds an unauthorised Payment Transaction, errors or other discrepancies in the maintenance of the account for which the ELB Services are provided, he/she must inform ČSOB at a Point of Sale in person or by phone via the Phone Banking service or by phone or to the e-mail address of the Helpdesk.
  9. The Client will be fully responsible for any damage incurred as a direct result of a breach of his/her obligations specified in Section V, Articles 1-8 of the Terms and Conditions. The Client acknowledges that any breach of the obligations agreed herein in order to ensure the security of the ELB Services and Security Elements on his/her part (e.g. disclosure of Security Elements to a third party) may lead not only to unauthorised payment transactions being made directly with the use of the ELB Services but also to other types of damage being incurred as a result of the steps referred to in Section II, in particular Articles 3-8 of the Terms and Conditions-(Characteristics of the ELB Services), and that the Client shall be liable for any damage incurred in this way.
  10. Once the Client (or a person designated by him/her) informs ČSOB in accordance with the obligation specified in Section V, Article 8(b) of the Terms and Conditions, he/she will not be responsible for damage incurred from the



loss, theft or misuse of his/her Security Elements or Means of Communication within the ELB Services, except for fraudulent transactions by the Client.

11. The notification of the Account Holder concerning the standing orders and direct debit (collection) permits ordered via the ELB Services which will not be executed by ČSOB after his/her death must be delivered to ČSOB in writing via a Point of Sale.

## VI. Rights, Obligations and Responsibilities of ČSOB

1. ČSOB is entitled to have an officially verified signature on all written legal acts of the Client which he/she does not sign before a ČSOB employee.
2. ČSOB will issue the selected Means of Communication and Security Elements only to the Authorised Person, not to a third person on the basis of a power of attorney.
3. ČSOB will not be responsible for an Instruction made (including an unauthorised Payment Transaction) if the Client acts contrary to the Contract and/or the Agreement and/or the provisions of the Terms and Conditions.
4. The Account Holder and ČSOB agree that ČSOB is entitled to charge fees specified in the ČSOB Price List ("Price List") and the Account Holder undertakes to pay them. ČSOB is entitled to collect the fees from any account of the Account Holder maintained with ČSOB. ČSOB prefers to collect the fees from a current payment account. If the Account Holder does not have such an account or such an account has been cancelled or blocked or there are not enough funds in it to pay the fees, ČSOB collects the fees from another account of the Account Holder maintained with ČSOB.
5. ČSOB will not be liable for the non-execution of a Payment Transaction and any damage incurred in connection with non-availability/ malfunction of the ELB Services for direct or indirect reasons beyond the control of ČSOB or its partners because of force majeure, natural disasters, international sanctions pursuant to the legal regulations for international sanctions, HW failures, computer viruses or other events caused for example by a third party (program of another manufacturer etc.).
6. In the event of a breach of a contractual obligation, ČSOB will be responsible only to the Client and not to the person whose interest should be satisfied by the fulfilment of the agreed obligation.
7. ČSOB will inform Clients about current attacks against computer systems and their effects through its security site [www.csob.cz/bezpecnost](http://www.csob.cz/bezpecnost) if this information is available.
8. ČSOB will inform Clients sufficiently in advance about changes made to the ČSOB website via a message in the Internet Banking service and/or in an account statement.
9. ČSOB is authorised to block the ELB Services/ payment instruments for reasons relating to the security of the ELB Services/ payment instruments, in particular as a result of a suspicion of unauthorised or fraudulent use of the ELB Services/ payment instruments. Prior to blocking the ELB Services/ payment instruments, or if this is not possible, immediately afterwards, ČSOB shall inform the Authorised Person, in a manner agreed in the Section entitled Mutual Communication in the Accounts and Payments Terms and Conditions, of the blocking of the ELB Services/ payment instruments, including the grounds for their blocking, unless informing the Authorised Person could defeat the purpose for which the ELB Services or the payment instruments used within the ELB Services are being blocked or unless such blocking contravenes other legal regulations. If the ELB Services/payment instrument are blocked, it is impossible to make use of the indirect payment order service, the payment account information service and the cash balance confirmation service.
10. ČSOB will take all appropriate measures to stop any further use of the ELB Services after receiving information in accordance with Section V, Article 8(b) of the Terms and Conditions also if the Client is negligent or commits fraudulent practice.
11. ČSOB will not be responsible for security of the public communication and data lines the ELB Services are provided through and, therefore, cannot influence the fact that the Client may incur damage due to any misuse of transmitted messages.
12. ČSOB is entitled to withdraw from the contractual relationship in a case where the persistence of the obligations under the contract or use of the product and service becomes unacceptable for ČSOB or illegal under the applicable legal regulations or internal policy of ČSOB or the KBC Group.

## VII. Account Statements and Claims

1. ČSOB sends/ provides the Account Holder with account statements electronically through the Internet application of the Internet Banking service. ČSOB makes account statements available monthly as standard, in the PDF format and in Czech, unless agreed otherwise.

2. If the Account Holder and ČSOB agree to access to account statements electronically, the electronic account statement is automatically available to all the Authorised Persons authorised by the Account Holder to dispose of funds in the Account Holder's account. The Authorised Person will also be informed via the account history.
3. If the Account Holder is a legal entity, ČSOB will make account statements available to the Account Holder through the Authorised Persons authorised by the Account Holder.
4. ČSOB considers its obligations laid down by the Payment System Act on providing Account Holders with account statements in the agreed manner to have been fulfilled when the electronic account statement is made available to the Authorised Person.
5. Electronic account statements are available in the Internet Banking service for a limited time: 18 months for monthly account statements, 7 months for weekly account statements and 6 months for daily account statements.
6. The Client may resolve any problems arising in connection with the ELB Services in accordance with the Claims Rules.

### VIII. Other Provisions and Specifics of the ELB Services

1. The Authorised Person may sign the contractual documentation in paper or electronic form. ČSOB will send the contractual documentation concluded in electronic form regarding ELB Services to the Client via Internet Banking. If the obligation ceases to exist and the contractual relationship is terminated, the Authorised Person must store the corresponding documentation using another data storage prior to the date of the termination of the contractual relationship.
2. The Authorisation shall take effect at the moment of its execution. If the Authorisation is made via the Smart Application, the instruction of the Account Holder – authorisation of a new Authorised Person to dispose of funds in his/her account – shall be carried out by ČSOB within 24 hours of the execution of the Authorisation, and other instructions specified in the Authorisation shall be carried out by ČSOB with immediate effect, unless otherwise provided in the Authorisation.
3. When the ELB Services are used, ČSOB will accept only those Instructions that include complete data corresponding to the prescribed and authorised formats according to the selected ELB Service. ČSOB is not liable for damage caused by the non-execution of incomplete or unauthorised Instructions. ČSOB is also entitled not to execute or to refuse to execute Instructions in other cases which render them not feasible according to the Terms and Conditions and the Accounts and Payments Terms and Conditions or other contractual terms and conditions relating to the provision of services or products of ČSOB and the ČSOB Group. ČSOB will not execute Payment Transactions if there are insufficient funds on the accounts of the Account Holder which are to be debited, if accounts are blocked, etc. ČSOB shall inform the Client of any failure to execute the Payment Transaction in accordance with the Accounts and Payments Terms and Conditions. ČSOB is not liable for any damage incurred because of incorrect or duplicate entered Instructions delivered to ČSOB via the ELB Services.
4. The Authorised Person may activate the Smart Key at Points of Sale, via the ČSOB Identity portal (as defined in the Identity Terms and Conditions), a ČSOB ATM, or directly in the Smart Key Application. If the Authorised Person has used the SMS Key for authentication in the ELB Services or the authorisation of the Instructions, the possibility of using the SMS Key for authentication in the ELB Services and the authorisation of the Instructions will be cancelled at the moment of activation of the Smart Key. The Authorised Person may use the Smart Key for authentication in the ELB Services or the authorisation of the Instructions.

Deactivation of the Smart Key can be performed via a Point of Sale or via the Phone Banking service. The moment the Smart Key is deactivated, the activation of the SMS Key will occur and the Authorised Person can use the SMS Key for authentication in the ELB Services and the authorisation of the Instructions.

Activation of the Smart Key and its deactivation does not affect the Authorised Person's ability to enter into contracts with ČSOB electronically, where the Authorised Person signs the contract via an SMS Key.
5. Informative text messages and messages sent by electronic mail are not electronically signed or encrypted.
6. If, when using the services of mobile network operators T-Mobile (TWIST recharging)/ O2 (O2 recharging)/ Vodafone (Vodafone Card Recharge, payment of invoices), the Account Holder has not sufficient funds in his/her account in the period between entering the request and the actual debiting of the account, ČSOB can charge the Client for using these services on the understanding that it is a contractually non-agreed overdraft on the account with the consequences resulting from this.
7. ČSOB will automatically make accounts (or selected products and services of ČSOB and the ČSOB Group) where this is allowed available to the Account Holder (private individual, private individual entrepreneur) through the ELB Services after the conclusion of the Contract.
8. If the Client is:
  - a) a minor, the protection of Security Elements and secure use, settings and changes of the Service will be the responsibility of the legal guardian who has concluded the Contract. The Authorisation the legal guardian(s) granted to an Authorised Person will cease as soon as the Account Holder has reached the

age of legal capacity. If the legal guardian's assets are declared bankrupt during insolvency proceedings, ČSOB is entitled to block the funds in the minor Account Holder's account and block all access to the minor Account Holder's account through the ELB Services. Only one legal guardian represents the minor Client when concluding the Contract. That legal guardian may amend or terminate the Contract,

- b) represented by a court-appointed guardian, the guardian who has concluded the Contract is responsible for protecting the Security Elements and secure use of the ELB Services, settings and changes.
9. ČSOB shall send/provide documents concerning the conclusion, change and termination of the contractual relationship, or a breach of a contractual obligation, addressed to a minor Client, unless they have acquired legal capacity, or to a Client with limited legal capacity, to the Client's legal guardian (who has signed the corresponding contract on behalf of the minor Client) or custodian, or to the minor Client or Client with limited legal capacity.
10. Both ČSOB and the Client are entitled to terminate the Contract and the Agreement without giving any reason. If the Client terminates the Contract or the Agreement, the obligation and the contractual relationship under the Contract or the Agreement will cease to exist when the termination notice is delivered to ČSOB. If ČSOB terminates the Contract or the Agreement, the notice period will be two months and it will commence on the first day of the calendar month following the month in which the termination notice is delivered. This shall be without prejudice to the right of ČSOB to proceed in accordance with Section V, Article 9 of the Terms and Conditions. If the obligation ceases to exist and the contractual relationship arising from the last account contract through which the Account Holder receives the ELB Services is terminated and the Account Holder does not have another account at ČSOB for which the ELB Services are provided, then on the day when the obligation ceases to exist and the contractual relationship according to the account contract is terminated the obligation terminates and the contractual relationship under the Contract terminates as well.
11. In the event of termination of all legal relationships arising from all contracts containing agreements on the provision of the ELB Services concluded between ČSOB and individual Account Holders who have authorised the relevant Authorised Person to manage funds in the accounts through the ELB Services, the legal relationship arising from the Agreement between ČSOB and that Authorised Person shall terminate.

## **IX. Transitional Provisions for the Transfer of Clients from the Poštovní spořitelna Electronic Banking Services and ČSOB Electronic Banking Services to the ELB Services**

1. From 1 April 2021, Clients are being transferred by ČSOB from the Poštovní spořitelna Electronic Banking services and ČSOB Electronic Banking service to the ELB Services. Authorised Persons who have not completed the transfer, i.e. have not logged into the ELB Service in the period from the date of the Authorised Person's transfer to the ELB Service notified by ČSOB until 1 July 2022 (cancellation of the Poštovní spořitelna Electronic Banking services and ČSOB Electronic Banking service), will be transferred to the ELB Services by ČSOB automatically. The Authorised Persons so affected shall log into the ELB Services in accordance with the following procedure and under the terms and conditions set forth below:
  - a) The Authorised Person authenticates himself/herself in the ELB Services with one-time authentication elements issued at a Branch or the Client Centre upon request. After logging in, the Authorised Person will be redirected to <https://identita.csob.cz>.
  - b) On <https://identita.csob.cz>. The Authorised Person will agree to the following contractual documents, which is a prerequisite for using the ELB Services:
    - Agreement on ČSOB Identity, which includes the Business Terms and Conditions for ČSOB Identity, if he/she has not already concluded this Agreement with ČSOB. This document establishes the ČSOB Identity for the Authorised Person and the Authorised Person may use the ČSOB Identity services in accordance with the terms and conditions of this service;
    - Document entitled Change of Settings of the Electronic Banking Services, in which the Authorised Person confirms in particular the new setting of limits in the ELB Services;
    - Terms and Conditions.
  - c) The Authorised Person, after the approval of the documents according to Section IX, Article 1(b) of the Terms and Conditions, will create new ČSOB Identity elements by which he/she will authenticate in the ELB Services, in accordance with the rules set by ČSOB.
2. At the moment when the Authorised Person agrees to the documents pursuant to Section IX, Article 1(b) of the Terms and Conditions, the following shall occur, inter alia:
  - a change in the limit for an individual Payment Transaction executed by the Authorised Person on the relevant account, the amount of which was determined by the Account Holder in the Contract or

Authorisation, so that the amount of the limit remains the same and this limit applies to all Payment Transactions executed by the Authorised Person on the relevant account within one day;

- the Account Holder and the Authorised Person are newly subject to the Business Terms and Conditions for ČSOB Identity, unless they have already concluded an Agreement on ČSOB Identity before being transferred to the ELB Services.

## **X. Final Provisions**

1. ČSOB maintains the confidentiality of all facts to which banking secrecy applies in accordance with legal regulations, and maintains the confidentiality of that information even after the termination of the contractual relationship with the Client. ČSOB shall disclose information that is subject to banking secrecy solely to Authorised Persons and institutions authorised for that purpose pursuant to the law and contractual arrangements with the Client, and to business partners authorised to perform certain activities or who offer, sell or operate the products of the ČSOB Group, for the purpose of fulfilling business contracts, including the settlement of claims.
2. ČSOB may disclose the Confidential Information to companies within the ČSOB Group. Companies within the ČSOB Group may in particular use the Confidential Information with a view to serving the Client and providing customer care, including their marketing efforts and offering trades and services provided by the ČSOB Group and their business partners, for example in the form of commercial e-mail notifications. For the purposes mentioned above, ČSOB can distribute the Confidential Information about the Client – legal entity to entities from the KBC Group.
3. With the Clients' consent, ČSOB may provide their Banking Information to third parties at their request. Banking Information is used as a source of information when establishing new business contacts, making business relationships more transparent, and enhancing confidence among business partners.
4. The Client is responsible for the topicality, correctness and completeness of the data given to the Bank and will notify the Bank without undue delay of any changes in these data and prove the change by a valid identity document or another document from which the change is clear, with the exception of changes in the contact or residential (permanent) address which the Client only communicates.
5. Prior to entering into a contract/providing a service, ČSOB identifies and verifies the identity of the Client or a person representing them at least as required by the relevant legal regulations. In the case of a Client – legal entity, ČSOB identifies the controlling entity and the beneficial owner of that legal entity or legal entity if they are a member of the Client's governing body. If the Client (or a person representing the Client) refuses to comply with the required extent of identification or verification, the banking service will not be provided/ the contract will not be concluded. ČSOB must refuse to provide banking services while maintaining the Client's anonymity. Pursuant to the law on measures against money laundering and financing of terrorism, ČSOB is entitled to ask the Client to provide additional data on the Client, those representing the Client and for legal entities additional data on the controlling entity and the beneficial owner of that legal entity at any time during the contractual relationship with the Client by submitting the required documents or information, including proof of the origin of funds remitted to the Client's account, documents proving the Client's creditworthiness and his/her liabilities or his/her credibility, and the Client is obliged to provide this. Similarly, ČSOB is entitled to request the immediate submission of documents/information necessary to assess whether a transaction or trade is in compliance with the KBC Group Embargo Policy available on the Website (section ČSOB, ČSOB Policies). ČSOB is entitled to make photocopies of all documents submitted by the Client for its own use. ČSOB is entitled not to execute a Client's transaction if it is associated with the risk of money laundering or the financing of terrorism or if a Client's transaction is suspected of being subject to international sanctions pursuant to the legislation on international sanctions or if ČSOB reasonably believes a Client's transaction does not comply with the legal regulations and the ČSOB procedures based on them, the Contract or the KBC Group Embargo Policy. If ČSOB exercises such a right, it shall not be liable for any damage (e.g. as a result of failure to execute the payment transaction, or its late execution).
6. ČSOB processes the Client's personal data in the context of the negotiations leading to the conclusion and performance of the Contract and the Agreement. Detailed information on the processing of personal data is provided in "Information on Personal Data Processing", available on the website and at Points of Sale.
7. If any provision of these Terms and Conditions, Contract or Agreement is objectionable or unenforceable or becomes so, it will not affect the validity and enforceability of the other provisions of these Terms and Conditions, Contract or Agreement, if it can be separated from these Terms and Conditions, Contract or Agreement as a whole and if it can be assumed that the legal action would have taken place even without the invalid part if ČSOB had recognized the invalidity in time. ČSOB and the Client will make every effort to replace such a provision with a new one with contents and effects as close as possible to the invalid, objectionable or unenforceable provision.
8. The Client, if he/she is an entrepreneur, and ČSOB deviate from the respective provisions of Sections 1799 and 1800 of the Civil Code on adhesion-type contracts. The provisions of these Terms and Conditions, Contract or Agreement cannot be invalid because of a discrepancy between these provisions and adhesion-type contracts, in particular the invalidity of:

- a) clauses referring to terms and conditions outside the text of the respective Agreement or Contract, the importance of which the Client does not know and the Client's awareness of which is not proven,
  - b) clauses that can only be read with particular difficulty or clauses that are incomprehensible to a person of average intelligence even if they are to the detriment of the Client and the explanation given to the Client was insufficient, and
  - c) clauses that are particularly detrimental (disadvantageous) to the Client, without good reason, especially if the Agreement or Contract seriously and with no particular reason differs from the usual terms and conditions negotiated in similar cases.
9. ČSOB is entitled to suggest changes to the Terms and Conditions/Price List to a reasonable extent as a result of (i) changes in legislation, its interpretation or changes in standards applicable to the banking market, (ii) changes in the situation on financial markets or the banking services market, (iii) developments in market and risk indicators, including requirements for capital adequacy, (iv) developments in the technology and security of banking services, (v) optimisation of banking products and services or (vi) changes in business policy.
- In the case of a Client – private individual (consumer), ČSOB shall usually convey the information about the proposed changes via the Internet Banking service or account statement, or by email, letter or using another appropriate method, at least two months prior to the proposed effective date; ČSOB shall publish this proposal at [www.csob.cz](http://www.csob.cz). ČSOB notifies the Client – private individual (consumer) about the integration of the change proposal in the Internet Banking service by informative e-mail or SMS.
- For Clients who are private individual entrepreneurs or legal entities, ČSOB shall post the information about the proposed changes at [www.csob.cz](http://www.csob.cz) no later than one month before the date on which the changes are to take effect, of which the Client shall be notified in a message sent to the Client's Internet Banking, in an account statement, by letter, email or using another appropriate method. If the Client does not reject the suggested changes in writing on the last business day prior to the proposed effective date, it will be considered that he/she has accepted them in their entirety. If the Client rejects the suggested changes in writing, he/she will be entitled to terminate the Agreement/ Contract affected by these changes with immediate effect at no cost. The Client must submit the termination notice to ČSOB at least one business day before the suggested changes should come into effect. ČSOB will always notify the Client of the consequences associated with the proposed changes and of the right to reject the proposal and to terminate the Contract/ Agreement in the proposal for the changes.
- The same procedure shall apply to changes to the general agreement or individual contracts forming the general agreement according to Article I(1) of the Accounts and Payments Terms and Conditions.
10. ČSOB and the Client agree that in the event of changes to the Terms and Conditions specified in Section X, Article 9 of the Terms and Conditions which do not have any negative impact on the parameters and price terms of a product, service or a payment instrument for the Client, ČSOB is entitled to make a unilateral change (with immediate effect) to the general agreement or the individual contracts, the Terms and Conditions or the Price List. ČSOB undertakes to inform the Client about the above changes well in advance via the Internet Banking service, by posting information on [www.csob.cz](http://www.csob.cz), notifying the Client via their account statement, or sending them an email to the address indicated by the Client. The Client may also check the information about such changes at Points of Sale.
11. Having innovated and modernized particular ELB Services, ČSOB is entitled to discontinue providing and supporting Security Elements or applications used within the ELB Services and replace them with the latest version, as the case may be, after notifying the Client via the service provided under the ELB Services which is affected by the discontinuation of provision or support or in writing, no later than 2 months before the date when the provision or support should be terminated.
12. ČSOB is entitled to adjust the settings in the Contract/ Agreement or the Terms and Conditions in order to provide the highest level of security of the ELB Services if there are reasons beyond the control of ČSOB that threaten to reduce the level of security and protection, after notifying the Client via the service under the ELB Services which is affected by the adjustment or in writing, no later than 2 months before the date when the change/ adjustment of the ELB Services settings is to be made.
13. Matters not regulated by these Terms and Conditions, e.g. rules and deadlines for payments and methods of communication between ČSOB and the Client, are specified in the Accounts and Payments Terms and Conditions, or in relevant contractual arrangements between the Client and ČSOB and/or members of the ČSOB Group.
14. These Terms and Conditions become effective on 1 November 2023 and replace the ČSOB Electronic Banking Services Business Terms and Conditions of 1 July 2023.

Československá obchodní banka, a. s.