BUSINESS TERMS AND CONDITIONS FOR ČSOB IDENTITY

I. Recitals

1. We, Československá obchodní banka, a. s., with our registered seat at Radlická 333/150, 150 57 Prague 5, Id. No. 00001350, entered in the Commercial Register maintained by the Municipal Court in Prague, Section B: XXXVI, file No. 46 ("ČSOB"), hereby issue these Business Terms and Conditions on ČSOB Identity (the "Identity Terms and Conditions") pursuant to the laws of the Czech Republic, including without limitation, Act No. 89/2012 Coll., the Civil Code (Section 1751), Act No. 284/2009 Coll., on Payment Systems, as amended (the "AOPS"), Act No. 297/2016 Coll., on Services Fostering Trust in Online Transactions, as amended, and Regulation (EU) No. 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC (the "Regulation"). These Identity Terms and Conditions are binding on you, i.e. on the Client – the Authorized Person and the Service Recipient (as defined below in these Identity Terms and Conditions). Legal relations between us and you in connection with the ČSOB Identity (as defined below in these Identity Terms and Conditions) shall be governed by the laws of the Czech Republic.

II. Definitions and Terms

1. **Application** shall be deemed to mean a software Service application installed on a device designated by the Provider (mobile phone, tablet, PC, etc.). The Provider shall publish a list of devices, as well as a list of trustworthy sources, from which the Application may be installed, on its web pages.
2. **Authentication** shall be deemed to mean the verification of identity of an Authorized Person in the Service.
3. **Authorization** shall be deemed to mean the authorization of a certain legal act by the Client while using the Service, and shall include the authorization of a legal act using a digital signature based on a Certificate.
4. **Blocking** shall be deemed to mean a temporary or permanent prevention of use of the ČSOB Identity element.
5. **Certificate shall be deemed to mean:**
   - 5.1 a qualified certificate for electronic signature pursuant to the Regulation (Article 3 (15)), issued by První certifikační autorita, a.s., with its registered seat at Podvinný mlýn 2178/6, Prague 9 – Libeň, Postal Code 190 00, Id. No. 26 43 93 95, ("**I.CA**") (the "**Qualified Certificate**")
   - 5.2 a commercial certificate issued by I.CA (the "**Commercial Certificate**")
   - 5.3 a commercial certificate issued by Isabel NV, with its registered seat at Boulevard de l'Impératrice, 13-15, 1000 Brussels, Belgium (the "**Isabel Certificate**").
6. **Chip Card** is a plastic card on which the Certificate is saved and which is protected by a PIN or a password.
7. **Chip Card Reader** is a device providing a communication interface between the Chip Card and the relevant PC. A description of how to use the Chip Card Reader can be found in the user manual for the SecureStore Card Manager middleware which can be downloaded at www.csob.cz/software.
8. **ČSOB Identity** shall be deemed to mean you identity data capture in our system. The ČSOB Identity is represented by an identification number assigned to the Authorized Person (and provided in the Agreement on Identity), as well as elements listed in Article IV of the Identity Terms and Conditions. Each Service shall stipulate (in the business terms and conditions applicable to the Service) which of those elements shall be used for the Authentication and Authorization of a legal act in the Service.
9. **Agreement on Identity** shall be deemed to mean the Agreement on ČSOB Identity entered into by and among the Authorized Person and us, wherein the identification No. of the Authorized Person and certain elements of the ČSOB Identity. These Identity Terms and Conditions form an integral part of the Agreement on Identity.

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10. **Client** shall be deemed to mean the Service Recipient and the Authorized Person.
11. **Qualified Electronic Signature** shall be deemed to mean the qualified electronic signature pursuant to the Regulation (Article 3 (12)) which is based on a qualified certificate and created by a qualified electronic signature creation device.
12. **SecureStore Card Manager Middleware** shall be deemed to mean a software facilitating communication between a Chip Card and a PC via a Chip Card Reader, which software can be downloaded at www.csob.cz/software.
13. **Authorized Person** shall be deemed to mean a natural person with legal capacity, authorized to take legal acts while using the Service. An Authorized Person may be a Service Recipient at the same time and/or may be a person empowered/designated/authorized by a Service Recipient to take legal acts while using the Service, and as such, also to establish and use the ČSOB Identity.
14. **Branch** shall be deemed to mean a branch of Československá obchodní banka, a. s. bearing the logo of ČSOB.
15. **Portal** shall be deemed to mean the Provider's web pages at the web address indicated in the relevant business terms and conditions of the Provider.
16. **Provider** shall be deemed to mean a legal entity providing the Client with a Service which requires ČSOB Identity for the Authentication and Authorization of a legal act. Only we act as Provider at present.
17. **Service Recipient** shall be deemed to mean a person (natural person, natural person who is a business person, legal entity) who concluded an agreement on the Service with the Provider. A Service Recipient may be an Authorized Person at the same time.
18. **Registration** shall be deemed to mean the input of a user name and password in the Portal. The Registration process shall include the input and verification of email address. The Registration process is described in more detail in the Service user manual.
19. **Service** shall be deemed to mean products and services designated by us and offered on the Portal and/or v Application and/or through the Telephone Line. The Service is specified in more detail in the business terms and conditions of the relevant Service. At present, only our ČSOB CEB constitutes the Service.
20. **SMS OTP** shall be deemed to mean a one-time token for the Authentication and Authorization sent to the Authorized Person to the security phone number provided in the Agreement on Identity.
21. **Smart Key** shall be deemed to mean a one-time token for the Authentication and Authorization, displayed to the Authorized Person in the ČSOB Smart Kay Application.
22. **Telephone Line** shall be deemed to mean the Provider's telephone number you can call with your queries and requirements concerning the Service.

III. Agreement on and Use of ČSOB Identity

1. Agreement on ČSOB Identity
   1.1 You can only agree on ČSOB Identity with us by virtue of the Agreement on Identity.
   1.2 You can only have one ČSOB Identity.
   1.3 After ČSOB Identity is agreed on, we will assign you a unique identification number and issue you with one-time elements with ČSOB Identity. We shall issue such elements only to you, they cannot be delivered to another person, not even pursuant to a power of attorney.
2. Use of ČSOB Identity
   2.1 The elements of ČSOB Identity enable your Authentication and Authorization while using the Service.
   2.2 If the contractual relationship between you and the Authorized Person, the content of which relationship is the use of a Service which uses the ČSOB Identity, the Agreement on Identity shall also terminate.

IV. Elements of ČSOB Identity and Their Management

1. Identification number of ČSOB Identity
   1.1 The identification number consists of a numerical code assigned to the Authorized Person and indicated in the Agreement on Identity, which code can be used for Authentication while communicating via the Telephone Line.

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1.2 The identification number remains the same for the entire duration of the contractual relationship established by the Agreement on Identity. If you forget the identification number, we can disclose it to the Authorized Person at the Branch.

2. One-time user name

2.1 The one-time user name is a 9-digit numerical code for the first log-in on the Portal. A newly issue one-time user name may only be provided, upon a written request, to the Authorized Person at the Branch (i.e., we shall not issue the number to a person acting for the Authorized Person).

2.2 The Authorized Person may apply for a cancellation of the one-time user name by a written application submitted at a Branch.

3. User name

3.1 User name is a selectable code, five the thirty characters long, for access to the Portal.

3.2 The user name shall be set upon first log-in onto the Portal through the one-time user name. The user name can be changed on the Portal at any time.

3.3 If you forget the user name, we can disclose it to the Authorized Person at the Branch or through the Telephone Line.

3.4 The Authorized Person may apply for a cancellation of the user name by a written application submitted at a Branch.

4. One-time password

4.1 The one-time password is an assigned alphanumerical code of nine characters by which the first log-in onto the Portal is confirmed. We shall send the one-time password to the security telephone number provided in the Agreement on Identity. If no security telephone number is provided in the Agreement on Identity, we shall send the security telephone number by mail, attention of the Authorized Person, to the contact address provided in the Agreement on Identity. In the event the envelope containing the one-time password sent to you is damaged in any way, you are not obliged to take delivery of the envelope with the one-time password. In such case, we recommend you apply for a new one-time password at the Branch.

4.2 The one-time password shall terminate when the password to the Portal is set, but in any case within 30 calendar days from the day it is issued.

4.3 If an incorrect one-time password to the Portal is put in three times, the password shall be Blocked permanently.

4.4 The Authorized Person may apply for a cancellation of the one-time password by a written application submitted at a Branch.

4.5 The Authorized Person may apply for a new one-off password by way of a written request and only at the Branch.

4.6 The one-time password must not be disclosed or made accessible to third parties.

5. Password

5.1 Password is a selectable code, five the thirty characters long, for access to the Portal.

5.2 You shall set your password upon your Registration, after you put in the one-time password, and you can change it on the Portal at any time. The new password must be different from two immediately preceding passwords.

5.3 If you forget your password, you can set a new password through the Portal.

5.4 If an incorrect password to the Portal is put in three times, the password shall be Blocked. You may unblock the password through the Portal.

5.5 The Authorized Person may request temporary password Blocking (for security reasons in particular) by written request at the Branch or through the Telephone Line. Unblocking of the temporary Blocking can only be performed at the Branch upon a written request.

5.6 The Authorized Person may apply for a cancellation of the password by a written application submitted at a Branch.

5.7 The password must not be disclosed or made accessible to third parties.

6. Security telephone number

6.1 Security telephone number is a telephone number provided in the Agreement on Identity, to which we send one-time password and SMS OTPs for Authentication and Authorization.

6.2 The security telephone number may be changed pursuant to a written request by the Authorized Person only at the Branch.

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7. Security email address

7.1 Security email address is the address you will set in the process of Registration. After Registration, such address shall be used to reset the password, and for other communications we may send to you. The email address must be unique - it cannot be an address previously used by someone else upon Registration.

7.2 You can only change the security email address through the Portal, by putting in a new email address, a verification code sent to the new email address, and by a subsequent authorization of the change by you.

8. Contact address

8.1 Contact address is an address provided in the Agreement on Identity as an address for delivery of documentation concerning the ČSOB Identity.

8.2 The contact address may be changed pursuant to a written request by the Authorized Person only at the Branch.

9. Certificate

9.1 Upon an application for a Certificate, we procure a Commercial Certificate - for your Authentication - and a Qualified Certificate - for Authorization by a qualified electronic signature (I.CA. being the provider). We no longer issue the Isabel Certificate which serves for Authentication and Authorization of payment transactions.

9.2 The Certificate is saved on the Chip Card which is protected by a PIN (Commercial/Qualified Certificate)/password (Isabel Certificate).

9.3 PIN for the Chip Card is a numerical code four to eight characters long, which you will receive together with the Chip Card and PUK in a sealed envelope at the Branch. PUK serves for the cancellation of Chip Card Blocking.

9.4 Password for the Chip Card is an alpha-numerical code six or more characters long, which you will receive together with the Chip Card.

9.5 We shall issue the Certificate at the Branch to a natural person who is of age and possesses full legal capacity. The Certificate can further be issued pursuant to a Power of Attorney.

9.6 An Authorized Person who has a Certificate before agreeing on the ČSOB Identity with the Provider, and has agreed on its use in electronic banking services provided by ČSOB, can use the Certificate in the Service where possible.

9.7 The Certificate is accessed by putting in the PIN (Commercial/Qualified Certificate)/password (Isabel Certificate). You can change the PIN at any time using the SecureStore Card Manager middleware, or the password in the ISABEL Control panel application.

9.8 The use of Certificates is governed by the relevant certification policy provided at the web pages of the relevant certification authority.

9.9 You can apply for a follow-up Commercial/Qualified Certificate to follow immediately after your still valid Certificate through the Portal which will redirect you to the web pages of the certification authority, where you can apply for a follow-up Certificate. You can also apply for the follow-up Certificate at the Branch. After the follow-up Certificate issued, Certificates of the same type as those originally issued Certificates, including you personal data, shall be saved onto your Chip Card. Personal data cannot be changed if a follow-up Certificate was issued.

9.10 A follow-up Isabel Certificate, to follow immediately after your still valid Certificate, is issued automatically.

9.11 If the Certificate is permanently blocked (i.e., terminated), or if personal data changes during the term of validity of the Certificate, a follow-up Certificate cannot be issued in the manner provided for in Sections 9.9 and 9.10 of the Identity Terms and Conditions; a new Certificate must be applied for at the Branch.

9.12 We can perform a temporary Blocking of a Certificate, or cancel the Blocking. The Authorized Person may further request a temporary Blocking via the Telephone Line.

9.13 Temporary Blocking of the Certificate shall be deemed to mean that using the Certificate in the Service for Authentication and Authorization of payments is temporarily rendered impossible. The Certificate can continue to be used vis-à-vis persons other than the Provider, or for electronic communication with the Provider, unless the Certificate is blocked permanently (i.e., terminated).

9.14 The Chip Card shall be blocked:

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a) when a wrong PIN (Commercial/Qualified Certificate) is entered three times. Unblocking can be performed in the SecureStore Card Manager middleware by means of the PUK (you can enter the PUK five times, after five unsuccessful attempts, the card is blocked permanently, and it is necessary to apply for a new Chip Card with a new certificate at the Branch).

b) when a wrong password (Isabel Certificate) is entered five times. Unblocking is not possible and a new Qualified Certificate and Commercial Certificate and a new chip card from the I.CA. provider must be issued.

9.15 If the Chip Card does not work/is blocked, you shall receive a new Chip Card, an envelope containing the PIN and PUK, and a new Certificate at the Branch upon your application.

9.16 Invalidation shall be deemed to mean a permanent Blocking of the Certificate. You can invalidate the Certificate on the web pages of the relevant certification authority, or we shall invalidate it upon your application submitted at the Branch. For these purposes, it is necessary to provide the Certificate number and the invalidation password chosen by you when the Certificate was issued. Reasons for invalidation of Certificates include in particular a loss or theft of the Chip Card, suspected misuse or possibility of misuse of the Certificates saved on the Chip Card, or a change of your personal data.

V. Rights and Obligations Related to the ČSOB Identity

1. In the event of loss, theft, misuse or suspected misuse of elements of the ČSOB Identity and/or communication means (e.g., mobile phone, SIM card), you are obliged to notify us of such fact without delay. We shall be entitled to Block them immediately as a result. You can notify us in person at the Branch, or through the Telephone Line. We shall not be liable for any damage sustained if you fail to make the notification.
2. If we suspect any misuse of elements of the ČSOB Identity or communication means, we may Block them.
3. We shall be entitled to replace the elements of the ČSOB Identity with a more recent version, to introduce new elements, or discontinue their use by way of an amendment of the Identity Terms and Conditions in connection with the innovation and modernization of the ČSOB Identity.
4. You are obliged to familiarize yourselves with the Identity Terms and Conditions and any amendments thereto, and to comply with their provisions. The Service Recipient shall be liable for the actions of any Authorized Person empowered/authorized/designated by the Service Recipient for the purpose of legal acts within the Service, i.e., including the establishment and use of the ČSOB Identity. The Service Recipient shall be obliged to cause any Authorized Person empowered/authorized/designated by the Service Recipient for the purpose of legal acts within the Service, i.e., including the establishment and use of the ČSOB Identity, to comply with the obligations stipulated in the Identity Terms and Conditions.

VI. Communication

1. In cases not expressly provided for in these Identity Terms and Conditions, our mutual communication shall be in Czech, as follows:
   a) in person – by visiting the Branch,
   b) by telephone / SMS,
   c) in writing,
   d) electronically, or
   e) through the Telephone Line.
2. Documents to be delivered by a provider of postal services shall be sent to the contact address provided in the Agreement on Identity, in the agreement on the Service concluded between us and the Service Recipient, to the permanent residence address, or to a different address as may be agreed. The Branch address cannot constitute an agreed address.
3. A document shall be deemed delivered on the 3rd business day after its dispatch within the Czech Republic, and on the 15th business day if sent abroad.
4. If a document is returned by a provider of postal services as undeliverable, the effects of delivery shall occur on the day when the postal item is returned to us. Effects of delivery shall occur even in case that you refuse to take delivery of the document sent.
5. Documents intended for you and not subject to delivery by a provider of postal services may be collected by you from us in person or by other persons designated by you in an authorization

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signed before a member of our staff, or any person who produces a power of attorney bearing your notarized signature, unless these Identity Terms and Conditions stipulate otherwise.

VII. Transitory Provisions

1. For the first log-in into the Service, you can use the Identification No. and PIN used for Authentication in internet banking services provided by ČSOB.
2. If ČSOB so permits, you can use the Certificate for the first log-in into the Service.

VIII. Final Provisions

1. We shall accept and process any complaints or claims of Clients in accordance with ČSOB Complaint Procedure which is available at ČSOB's branches and at www.csob.cz.
2. We shall keep confidential any and all facts that are subject to bank secrecy under the law. We shall keep such information confidential even after the contractual relationship ends. We shall disclose information that is subject to bank secrecy solely to Authorized Persons and institutions authorized for that purpose pursuant to the law and contractual arrangements.
3. Your are liable for the recency, accuracy and completeness of all your data provided to us, and shall notify any changes to such data to us without undue delay, and evidence such change of data by presenting a valid proof of identity or other document showing such change.
4. Our legal relationship with you includes the processing of your personal data in accordance with Act No. 101/2000 Coll., on Personal Data Protection. More detailed information concerning personal data processing is provided in "Information on Personal Data Processing", available at www.csob.cz, or at the Branch. In the process of provision of Services, we are obliged to make an identification of you or the person representing you, and if you are a legal entity, to identify the controlling person and beneficial owner of the legal entity, or of a legal entity serving as a member of a statutory body. We shall carry out such identification in accordance with the law and to the extent stipulated by the law in particular in case of transactions exceeding the threshold stipulated by law. In the event that you (or the person representing you) refuse to comply with the required scope of identification, the Service requested shall not be provided. We are obliged to refuse to provide Services on an anonymous basis. Pursuant to legal regulations on measures against the legalization of proceeds of crime and terrorist financing, we shall be entitled to request, at any time while the contractual relationship exists, that you provide additional identification data concerning you, the persons representing you, or, in case of a legal entity, concerning the controlling person and its beneficial owner, by submitting documents or information requested by us, in particular proof of origin of funds remitted into your account, evidence of your good financial standing, obligations or trustworthiness, and you shall be obliged to procure same. We may make photocopies of any documents you submit for our own purposes. We are entitled to decline to carry out any transaction of yours that is associated with the risk of legalization of proceeds of crime or terrorist financing, or where there is a suspicion that it might be subject to international sanctions within the meaning of legal regulations on the implementation of international sanctions, or to decline to make any transactions of yours which we reasonably believe to be non-compliant with the law.
5. We shall be authorized to charge fees for your use of the ČSOB Identity according to our applicable pricelist. The current pricelist is available at the Branch and/or at www.csob.cz. If an account designated by you is not appropriate for the charging of fees or is closed or blocked, we shall be authorized to charge the fees to a different account of yours.
6. We shall be authorized to propose an amendment to these Identity Terms and Conditions. Information on proposed amendments shall be provided to you through internet banking or through a statement of account no later than 2 months before the proposed effective date of such amendment; the proposal shall further be posted on our web pages, at www.csob.cz. Unless you reject our proposal in writing no later than the last business day preceding the proposed effective date, you shall be deemed to have accepted the proposed amendment in its entirety. If you reject our proposed amendment in writing, you shall be authorized to terminate the Agreement on Identity and the agreement on the Service with immediate effect and at no charge. You must deliver the notice of termination to us no later than the last business day preceding the proposed effective date. We shall always inform you about the consequences of the proposed amendment to the Identity Terms and Conditions and your right to reject the

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proposal and terminate the Agreement on Identity/agreement on the Service in our proposal for amendment.

7. However, we may carry out such an amendment to these Identity Terms and Conditions, effective immediately, which does not constitute a unilateral interference by us with your rights and obligations. Such amendment may involve in particular an amendment to the Identity Terms and Conditions caused by the introduction of a new service, an upgrade of the internet banking safety, technological developments, or changes in enforcement provisions of the law. We shall inform you of any such amendment on our web pages, www.csob.cz, or through internet banking, if applicable.
   We may change individual items on the pricelist in the same manner.
8. These Identity Terms and Conditions shall enter into force on 5 April 2017 and shall supersede the ČSOB Identity Terms and Conditions dated 13 June 2016.

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