

BUSINESS TERMS AND CONDITIONS FOR ČSOB IDENTITY



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 the ČSOB Identity (the "**Identity Terms and Conditions**") pursuant to the laws of the Czech Republic, including, without limitation, the Payment Systems Act, the Civil Code, 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 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.

I. Explanation of Terms

1. **Smart Key Application** shall be deemed to mean the ČSOB Smart Key Application – an application used online through the data connection of the Authorized Person or offline installed in a mobile device (e.g. a smartphone or tablet) through official application stores such as Google Play, the App Store or Windows Store, after the installation of which codes for the authentication of the Authorized Person and the authorization of the dispositions entered through the Service are generated in the mobile device of the Authorized Person.
2. **Authentication** shall be deemed to mean the verification of the 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 from www.csob.cz/software.
8. **ČSOB Identity** shall be deemed to mean your 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 III of the Identity Terms and Conditions. The use of elements for the Authentication and Authorization of a legal act in the Service shall be stipulated by each Service in the business terms and conditions applicable to the Service or by the Identity Terms and Conditions.
9. **Agreement on Identity** shall be deemed to mean the Agreement on ČSOB Identity entered into by and between 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.
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 software facilitating communication between a Chip Card and a PC via a Chip Card Reader, which can be downloaded from www.csob.cz/software.
13. **Authorized Person** shall be deemed to mean a natural person with legal capacity, authorized to perform 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 perform legal acts while using the Service, and, as such, also to establish and use the ČSOB Identity.
14. **PIN (for the Smart Key Application)** – a five-digit numerical or pictorial code allowing the Authorized Person to use the Smart Key Application, which can be chosen or changed directly in that application, and the Authorized Person may enter the PIN using the keypad or the built-in biometric reader (provided that ČSOB supports that technology in the given type of mobile device).
15. **Branch** shall be deemed to mean a branch of Československá obchodní banka, a.s. bearing the logo of ČSOB and Finanční centrum – a branch of Československá obchodní banka, a.s. bearing the logo of Poštovní spořitelna.
16. **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.
17. **Provider** shall be deemed to mean a legal entity providing the Client with a Service which requires the ČSOB Identity for the Authentication and Authorization of a legal act. Only we act as a Provider at present.
18. **Service Recipient** shall be deemed to mean a person (natural person, natural person who is a businessperson, legal entity) who concluded an agreement on the Service with the Provider. A Service Recipient may be an Authorized Person at the same time.
19. **Registration** shall be deemed to mean the inputting of a user name and password in the Portal. The Registration process shall include the input and verification of the email address.
20. **Service** shall be deemed to mean our selected services which use the ČSOB Identity for the Authentication and Authorization of a legal act. Currently, the Service is our "ČSOB CEB" service, specified in the ČSOB CEB Terms and Conditions. The Service also includes the indirect payment order service and the service for providing information on the payment account, which are defined in the relevant terms and conditions for accounts and payments.
21. **SMS Key** shall be deemed to mean a one-time token for the Authentication, Authorization or activation of an application sent to the Authorized Person to the security phone number provided in the Agreement on Identity.
22. **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 Key Application.

II. Agreement on and Use of ČSOB Identity

1. Agreement on ČSOB Identity
 - 1.1 ČSOB Identity can be negotiated only with us, on the basis of an Agreement on Identity negotiated at a Branch or electronically at <https://identita.csob.cz>.
 - 1.2 You can only have one ČSOB Identity.
 - 1.3 When a ČSOB Identity is agreed on:
 - at the Branch, we will assign you a unique identification number for the ČSOB Identity and issue you with one-time elements with your ČSOB Identity or the activation code for the Smart Key Application. When you first log into the <https://identita.csob.cz> portal, you will change the one-time identity elements to permanent elements of the ČSOB Identity within the registration procedure. We shall issue such elements only to you; they cannot be delivered to another person, not even pursuant to a power of attorney.
 - Electronically, at <https://identita.csob.cz>, you will obtain the elements of the ČSOB Identity using selected access elements of the Electronic Banking service (ČSOB CEB/ČSOB Electronic Banking/Electronic Banking of Poštovní spořitelna). Upon registration at

<https://identita.csob.cz>, you will set your Authentication Elements and generate a code for the activation of the Smart Key Application.

2. Use of ČSOB Identity

- 2.1 The elements of your ČSOB Identity enable your Authentication and Authorization while using the Service.
- 2.2 The establishment of the ČSOB Identity (conclusion of the Agreement on ČSOB Identity) is a prerequisite for using the indirect payment order service and the service for providing information on the payment account. You may use these services if you use any of the following services:
- ČSOB Electronic Banking or
 - Electronic Banking of Poštovní spořitelna or
 - ČSOB CEB only in cases where the Authorized Person acts on behalf of the account holder independently.

If an electronic banking Service is blocked (ČSOB CEB/ČSOB Electronic Banking/Electronic Banking of Poštovní spořitelna)/means of payment used for the Service in question (in accordance with the relevant business terms and conditions), it will not be possible to make use of the indirect payment order service and the service for providing information on the payment account.

The setting/rejection of consent to the service of providing information on the payment account and the indirect payment order service may be performed, once ČSOB allows it, via the ČSOB Electronic Banking/Electronic Banking service of Poštovní spořitelna or at a Branch.

You can Authorize the individual payment order and individual request for the service of providing information on the payment account using the Smart Key after we Authenticate you through the elements of the ČSOB Identity.

For indirect payment orders, the payment transaction limits set by the account holder for the Authorized Person for the account shall apply. Payment transactions executed via the indirect payment order service are included in the limits of the electronic banking services set out by the Authorized Person (ČSOB CEB/ČSOB Electronic Banking/Electronic Banking of Poštovní spořitelna).

III. Elements of ČSOB Identity and their Management

1. We will assign to you one-time access elements to establish the ČSOB Identity only at the Branch. When establishing the ČSOB Identity electronically, you will use the selected security elements of Electronic Banking as the initial one-time elements.
2. Identification number of ČSOB Identity
- 2.1 The identification number consists of a numerical code assigned to the Authorized Person and indicated in the Agreement on Identity, which can be used for Authentication while communicating with the client centre.
- 2.2 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.
3. One-time user name
- 3.1 The one-time user name is a nine-digit numeric code for the first log-in to the Portal. The one-time user name that is issued may only be provided, upon 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).
- 3.2 The Authorized Person may apply for a cancellation of the one-time user name by a written application submitted at a Branch.
4. User name
- 4.1 The user name is a selectable code, five to thirty characters long, for access to the Portal.
- 4.2 The user name is to be set upon the first log-in to the Portal through the one-time user name. The user name can be changed in the Portal at any time.
- 4.3 If you forget the user name, we can disclose it to the Authorized Person at the Branch or through the client centre.

- 4.4 The Authorized Person may apply for a cancellation of the user name by a written application submitted at a Branch.
5. One-time password
- 5.1 The one-time password is an assigned alphanumeric code of nine characters by which the first log-in to 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, for the attention of the Authorized Person, to the contact address (in the Czech Republic) provided in the Agreement on Identity. In the event that 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 a case, we recommend you to apply for a new one-time password at the Branch.
- 5.2 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.
- 5.3 If an incorrect one-time password to the Portal is input three times, the password shall be Blocked permanently.
- 5.4 The Authorized Person may apply for a new one-time password by way of a written request and only at the Branch.
- 5.5 The one-time password must not be disclosed or made accessible to third parties.
6. Password
- 6.1 The password is a selectable code, five to thirty characters long, for access to the Portal.
- 6.2 You shall set your password upon your Registration, after you input the one-time password, and you can change it in the Portal at any time. When the password is changed, the new password must be different from the two immediately preceding passwords.
- 6.3 If you forget your password, you can set a new password through the Portal.
- 6.4 If an incorrect password to the Portal is input three times, the password shall be Blocked. You may unblock the password through the Portal.
- 6.5 The Authorized Person may request temporary password Blocking (for security reasons in particular) by written request at the Branch or through the client centre. Unblocking of the temporary Blocking can only be performed at the Branch upon a written request.
- 6.6 The Authorized Person may apply for a cancellation of the password by a written application submitted at a Branch.
- 6.7 The password must not be disclosed or made accessible to third parties.
7. Security telephone number
- 7.1 The security telephone number is a telephone number provided in the Agreement on Identity, to which we send a one-time password and SMS Key for Authentication and Authorization.
- 7.2 The security telephone number may be changed pursuant to a written request by the Authorized Person only at the Branch.
8. Security email address
- 8.1 The security email address is the address you will set in the process of Registration. After Registration, such an 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 in the Portal.
- 8.2 You can only change the security email address through the Portal, by adding a new email address and the verification code sent to the new email address, and by a subsequent authorization of the change by you.
9. Contact address
- 9.1 The contact address is an address provided in the Agreement on Identity as an address for the delivery of documentation concerning the ČSOB Identity.
- 9.2 The contact address may be changed pursuant to a written request by the Authorized Person only at the Branch.
10. Certificate
- 10.1 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 the Authentication and Authorization of payment transactions.
- 10.2 The Certificate is saved on the Chip Card, which is protected by a PIN (Commercial/Qualified Certificate)/password (Isabel Certificate).
- 10.3 The PIN for the Chip Card is a numeric code four to eight characters long, which you will receive together with the Chip Card and PUK in a sealed envelope at the Branch. The PUK serves for the cancellation of Chip Card Blocking.
- 10.4 The Password for the Chip Card is an alphanumeric code six or more characters long, which you will receive together with the Chip Card.
- 10.5 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.
- 10.6 An Authorized Person who has a Certificate before agreeing on their 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.
- 10.7 The Certificate is accessed by inputting 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.
- 10.8 The use of Certificates is governed by the relevant certification policy provided on the web pages of the relevant certification authority.
- 10.9 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 a follow-up Certificate at the Branch. After the follow-up Certificate issued, Certificates of the same type as those Certificates that were originally issued, including your personal data, shall be saved onto your Chip Card. Personal data cannot be changed if a follow-up Certificate was issued.
- 10.10 A follow-up Isabel Certificate, to follow immediately after your still valid Certificate, is issued automatically.
- 10.11 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 10.9 and 10.10 of the Identity Terms and Conditions; a new Certificate must be applied for at the Branch.
- 10.12 We can perform a temporary Blocking of a Certificate within a Branch, or cancel the Blocking. The Authorized Person may further request a temporary Blocking via the client centre.
- 10.13 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).
- 10.14 The Chip Card shall be Blocked:
- 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).
 - 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.
- 10.15 If the Chip Card does not work/is blocked, you will receive a new Chip Card, an envelope containing the PIN and PUK, and a new Certificate at the Branch upon application.
- 10.16 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. The reasons for the invalidation of Certificates include, in

particular, the loss or theft of the Chip Card, suspected misuse or possibility of misuse of the Certificates saved on the Chip Card, or a change in your personal data.

11. SMS Key

11.1 If the Authorized Person enters a wrong code five times in succession, the SMS Key will be blocked automatically. The Authorized Person needs to request the unblocking at a Branch in person or through the client centre.

12. Smart Key

12.1 If the Authorized Person enters a wrong code five times in succession, the Smart Key will be blocked automatically. The Authorized Person needs to unblock the code using the Portal, or request the unblocking at a Branch in person or through the client centre.

IV. Rights and Obligations Related to the ČSOB Identity

1. The Client must follow the security principles listed in the Security Guide at www.csob.cz/bezpecnost.
2. In the event of the 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 a 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 client centre. We shall not be liable for any damage sustained if you fail to make the notification.
3. We are authorized to Block elements of the ČSOB Identity/means of payment for reasons relating to the security of elements of the ČSOB Identity/means of payment, especially if we suspect unauthorized or fraudulent use of elements of the ČSOB Identity/means of payment. Before Blocking the ČSOB Identity/means of payment, or, if not possible before, immediately after, we will inform the Authorized Person about the Blocking of the elements of the ČSOB Identity/means of payment and the reasons for this in a manner specified in Article V(1), Communication of the Identity Terms and Conditions, unless informing the Authorized Person might thwart the purpose of Blocking elements of the ČSOB Identity/means of payment or is in conflict with other legal regulations.
4. 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.
5. You are obliged to familiarize yourself 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.
6. You are required to take any reasonable measures to protect elements of the ČSOB Identity and means of communication. You are, in particular, obliged to ensure that no other person gains access to and uses the elements of the ČSOB Identity used by you. Furthermore, you may not record elements of the ČSOB Identity in an easily recognizable manner or keep them together with the means of communication (such as writing the PIN on the Chip Card).

V. Communication

1. In cases not expressly provided for in these Identity Terms and Conditions, our mutual communication shall be in Czech, as follows:
 - in person – by visiting the Branch,
 - by telephone/text message sent to the Client's mobile device,
 - by post (in writing)
 - electronically (e-mail)
 - through the client centre.

To communicate with the Client, ČSOB may use any contact details (addresses, e-mail addresses, telephone numbers) provided by the Client either when establishing the contractual relationship or thereafter.

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 address of permanent residence, or to a different address as may be agreed. The Branch address cannot constitute an agreed address.
3. The Client is obliged to ensure that postal items are accepted at the addresses agreed above, and any breach of this obligation shall be deemed a deliberate frustration of delivery. For postal items sent to the agreed address for the attention of the recipient only or with a return receipt that are returned to ČSOB as undeliverable (regardless of the reason, including the rejection of the postal item), the effects of delivery shall be deemed to occur on the day of their return to ČSOB. Other postal items sent to the agreed address shall be deemed to have been delivered to the Client on the third business day after their dispatch within the Czech Republic, and on the 15th business day if sent abroad. In the event of a document sent to the Client being returned as undeliverable, ČSOB shall be entitled to stop sending any correspondence concerning the account.
4. 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 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.

VI. Final Provisions

1. We shall accept and process any complaints or claims of Clients in accordance with the ČSOB Claims Code, which is available at the Branch 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. You are liable for the recency, accuracy and completeness of all your data provided to us, and shall notify us of any changes to such data without undue delay, and evidence such change of data by presenting a valid proof of identity or other document showing such change.
4. We process your personal data in accordance with Act No. 101/2000 Coll., on Personal Data Protection, and in accordance with the negotiations towards signing the Agreement and the fulfilment thereof. Detailed information concerning personal data processing is provided in "Information on Personal Data Processing", available from www.csob.cz and at the Branch. In the process of the provision of Services, we are obliged to perform an identity check on 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 the case of transactions exceeding the threshold stipulated by the 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 the proceeds of crime and the financing of terrorism, 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 the 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 the legalization of the proceeds of crime or the financing of terrorism, 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 price list. The current price list 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 an account statement no later than two months before the proposed effective date of such an 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 proposal and terminate the Agreement on Identity in our proposal for amendments.
7. However, we may make such an amendment to these Identity Terms and Conditions, effective immediately, which does not constitute unilateral interference by us with your rights and obligations. Such an amendment may involve, in particular, an amendment to the Identity Terms and Conditions caused by the introduction of a new service, an upgrade of internet banking safety measures, technological developments, or changes in the 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 in the price list in the same manner.
8. These Identity Terms and Conditions shall enter into force on 1 November 2018 and shall supersede the ČSOB Identity Terms and Conditions dated 1 July 2018.

Československá obchodní banka, a. s.