# BUSINESS TERMS AND CONDITIONS FOR ČSOB IDENTITY EFFECTIVE ON JULY 1, 2020



We, Československá obchodní banka, a. s., with our registered seat 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, 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. Definitions and Terms

- Smart Key Application shall be deemed to mean the ČSOB Smart Key Application an app for mobile devices (e.g. smartphones or tablets) installed from official stores such as Google Play, the App Store or Windows Store, which generates codes for the authentication of the Authorized Person and the authorization of the dispositions entered through the Service.
- 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 includes 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.
- Certificate shall be deemed to mean the Qualified Certificate, Commercial Certificate and Isabel NV Certificate, which serve for Authentication and Authorization in the Service. For more details, see <u>www.csob.cz/software.</u>
  - Qualified Certificate shall be deemed to mean a qualified certificate for electronic signature pursuant to the Regulation, issued by První certifikační autorita, a.s., with its registered seat at Podvinný mlýn 2178/6, Prague 9 - Libeň, Postal Code 190 00, Organization ID No. 26 43 93 95, ("I.CA") stored on a physical or virtual medium and secured with PIN or password. а а For more details, see https://www.ica.cz/Certifikacni-politika-HCA.
  - **Commercial Certificate** shall be deemed to mean a commercial certificate issued by I.CA, stored on a physical medium and secured with a PIN. For more details, see <a href="https://www.ica.cz/Certifikacni-politika-HCA">https://www.ica.cz/Certifikacni-politika-HCA</a>.
  - Isabel NV Certificate shall be deemed to mean a commercial certificate issued by Isabel NV, with its registered seat at Boulevard de l'Impératrice, 13-15, 1000 Brussels, Belgium, stored on a physical medium and protected with a password. For more details, see <u>https://www.isabel.eu/certificate policy.pdf.</u>
- 6. ČSOB Identity (or also "ČSOB ID") shall be deemed to mean the capture of your identity data in our systems. 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.
- 7. Agreement on Identity shall be deemed to mean the Agreement on ČSOB Identity entered into by and between the Authorized Person and us, which provides the identification number of the Authorized Person and certain elements of the ČSOB Identity.
  These Identity Terms and Certain elements of the ČSOB Identity.
- These Identity Terms and Conditions form an integral part of the Agreement on Identity.
- 8. **Client** shall be deemed to mean the Service Recipient and the Authorized Person.

- 9. **Client Centre** shall be deemed to mean specially trained ČSOB staff who provide selected services to Authorized Persons over the phone. The method for authenticating Authorized Persons in the Client Centre is regulated by the terms and conditions of the relevant Service.
- 10. **Qualified Electronic Signature** shall be deemed to mean a 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.
- 11. **Authorized Person** shall be deemed to mean a physical entity with legal capacity, authorized to perform legal acts while using the Service. An Authorized Person may for some types of Services 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. With regard to the Data Transfer service, the Authorized Person is always also the Recipient of the service.
- 12. **PIN (for Smart Key Application)** a numeric or image code for access to the Smart Key Application. The PIN can be entered from a keypad or a built-in biometric sensor (if ČSOB supports the technology in the given type of mobile device).
- 13. **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.
- 14. **Portal** shall be deemed to mean the Provider's website at the address indicated in the relevant terms and conditions of the Provider. For the Provider, which is ČSOB, this means <u>https://identita.csob.cz</u>.
- 15. **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.
- 16. **Data Transfer** shall be deemed to mean a service consisting of the transfer of the personal data of the Client (physical entity) and other data relating to the Client to third parties (other than ČSOB) with the Client's consent, after the Client has been Authenticated with the Provider and has requested this type of service from the Provider.
- 17. **Service Recipient** shall be deemed to mean a physical entity, an individual entrepreneur or a legal entity. With regard to the Data Transfer service, the Service Recipient may only be a competent physical entity of full age.
- 18. **Registration** shall be deemed to mean the inputting of a user name and password in the Portal. The Registration process includes the input and verification of the email address.
- 19. **KBC Group** shall be deemed to mean 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.
- 20. **Service** shall be deemed to mean the Provider's services, which:
  - a) Make use of the ČSOB Identity for the Authentication and Authorization of legal action. Currently, these are:
    - the "ČSOB CEB" service, specified in the ČSOB CEB Terms and Conditions;
    - the "Indirect payment order service", "service for providing information on the payment account" and "cash balance confirmation service", which are defined in the relevant terms and conditions for the accounts and payments of ČSOB
  - b) Make use of the ČSOB Identity for Authentication. Currently, this is the "Data Transfer service"
- 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 A ČSOB Identity can be negotiated only with us, on the basis of an Agreement on Identity negotiated at a Branch or electronically at <u>https://identita.csob.cz</u>.

- 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 <a href="https://identita.csob.cz">https://identita.csob.cz</a> portal, you will change the one-time Identity elements to permanent elements of the ČSOB Identity within the registration procedure. We will issue such elements only to you; they cannot be delivered to another person, not even pursuant to a power of attorney.
  - Electronically, at <a href="https://identita.csob.cz">https://identita.csob.cz</a>, 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 <a href="https://identita.csob.cz">https://identita.csob.cz</a>, you will set your Authentication Elements and generate a code for the activation of the Smart Key Application.
- 2. Use of the ČSOB Identity
  - 2.1 The elements of your ČSOB Identity enable your Authentication and Authorization while using the Service.
  - 2.2 The use of the Service requires the signing of an Agreement on Identity.
  - 2.3 The indirect payment order placement services and the payment account info services may only be used if you use one of the following services:
    - ČSOB Electronic Banking or
    - Electronic Banking of Poštovní spořitelna or
    - ČSOB CEB only in cases where the Authorized Person acts independently on behalf of the account holder.

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

You can Authorize an individual payment order and an 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 will 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).

- 2.4 When using the Data Transfer service, we will Authenticate you in this service as follows:
  - User name, user password, and Smart Key, or
  - User name, user password, and SMS Key, or
  - Certificate

#### 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 a Branch. When establishing the ČSOB Identity electronically, you will use the selected security elements of the Electronic Banking services 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 a Branch.
- 3. One-time user name

- 3.1 The one-time user name is a 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 a Branch (i.e. we will not issue the number to a person acting for the Authorized Person), or we will send it to the Authorized Person at the contact email address provided in the Agreement on Identity, signed biometrically in accordance with Article IV (8) of the Identity Terms and Conditions.
- 3.2 The Authorized Person may request the 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 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 a 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 code by which the first log-in to the Portal is confirmed. When establishing the ČSOB Identity, we will always send the one-time password to the security telephone number provided in the Agreement on Identity. If you request the issue of a new one-time password, we will send it to the security telephone number provided in the Agreement on Identity or by mail, for the attention of the Authorized Person, to the contact address (in the Czech Republic) provided in the Agreement on Identity.

If 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 a Branch.

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

- 5.2 If an incorrect one-time password to the Portal is input three times, the password will be Blocked permanently.
- 5.3 The Authorized Person may apply for a new one-time password by way of a written request and only at a Branch.
- 5.4 The one-time password must not be disclosed or made accessible to third parties.
- 6. Password
  - 6.1 The password is a selectable code for access to the Portal.
  - 6.2 You will 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 entered three times, the password will be Blocked. You may unblock the password through the Portal.
  - 6.5 The Authorized Person may request temporary Blocking of the password (for security reasons in particular) by written request at a Branch or through the Client Centre. Undoing a temporary Blocking can only be performed at a 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 a Branch.
- 7.3 The Authorized Person may request temporary Blocking of the security telephone number (for security reasons in particular) by written request at a Branch or through the Client Centre. Undoing a temporary Blocking can only be performed at a Branch upon a written request.
- 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 will 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.
  - 8.3 The contact email address is an address provided in the Agreement on Identity, signed biometrically in accordance with Article IV (8) of the Identity Terms and Conditions. You can confirm the contact address (or make any changes to it) at the Security Email Address upon Registration.
- 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 a Branch.
- 10. Certificate
  - 10.1 We will issue the Certificate at a Branch to a physical entity who is of age and possesses full legal capacity. A certificate stored on a physical medium may also be issued on the basis of a power of attorney.
  - 10.2 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.
  - 10.3 You can also apply for a follow-up Certificate from the website of the certification authority or via the Service, or via the electronic banking services or at a Branch. Personal data cannot be changed if a follow-up Certificate was issued.
  - 10.4 As regards Isabel Certificates, the follow-up certificates are issued automatically. We no longer issue the new Isabel Certificate.
  - 10.5 If the Certificate is permanently blocked (i.e. its validity has expired) or if personal data changes during the period of validity of the Certificate, the Authorized Person may request a new Qualified or Commercial Certificate at a Branch.
  - 10.6 We can perform a temporary Blocking of a Certificate at a Branch, or cancel the Blocking. The Authorized Person may further request a temporary Blocking via the Client Centre.
  - 10.7 Temporary Blocking of the Certificate shall be deemed to mean that using the Certificate in the Service for Authentication and Authorization is temporarily rendered impossible. The Certificate may be further used in relation to persons other than the Provider.
  - 10.8 Invalidation means the permanent Blocking of the Certificate. Subsequently, the Certificate can no longer be used. You can invalidate the Certificate on the website of the relevant certification authority, or we shall invalidate it upon your application submitted at a Branch.
- 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 is required to follow the principles of the safe use of the ČSOB Identity published in the Safety Guide on <a href="https://www.csob.cz/bezpecnost">www.csob.cz/bezpecnost</a>.
- 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 will be entitled to Block them immediately as a result. You can notify us in person at a Branch, or through the Client Centre. We will 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 afterwards, 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 the 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 will be entitled to replace the elements of the ČSOB Identity with a more recent version, introduce new elements, or discontinue their use by way of an amendment to 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 will 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 ensure that any Authorized Person empowered/authorized/designated by the Service Recipient for the purpose of legal acts within the Service Recipient for the purpose of legal acts within the Service Recipient for the purpose of legal acts within the Service Recipient for the purpose of legal acts within the Service, i.e. including the establishment and use of the ČSOB Identity, complies with the obligations stipulated in the Identity Terms and Conditions.
- 6. You are required to take all 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; this also applies to the use of the Data Transfer service. 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).
- 7. We are entitled to withdraw from the Agreement on Identity if the existence of the responsibilities under the Agreement on Identity or the use of the Service becomes unacceptable or unlawful for ČSOB with regard to the applicable laws or the internal policies of ČSOB or the KBC Group.
- 8. The Authorized Person can sign electronic contractual or other documentation relating to the ČSOB Identity by his/her biometric signature on an electronic tablet or signpad at selected Branches. ČSOB signs this documentation by a scanned signature of an authorized ČSOB representative or a biometric or other signature. Contractual documentation will come into effect when it has been signed by all the contracting parties; documentation signed by only one of the parties will come into effect when signed by the relevant contracting party. Subsequently, ČSOB will affix an electronic seal and a qualified time stamp and send it to the Authorized Person's ČSOB Identity at <a href="https://identita.csob.cz">https://identita.csob.cz</a>. If the obligation ceases to exist and the contractual relationship arising from the Agreement on Identity is terminated, the Authorized Person must store this documentation using another data storage prior to the date of the termination of the contractual relationship.

# V. Communication

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

To communicate with the Client, ČSOB may use any contact details (addresses, email 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 will 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. A 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 will 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 will be deemed to occur on the day of their return to ČSOB. Other postal items sent to the agreed address will be deemed to have been delivered to the Client on the third working day after their dispatch within the Czech Republic, and on the 15th working day if sent abroad. In the event of a document sent to the Client being returned as undeliverable, ČSOB is 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 officially verified signature, unless these Identity Terms and Conditions stipulate otherwise.

# VI. Personal data protection

1. We process your personal data in accordance with the laws regulating the protection and processing of personal data. Detailed information concerning the processing of personal data is provided in Information on Personal Data Processing, available from www.csob.cz and at Branches.

#### VII. Final Provisions

- 1. We shall accept and process any complaints or claims of Clients in accordance with the <u>ČSOB</u> <u>Claims Code</u>, which is available at Branches and at <u>www.csob.cz</u>.
- 2. We will keep confidential any and all facts that are subject to bank secrecy under the law. We will 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, and to business partners authorized to perform certain activities or who offer, sell or operate the products of ČSOB Group, for the purpose of fulfilling business agreements, including the settlement of claims.
- 3. You are liable for all your data provided to us being up-to-date, accurate and complete, and shall notify us of any changes to such data without undue delay, and provide evidence of such a change of data by presenting a valid proof of identity or other document showing such change.
- 4. 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 entity

and beneficial owner of the legal entity, or of a legal entity serving as a member of a statutory body. We will 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 will 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 are 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 entity and its beneficial owner, by submitting documents or information requested by us, in particular proof of the origin of funds remitted into your account and evidence of your good financial standing and obligations or trustworthiness, and you are 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 are authorized to charge fees for your use of the ČSOB Identity according to our valid price list. The current price list is available at Branches and/or at <u>www.csob.cz</u>. If an account designated by you is not appropriate for the charging of fees or is closed or blocked, we are authorized to charge the fees to a different account of yours.
- 6. We are authorized to propose an amendment to these Identity Terms and Conditions. As regards Clients who are individual consumers, we will usually notify them about proposed amendments via the Electronic Banking services or the Service or a bank account statement, or via email, regular mail or a data message, at least two months before the proposed effective date; the proposed amendments will be published on <u>www.csob.cz</u>. Clients who are individual consumers are notified about the publication of the proposed amendments to the Electronic Banking services or the Service via an info email or a text message.

As regards Clients who are individual entrepreneurs or legal entities, we will publish the information about the proposed amendments on <u>www.csob.cz</u> at least one month before the proposed effective date, of which the Client will be informed in a message sent via the Electronic Banking services or the Service, or a bank account statement, regular mail, email or data message.

If you do not reject the suggested amendment by the suggested effective date, this will imply that you have accepted the draft amendment. If you refuse to accept the draft amendment prior to the suggested effective date, you will be entitled to terminate (free of charge) the Agreement on Identity and the agreement concerning the Service affected by the draft amendment, with immediate effect. You must deliver the notice of termination to us no later than the last working day preceding the proposed effective date. We will 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 or the agreement on the Service affected by the amendment in our proposal for amendments. However, we are authorized to make changes to the Identity Terms and Conditions, with immediate effect, which do not affect you adversely in terms of the parameters and pricing conditions of the product, the Service or payment instruments. Such changes may include, in particular:

- adjustments made solely for the benefit of the Client;
- an adjustment made as a result of the addition of new services, with no effect on the existing fees;
- a change in the name of the banking product, service or payment instrument which has no effect on the rights and obligations of the parties;
- changes introduced in connection with improving the safety of banking services or technological development;
- changes to the information details (ČSOB headquarters, individuals in the ČSOB Group).

As a general rule, we provide information about the above changes sufficiently in advance via the Electronic Banking service or the Service, by posting information on <u>www.csob.cz</u>, or by notification in a bank account statement or via an email sent to the address indicated by the Client. Likewise, you may also read the information about such a change within the premises of ČSOB branches.

- 7. In connection with the innovation and modernization of the Service or individual Electronic Banking services, we are entitled to discontinue providing and supporting individual elements of the ČSOB Identity or applications used within the Service or the Electronic Banking service, or replace these with the latest versions thereof, as the case may be, after notifying the Client via the Service or the Electronic Banking service to which the discontinuation of the provision or support applies, or via regular mail, email or a data message, no later than two months before the date on which the discontinuation is to take effect.
- 8. We are entitled to amend the settings of the Services or Electronic Banking services in the Agreement on Identity or the agreement on the Service to which the Identity Terms and Conditions apply, in order to provide the highest level of security of the services, if, as a consequence of causes beyond our control, there is a risk that threatens to reduce the level of security protection, after notifying the Client via the Service or the Electronic Banking service to which the changes apply, or via regular mail, email or a data message, no later than two months before the date of the change/amendment to the settings of the Service or Electronic Banking services is to take effect.
- 9. These Identity Terms and Conditions shall enter into force on 1 July 2020 and shall supersede the ČSOB Identity Terms and Conditions dated 1 November 2019.

#### Československá obchodní banka, a. s.