

BUSINESS TERMS AND CONDITIONS FOR ČSOB IDENTITY



Effective from 1 April 2021.

We, Československá obchodní banka, a. s., with our registered seat at Radlická 333/150, 150 57 Prague 5, Organisation ID No.: 00001350, incorporated in the Commercial Register maintained by the Municipal Court in Prague, Section B: XXXVI, file No. 46 (“**ČSOB**” or “**we**”), hereby issue these Business Terms and Conditions for 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, Act No. 250/2017 Coll., on Electronic Identification, 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 the Client (as defined below in these Identity Terms and Conditions). Legal relations between us and the Client 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 or the App Store, which generates codes for your Authentication and the Authorization of your dispositions entered through the Service.
- Smart Application** shall be deemed to mean the ČSOB Smart Application – original software installed on a smartphone or a tablet from the official app stores Google Play or the App Store, in which you Authenticate yourself and Authorize your legal acts.
- Authentication** shall be deemed to mean proving your identity in the Service.
- Authorization** shall be deemed to mean the authorization of a certain legal act by you while using the Service, and includes the authorization of a legal act using a digital signature based on a Certificate or SMS Key.
- Blocking** shall be deemed to mean a temporary prevention (suspension) or permanent prevention (revocation/cancellation) 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 www.csob.cz/software.
 - 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 a PIN or a password. For more details, see www.ica.cz
 - 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 www.ica.cz
 - 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 www.isabel.eu.
- 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 you (and provided in the Agreement on Identity), as well as the ČSOB Identity Elements listed in Article III of the Identity Terms and Conditions.
- ČSOB eID** shall be deemed to mean our electronic identification service, which will enable your Authentication using the Electronic Identification Means through:
 - a qualified electronic identification system enabling the provision of the National Point service (according to Act No. 250/2017 Coll., on Electronic Identification, as amended)
 - outside the scope of the qualified electronic identification system enabling the provision of the National Point service (in accordance with Act No. 21/1992 Coll., on Banks, as amended)and related services such as providing and confirming your personal identification details, information about you related to your personal identification details and information about your banking transactions.
- Agreement on Identity** shall be deemed to mean the Agreement on ČSOB Identity entered into by and between you and us, which provides, in particular, your identification number and certain ČSOB Identity Elements. The Agreement on Identity may also be concluded in the form of an Application for the Establishment of a ČSOB Identity and a Notification on the Establishment of a ČSOB Identity. The Identity Terms and Conditions form an integral part of the Agreement on Identity.

10. **Confidential Information** shall be deemed to mean information regarding the Client which ČSOB obtained in connection with the provision of services, and which is subject to the confidentiality obligation.
11. **Client** shall be deemed to mean the Service Recipient and the Authorized Person.
12. **Client Centre** shall be deemed to mean specially trained ČSOB staff who provide selected services to Clients over the phone. The method for your Authentication in the Client Centre is regulated by the terms and conditions of the relevant Service.
13. **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.
14. **National Point** shall be deemed to mean the National Point for Identification and Authentication (according to Act No. 250/2017 Coll., on Electronic Identification, as amended).
15. **Point of Sale** shall be deemed to mean a Branch or a branch of Česká pošta, s.p.
16. **Authorized Person** or “**you**” shall be deemed to mean a physical entity 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 through the Service, and, as such, also to establish and use a ČSOB Identity. With regard to the Data Transfer and ČSOB eID services, the Authorized Person is always also the Service Recipient.
17. **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).
18. **Branch** shall be deemed to mean a branch of Československá obchodní banka, a.s., marked with the ČSOB logo, and a Finance Centre – a branch of Československá obchodní banka, a.s., marked with the logo of Poštovní spořitelna.
19. **Portal** shall be deemed to mean our website <https://identita.csob.cz>.
20. **ČSOB Identity Elements** shall be deemed to mean the ČSOB Identity elements listed in Article III of the Terms and Conditions, which are used for your Authentication and Authorization. Authentication and Authorization using the ČSOB Identity Elements in the Service are described in more detail in the terms and conditions of the relevant Service and in the Identity Terms and Conditions.
21. **Electronic Identification Means** shall be deemed to mean the following combinations of ČSOB Identity Elements with which you Authenticate yourself in the ČSOB eID service:
 - user name, password and Smart Key, or
 - user name, password and SMS Key, or
 - user name and Smart Key, or
 - CertificateThese Electronic Identification Means meet a significant level of guarantee.
 - user name and passwordThis Electronic Identification Means meets a low level of guarantee.
22. **Data Transfer** shall be deemed to mean our service using ČSOB Identity Elements, which consists of the transfer of your personal data (according to Act No. 253/2008 Coll., on Selected Measures Against the Legitimization of the Proceeds of Crime and Financing of Terrorism, as amended, Section 11) and other data concerning the Client with his/her consent to a third party (other than ČSOB), after you Authenticate yourself with us and request the provision of this type of service.
23. **Service Recipient** shall be deemed to mean a physical entity, an individual entrepreneur or a legal entity with whom we have an agreement on the provision and use of the Service.
24. **Registration** shall be deemed to mean the inputting of a user name and password in the Portal by you. The Registration process includes the input and verification of your email address.
25. **ČSOB Group** shall be deemed to mean ČSOB and subjects forming a business group with ČSOB; the current list is available at www.csob.cz/skupina.
26. **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.
27. **Service** shall be deemed to mean our services using the ČSOB Identity Elements, the list of which is available at www.csob.cz/identita, and a more detailed description of some services is provided in Article II of the Identity Terms and Conditions.

This especially involves the following services:

- the ČSOB CEB service, specified in the ČSOB CEB Terms and Conditions
- the ČSOB Electronic Banking services, specified in the ČSOB Electronic Banking Services Business 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
- the Data Transfer service as set forth in the Identity Terms and Conditions
- the ČSOB eID service as set forth in the Identity Terms and Conditions
- the Kate Virtual Assistant service as set forth in the Identity Terms and Conditions
- electronic conclusion of selected agreements with ČSOB, which is regulated in the Identity Terms and Conditions

28. **SMS Key** shall be deemed to mean a one-time token for the Authentication, Authorization or activation of an application sent to you to the security phone number provided in the Agreement on Identity.

29. **Smart Key** shall be deemed to mean a one-time token for the Authentication and Authorization, displayed to you in the ČSOB Smart Key Application.

30. **Guaranteed Electronic Signature** shall be deemed to mean a guaranteed electronic signature pursuant to the Regulation (Article 3(11)) which is based on a Qualified Certificate.

II. Agreement on (establishment of) 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 the Point of Sale, or via the Client Centre or electronically at <https://identita.csob.cz> or in the ČSOB Smart Application.

Requests for the establishment of a ČSOB Identity and changes to it through the Client Centre are carried out to the extent corresponding to the manner and degree of Authentication.

A person with limited legal capacity may negotiate the ČSOB Identity and request changes to the ČSOB Identity only through a Branch.

You can also negotiate a ČSOB Identity with us through a third party allowed by ČSOB to do so, where you will forward the Application for the Establishment of a ČSOB Identity to that third party. In the event that we accept your application, we will send you a Notification on the Establishment of a ČSOB Identity and this will lead to the conclusion of an Agreement on Identity.

You can also arrange the ČSOB Identity with us through an entity from the ČSOB Group or its sales representatives that will be allowed by ČSOB to do so.

1.2 You can only have one ČSOB Identity.

1.3 When a ČSOB Identity is agreed on:

- at the Point of Sale or via the Client Centre, or through an entity from the ČSOB Group or its sales representatives, we will assign you a unique identification number for the ČSOB Identity and issue you with one-time ČSOB Identity Elements or the activation code for the Smart Key Application. When you first log in to the Portal at <https://identita.csob.cz>, you will change the one-time ČSOB Identity Elements to permanent ČSOB Identity Elements 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 <https://identita.csob.cz>, you will obtain the ČSOB Identity Elements using selected access elements of the Electronic Banking services (ČSOB CEB/ČSOB Electronic Banking/Electronic Banking of Poštovní spořitelna). Upon registration at <https://identita.csob.cz>, you will set up your ČSOB Identity Elements and generate a code for the activation of the Smart Key Application
- electronically in the Smart Application, where you set up your permanent ČSOB Identity Elements for access (user name and password) as part of the negotiation of the ČSOB Identity and the conclusion of the Agreement on Identity; such permanent ČSOB Identity Elements will then be used to log in to Services using the ČSOB Identity.
- via a third party – we will send you electronically a unique ČSOB Identity identification number and one-time ČSOB Identity Elements. When you first log in to the Portal at <https://identita.csob.cz>, you will change the one-time ČSOB Identity Elements to permanent ČSOB Identity Elements within the registration procedure.

2. Use of the ČSOB Identity

- 2.1 The use of the ČSOB Identity in the Service requires the signing of an Agreement on Identity.
- 2.2 You can find a list of individual services that are currently provided in which you will use the ČSOB Identity and ČSOB Identity Elements for your Authentication and Authorization at www.csob.cz/identita.
- 2.3 You can use the ČSOB Identity through the Portal, in our applications such as the Smart Application or in other digital environments in which ČSOB allows it.
- 2.4 For some individual services, we provide details in this Article II of the Identity Terms and Conditions below.
- 2.5 You can use the indirect payment order service, the payment account information service and the cash balance confirmation service 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 service owner.

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 and the service of confirmation of the cash balance using the Smart Key/SMS Key or Certificate after we Authenticate you through the ČSOB Identity Elements.

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).

- 2.6 You can use the Data Transfer service if you are a person with full legal capacity.
When using the Data Transfer service, we will Authenticate you in this service as follows:
 - user name, password and Smart Key, or
 - user name, password and SMS Key, or
 - Certificate
- 2.7 ČSOB eID
 - a) ČSOB eID will enable your Authentication using the Electronic Identification Means and we provide it:
 - through a qualified electronic identification system enabling the provision of the National Point service,
 - outside the scope of a qualified electronic identification system, either directly or through Bankovní identita, a.s., with its registered seat at Smrčkova 2485/4, Libeň, 180 00 Prague 8.
 - b) You can use ČSOB eID as soon as ČSOB allows it.
 - c) When using ČSOB eID, we Authenticate you in this service with Electronic Identification Means.
 - d) You can use ČSOB eID if you are an adult with full legal capacity (for some services provided under ČSOB eID it is sufficient if you are over 15 years of age) who is listed in the population register, has submitted an identification document verifiable in the population register, and has provided us with current personal data identical to the data listed in the population register.
 - e) Before you use ČSOB eID for the first time, we will verify your identity through the National Point. For this purpose, we send the National Point data about you, especially the number and type of identity document (ID card/passport), or first name and surname, date of birth, place of birth, address code from the Registry of Territorial Identification, Addresses and Real Estates, and citizenship.

If your identity is successfully verified at the National Point, the National Point will assign you an insignificant directional identifier (BSI) and send it to us. We will then enter your Electronic Identification Means with the guarantee-level information into the National Point. We will record your Electronic Identification Means, which consists of ČSOB Identity Elements that you have agreed with ČSOB for the Services and the ČSOB Electronic Banking/Poštovní spořitelna Electronic Banking services. You may have more than one Electronic Identification Means registered at the National Point.

When using the Electronic Identification Means at the National Point, we will only pass on to the National Point your insignificant directional identifier (BSI) with information on whether we have successfully Authenticated you.

- f) In the ČSOB Identity Portal (<https://identita.csob.cz>), you can switch off the ČSOB eID service at any time and then switch it on again.

If you switch off ČSOB eID, all your Electronic Identification Means registered at the National Point will be cancelled (invalidated) and you will not be able to use ČSOB eID. To use ČSOB eID again, you will need to switch on ČSOB eID again in the ČSOB Identity Portal.

- g) In the ČSOB Identity Portal (<https://identita.csob.cz>), you can (temporarily) block or cancel the (temporary) blocking of individual Electronic Identification Means registered at the National Point. As a result of blocking the Electronic Identification Means in the ČSOB Identity Portal, the possibility of using it in the ČSOB eID service will be suspended. Unblocking will restore the possibility of using it in the ČSOB eID service.

Deactivating, enabling ČSOB eID, or blocking/unblocking your Electronic Identification Means does not affect the use of ČSOB Identity Elements in other Services.

The (temporary) blocking of your particular Electronic Identification Means does not affect the use of another of your Electronic Identification Means in the ČSOB eID service.

- h) You can use the low-level Electronic Identification Means (user name and password) in the ČSOB eID service even if you have two-factor Authentication settings specified in the Agreement on Identity.

- 2.8 Through the ČSOB Identity, you can log in to the Internet portals of ČSOB subsidiaries, thus having access to information and services provided by those subsidiaries once ČSOB allows it. Your identification details are provided for these purposes.

- 2.9 Through the ČSOB Identity service, you can, if you are a person with full legal capacity, enter into agreements on selected banking products with ČSOB once ČSOB allows it. You will sign the relevant agreement with an SMS Key, Smart Key or Certificate (depending on which method ČSOB allows). We will sign the agreement with a scanned signature of an authorized representative of ČSOB and provide it with an electronic seal and a qualified time stamp.

2.10 Kate

- a) As an Authorized Person, you may use the services of the Kate Virtual Assistant for your personal needs, including business needs, in applications and digital environments where we allow it, such as the Smart Application, under the terms and conditions set forth below. Depending on the digital environment and the version that is activated and in connection with your personal situation, Kate provides you with assistance in connection with the products of ČSOB, companies from the ČSOB Group and its contractual partners. Kate will help you, in particular, as follows:

- provision of information
For example, Kate can inform you about your products and services, the extended warranty on goods paid for with a particular payment card, transactions made, the fact that you may have accidentally paid twice or that you do not have enough funds in your account for upcoming payments.
- increasing your comfort and your positive customer experience
For example, you can use the voice feature to ask Kate for assistance. Kate can help you, for example, with setting up an automatic repayment on your credit card.
- risk identification and offers aimed at reducing risks
For example, Kate can offer you travel insurance if it registers your payment for an airline ticket.
- suggestions for optimizing your management of your finances
For example, Kate can advise you that you could save on electricity bills if you switch to another electricity supplier.

- b) In relation to Kate, the provisions of this part of the Identity Terms and Conditions concerning Kate take precedence over any deviating provisions set out in the other parts of the Identity Terms and Conditions.

- c) An overview of Kate's basic features is available at www.csob.cz. The range of the features is not guaranteed and may change over time. If the addition or change of a feature should mean a substantive change in another agreement, such as an account agreement or a payment card agreement, such a feature may be used only after the change of such an agreement made in accordance with the applicable legal regulations; otherwise only with your express consent granted through Kate.

- d) Kate has two versions. A real digital assistant that provides you with support with regard to your current personal situation is provided by the proactive version of Kate, which addresses you of its own accord and uses deeper analysis of your personal data for the assistance provided. However,

you can ask this version of Kate for assistance yourselves as well, as is the case with what is called Mini Kate (for more information, see this Article – clauses x) and y) below). The choice of the Kate version is up to you, but the provision of a full-fledged personalized assistance is only possible with the proactive version of Kate (for more information, see this Article – clause n) et seq.).

- e) To start a conversation with Kate, click on the relevant icon. You can have a conversation either via chat or orally. You must turn on your microphone to start voice communication. Voice communication with Kate is recorded. If you turn off the microphone during a conversation, the reception and recording of your speech will be stopped. Kate lets you view the ongoing communication so you can control it. You can stop communicating with Kate at any time. However, communication may also be ended by Kate, especially if you remain silent for a period of time. The end of the communication is visible on the screen.
- f) You should not disclose any sensitive personal data (such as your health information) when communicating with Kate.
- g) If you choose voice communication with Kate, Kate can also respond by voice in combination with chat. Kate never communicates sensitive information, such as an account or payment card number, through voice communication. You can end Kate's voice communication at any time by clicking or tapping the screen or turning off the microphone.
- h) For voice communication with Kate, you should choose a quiet environment, speak clearly and watch the progress of the communication on the screen.
- i) Voice communication may not be supported for all situations. Neither ČSOB nor other companies from the ČSOB Group are responsible for the availability of voice communication or for its interruption for technical reasons.
- j) Voice communication with Kate is provided through Google LLC's Google services. By initiating voice communication with Kate, you agree to the Google Acceptable Use Policy, the full text of which is available at <https://cloud.google.com/terms/aup>.
- k) If an offer of a product or service is made to you through Kate, in some cases you can accept it directly through Kate, or Kate will provide you with the assistance necessary to accept it, e.g. by redirecting you to the website of the service provider or to a ČSOB employee.
- l) Kate's assistance is usually fully automated and can lead to decisions being made without human involvement. More information concerning automated decision making and the processing of personal data as part of the use of Kate is provided in "Information on Personal Data Processing", available at <https://www.csob.cz/portal/csob/ochrana-osobnich-udaju>.
- m) Neither ČSOB nor other companies from the ČSOB Group are liable for damage incurred in connection with the use of Kate, which was caused by improper use of Kate by you or improper operation of your device or as a result of the breaching of the security measures protecting the application or digital environment in which we provide Kate, and the operation of Kate by a third party. Neither ČSOB nor other entities from the ČSOB Group can guarantee Kate's functionality.

Proactive version of Kate

- n) Unlike Mini Kate, this version of Kate also enables proactive communication. Therefore, Kate not only responds to your questions and requests, but also addresses you of its own accord, performing the necessary deeper analysis of your personal data in order to address your requests and create offers for you, and thus makes it possible to solve more complex situations and provide assistance, i.e. target "tailor-made" offers at you.
- o) The prerequisite for using the proactive version of Kate for your personal needs is the conclusion of an agreement between you as the first party and ČSOB and ČSOB Pojišťovna, a.s., a member of ČSOB holding, with its registered seat at Masarykovo náměstí 1458, 532 18, Pardubice - Zelené Předměstí, ID No.: 45534306 (hereinafter "ČSOB Pojišťovna"), and Ušetřeno.cz s.r.o., with its registered seat at Lomnického 1742/2a, Nusle, 140 00 Prague 4, ID No.: 24684295 (hereinafter "Ušetřeno"), as the other party (hereinafter the "Agreement on Kate"). The Agreement on Kate is concluded through Kate in an application or digital environment where ČSOB allows it; by concluding it, you expressly accept the terms and conditions of Kate.
- p) Products and services are offered to you by individual parties. This does not preclude ČSOB from acting as a representative of ČSOB Pojišťovna; however, ČSOB never acts as an intermediary for Ušetřeno. ČSOB is not responsible for the actions of other parties from the ČSOB Group. Through Kate, Ušetřeno provides you with an information service and a comparison of offers of energy suppliers and telecommunications service providers, including the mediation of offers of those suppliers, all in accordance with the terms and conditions of the Portal Ušetřeno.cz – Kate accessible at <https://www.usetreno.cz/podminky/>.

- q) The use of the proactive version of Kate and the conclusion of the Agreement on Kate is actively offered to you by Kate. However, you may request the conclusion of the Agreement on Kate at any later time through an option in the settings of the Smart Application or another digital environment in which we provide Kate.
- r) If, in order to resolve a certain request, it is necessary for you to conclude an Agreement on Kate or to meet other conditions, such as giving your consent, you will be notified thereof by Kate within your communication.
- s) If Kate actively addresses you, it will always first find out your interest in assistance in a given situation. If you indicate that you do not wish to be assisted, Kate will not proceed with any such assistance. The scope of the assistance provided therefore always depends on your decision.
- t) Kate addresses you through notifications – what are called push notifications – whenever it is relevant to your situation. The notifications may be sent even when you do not have Kate open in the Smart Application or in another digital environment in which we provide Kate. In order for Kate to function properly, it is necessary that you allow notifications to be sent on your device.
- u) Through Kate, you may also be offered products and services of entities outside the ČSOB Group, including non-financial products and services.
- v) You may terminate the Agreement on Kate through Kate at any time with immediate effect.
- w) Termination of the Agreement on Kate shall be without prejudice to the ability to use the application or digital environment, including Mini Kate, or the validity of agreements already entered into by you through Kate.

Mini Kate

- x) Mini Kate is a basic version of Kate that you can use if you have entered into the Agreement on Identity. Mini Kate allows you to make inquiries or requests regarding the products and services of ČSOB or other entities from the ČSOB Group that ČSOB is authorized to offer. In order to formulate the most appropriate answer, ČSOB may process your personal data to a reasonable extent. If you do not address Kate with any request, no processing of your personal data will take place.
- y) Mini Kate may not be able to solve all your requests, especially if they require an extensive processing of your personal data.

III. 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 you and indicated in the Agreement on Identity, which can be used for your Authentication while communicating with the Client Centre and the Branch.
 - 1.2 The identification number also serves as a one-time user name, which is further defined in clause 2.1 of this Article.
 - 1.3 You can only have one identification number.
 - 1.4 The identification number remains the same for the entire duration of the contractual relationship established by the Agreement on Identity. If you forget your identification number, you can request it at a Branch or through the Client Centre.
2. One-time user name
 - 2.1 The one-time user name is a numerical code assigned by us to you for the first log-in to the Portal. Only you are authorized to receive the one-time user name when setting up the ČSOB Identity (i.e. we will not issue it to any person representing you). We will send the one-time user name to your contact email address provided in the Agreement on Identity.
 - 2.2 You can request us to provide the one-time user name to you (again) at a Point of Sale or through the Client Centre.
 - 2.3 You can request the invalidation of the one-time user name at a Point of Sale or through the Client Centre.
3. User name
 - 3.1 The user name is your selectable code for access to the Portal.
 - 3.2 The user name is to be set up on 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.
 - 3.3 If you forget the user name, you can request it at a Point of Sale or through the Client Centre.

- 3.4 You can request the invalidation of the user name at a Point of Sale or through the Client Centre. In the event of invalidation of the user name, ČSOB will revoke the Electronic Identification Means using the user name at the National Point.
4. One-time password
- 4.1 The one-time password is a code assigned by us to you by which you confirm the first log-in to the Portal. When establishing the ČSOB Identity, we will always send the one-time password to your security telephone number provided in the Agreement on Identity. If you request the issuance of another one-time password, we will also send it to your security telephone number provided in the Agreement on Identity.
- 4.2 The one-time password will terminate when your password to the Portal is set, but in any case within 30 calendar days from the day on which it is issued.
- 4.3 If an incorrect one-time password to the Portal is input three times, the password will be Blocked permanently.
- 4.4 You can request the new issue/invalidation of the one-time password at a Point of Sale or through the Client Centre.
- 4.5 The one-time password must not be disclosed or made accessible to third parties.
5. Password
- 5.1 The password is your selectable code for access to the Portal.
- 5.2 You set your password up on 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.
- 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 entered three times, the password will be Blocked. You may unblock the password through the Portal.
- 5.5 You may request temporary Blocking of the password (for security reasons in particular) at a Point of Sale or through the Client Centre. Cancellation of the temporary Blocking can only be requested at a Point of Sale.
- 5.6 You can request the invalidation of the password at a Point of Sale or through the Client Centre. In the event of invalidation of the password, ČSOB will revoke the Electronic Identification Means using the password at the National Point.
- 5.7 The password must not be disclosed or made accessible to third parties.
6. Security telephone number
- 6.1 The security telephone number is your telephone number provided in the Agreement on Identity, to which we send your one-time password and SMS Key for Authentication and Authorization.
- 6.2 You can change the security telephone number at a Point of Sale on the basis of a written request or through the Client Centre.
- 6.3 You may request temporary Blocking of the security telephone number (for security reasons in particular) at a Point of Sale or through the Client Centre. Cancellation of the temporary Blocking can only be performed at a Point of Sale upon a written request.
7. Security email address
- 7.1 The security email address is your address that you set in the process of Registration. After Registration, this 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.
- 7.2 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. You subsequently authorize the change.
- 7.3 The contact email address is your address provided in the Agreement on Identity, signed biometrically in accordance with Article IV (17) 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.
8. Contact address
- 8.1 The contact address is your address provided in the Agreement on Identity as an address for the delivery of documentation concerning the ČSOB Identity.
- 8.2 You can request a change of your contact address at a Point of Sale or through the Client Centre.
9. Certificate
- 9.1 We will issue the Certificate to you at a Branch if you are an adult physical entity with full legal capacity. We can also issue a Certificate stored on a medium on the basis of an officially authenticated power of attorney or a power of attorney granted in the presence of a ČSOB employee. In the case of issuing a Certificate on the basis of a power of attorney, the Certificate cannot be used for ČSOB eID.

- 9.2 If you have a Certificate issued before the moment of the conclusion of the Agreement on Identity and you have agreed on its use in our Electronic Banking services, you can use the Certificate in the Service that allows it.
- 9.3 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.
- 9.4 As regards Isabel Certificates, the follow-up certificates are issued automatically. We no longer issue a new Isabel Certificate.
- 9.5 If the Certificate is permanently blocked (i.e. its validity has expired) or if your personal data changes during the period of validity of the Certificate, you may request a new Qualified or Commercial Certificate at a Branch.
- 9.6 At your written request, we can perform a temporary Blocking of a Certificate at a Branch, or cancel the Blocking. You may further request a temporary Blocking via the Client Centre.
- 9.7 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 us.
- 9.8 Invalidation means the permanent Blocking of the Certificate. Subsequently, the Certificate can no longer be used. You can invalidate the Certificate on the web pages of the relevant certification authority, or we will invalidate it upon your application submitted at the Branch. In the event of invalidation of the Certificate, ČSOB will revoke the Electronic Identification Means using the Certificate at the National Point.
10. SMS Key
- 10.1 If you enter a wrong code five times in succession, the SMS Key and the security telephone number will be blocked automatically. You can request unblocking at a Point of Sale or through the Client Centre.
- 10.2 By activating the Smart Key, you will suspend the use of the SMS Key for Authentication and Authorization, with the exception of Authorization – the use of the SMS Key for the electronic signature of the contractual documentation and the renewal of the Smart Key.
11. Smart Key
- 11.1 If you enter a wrong code five times in succession, the Smart Key will be blocked automatically. You can perform its unblocking on the Portal or request unblocking at a Point of Sale or through the Client Centre.
- 11.2 You can request the invalidation of the Smart Key at a Point of Sale, and its invalidation will also activate the SMS Key. In the event of invalidation of the Smart Key, ČSOB will revoke the Electronic Identification Means using the Smart Key at the National Point.

IV. Rights and Obligations Related to the ČSOB Identity

1. The Client is obliged to read information messages concerning changes to the Terms and Conditions and the Price List and changes to ČSOB's websites.
2. You are obliged to verify the accuracy of the data entered in the Electronic Identification Means upon receipt of the Electronic Identification Means.
3. The Client is obliged to follow the principles of safe use of ČSOB Identity Elements, including the Electronic Identification Means, published in the Safety Guide at <https://www.csob.cz/bezpecnost>. The Client is obliged to follow the information security messages displayed in the ČSOB Identity service and on the website <https://www.csob.cz/bezpecnost>.
4. The Client must ensure that the device used for the ČSOB Identity has:
 - a) an updated operating system (regular updates remove security flaws from the system);
 - b) an updated Internet browser from a recommended SW shown at www.csob.cz/identita;
 - c) a functional (constantly on) and updated antivirus program set to regularly monitor viruses on the Device;
5. The Client must:
 - a) not download and install programs that can be freely downloaded from the Internet if he/she cannot be fully sure that they are free of viruses or spyware, or that they do not come from a source that is untrustworthy;
 - b) install (on their tablet or smartphone) only programs from trusted sources or those recommended expressly by the device manufacturer (App Store, Google Play) and follow the authorizations required by the installed application (e.g. deny access of the application to text messages, etc.);

- c) not use mobile devices with settings that have been changed by what is called a "jailbreak" or "root" (these changes may affect the security of these devices by reducing their resistance to malware);
 - d) have the Device under permanent control and use all possible precautions to prevent a third party accessing the Device (e.g. securing the Device by a pass phrase);
 - e) use only a trusted and properly secured Device (e.g. not a public computer with Internet access without an adequate level of safety);
 - f) prior to logging in, check whether the ČSOB server address corresponds to <https://identita.csob.cz> and whether the page certificate (certificate confirming that the page owner is ČSOB) is valid. The current issuer of the certificate is listed at <https://www.csob.cz/certifikaty>. In the event of any doubt regarding the address or validity of the certificate, not perform any acts, not enter any access elements and contact the Helpdesk;
 - g) keep the personal certificate on a portable medium (e.g. USB) and have the portable medium under control.
6. The Client is obliged to acquaint themselves with the security of the Service and the ČSOB Identity Elements specified in the Safety Guide at <https://www.csob.cz/bezpecnost>, as well as the following rules of security of the ČSOB Identity and the ČSOB Identity Elements, and is obliged to comply with these rules:
- a) the options for setting access elements, in particular the recommendation of not using simple passwords or user names that can be derived from his/her information;
 - b) observe safe behaviour on the Internet (e.g. not react to email messages with a suspicious name and contents, particularly if personal data, passwords or his/her PIN code or payment card numbers are required to be provided, not open documents attached to such messages and not click on links in these messages);
 - c) not allow the password to be remembered in the Internet browser
 - d) not allow third parties to register biometric features in the Client's device/application
7. The Client is obliged to handle the ČSOB Identity Elements (including the Electronic Identification Means) with due care so as to minimize the possibility of their misuse. The Client is obliged to take all reasonable measures to protect the ČSOB Identity Elements and the means of communication, and in particular to ensure that another person does not learn the ČSOB Identity Elements used by the Authorized Person and does not use them. The Client may not record the ČSOB Identity Elements in an easily recognizable manner or keep them together with the means of communication (such as writing the PIN on the chip card). In the event that you are a minor/person with limited legal capacity, your statutory representative/guardian, who concluded the Agreement on Identity on your behalf, is responsible for the protection and safe use of the ČSOB Identity Elements.
8. In the event of problems and questions about the ČSOB Identity, the Client may contact the ČSOB Identity Helpdesk at any time.
9. In the event of loss, theft, misuse or imminent risk of misuse or suspected misuse of the ČSOB Identity Elements (including the Electronic Identification Means) and/or means of communication (e.g. mobile phone, SIM card), the Client is obliged to notify us immediately. We will be entitled to Block them immediately as a result. The Client may also request Blocking for the above reasons. They can notify us in person at a Point of Sale or through the Client Centre. We will not be liable for any damage sustained if the Client fails to provide the notification.
10. The Client bears full liability for any damage incurred in connection with the breach of the obligation specified in Article IV (3-7) of the Identity Terms and Conditions. The Client acknowledges that a breach of the obligation agreed to ensure the security of the use of the Service, the ČSOB Identity and the ČSOB Identity Elements may lead to the execution of an unauthorized payment transaction, as well as other damage (incurred by the Client and third parties), and the Client shall be liable for any such damage.
11. We are authorized to Block the ČSOB Identity Elements/payment instrument for reasons relating to the security of the ČSOB Identity Elements/payment instrument, especially if we suspect unauthorized or fraudulent use of the ČSOB Identity Elements/payment instrument. Before Blocking the ČSOB Identity/payment instrument, or, if not possible before, immediately afterwards, we will inform you about the Blocking of the ČSOB Identity Elements/payment instrument and the reasons for this in the manner specified in Article V (1), Communication, of the Identity Terms and Conditions, unless informing you might thwart the purpose of Blocking the ČSOB Identity Elements/payment instrument or is in conflict with other legal regulations. In the event of the Blocking of the ČSOB Identity Elements, you cannot use the Services.
12. We will be entitled to replace the ČSOB Identity Elements 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.
13. 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, i.e. including the establishment and use of the ČSOB Identity, complies with the obligations stipulated in the Identity Terms and Conditions.

14. 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.
15. We are entitled to use the data kept about you in the public administration information system, including the data kept in the basic register, in order to fulfil our obligations stipulated by legal regulations, but not before 1 January 2021. To this end, we are entitled to set up and manage an information system that will enable the use of these data.
16. ČSOB is entitled to use data:
 - a) from the basic population register,
 - b) from the information system of population registration,
 - c) from the information system of foreigners,
 - d) from the information system of identity card records, and
 - e) from the information system of passport records.
17. You can sign electronic contractual or other documentation relating to the ČSOB Identity with your 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 to the documentation and send it to your ČSOB Identity at <https://identita.csob.cz>. If the obligation ceases to exist and the contractual relationship arising from the Agreement on Identity is terminated, you must store this documentation using another data storage medium prior to the date of the termination of the contractual relationship.
18. We will process your requests and applications submitted via the Points of Sale or the remote negotiation of the ČSOB Identity within the following deadlines:
 - Application for the Establishment of ČSOB Identity no later than 15 days after the date of submission
 - Request for Changes to ČSOB Identity no later than five days after the date of submission

V. Communication

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

We may use all the Client's contact data for communication with the Client (addresses, email addresses, phone numbers) communicated to us by the Client at the time of the establishment of the contractual relationship and in the course thereof.
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 of the Client as may be agreed. The agreed address may not be the address of a Point of Sale or a P.O. BOX.
3. The Client shall arrange for the receipt of consignments at the above addresses, and any breach of this obligation shall be considered a wilful 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 the Client and not subject to delivery by a provider of postal services may be collected by the Client from us in person or by other persons designated by the Client 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 the Client's 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 at <https://www.csob.cz/portal/csob/ochrana-osobnich-udaju>, and at a Point of Sale upon request.

VII. 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 Points of Sale and at www.csob.cz.
2. We shall keep confidential any and all facts that are subject to banking secrecy under the law. We will keep such information confidential even after the contractual relationship ends. We are entitled to provide information that is subject to banking secrecy only to the Client, the identification service provider and institutions in accordance with legal regulations and within the framework of contractual arrangements.
We are entitled to provide information that is subject to banking secrecy to companies in the ČSOB Group. The Confidential Information may be used by the companies in the ČSOB Group in particular for serving the Client and providing customer care, including marketing and offers of trade and services provided by the ČSOB Group and their business partners, for example in the form of commercial email messages. For the above purposes, we are also entitled to provide the Confidential Information regarding the Client – a legal entity – to the entities in the KBC Group. Furthermore, we are entitled to share the Confidential Information with business partners authorized to perform certain activities or offering, selling or operating any products of the ČSOB Group, for the purpose of the fulfilment of sale agreements, including the settlement of claims.
3. The Client is responsible for all the 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 the Client or the person representing the Client, and if the Client is 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 of the Client (or the person representing the Client) refusing 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 the law on measures against money laundering and the financing of terrorism, we are entitled to ask the Client to provide additional data on the Client, those representing the Client and, for legal entities, additional data on the controlling entity and the beneficial owner of that legal entity at any time during the contractual relationship with the Client and also to ask the Client to submit the required documents or information, including proof of the origin of funds remitted to the Client's account and documents proving the Client's creditworthiness and his/her liabilities or his/her credibility, and the Client is obliged to provide this. We can make copies of all documents submitted by the Client in relation to the fulfilment of the duty to identify and verify the identity of the Client, for the purpose of Act No. 253/2008 Coll., as amended, and process the information thus obtained to fulfil the purpose of that Act; copies of all identity documents can only be made with the prior consent of the document holder. We are entitled to decline to carry out any transaction of the Client that is associated with the risk of money laundering 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 carry out any transactions which we reasonably believe to be non-compliant with the law.
5. We are authorized to charge fees for the Client's use of the ČSOB Identity according to our valid price list. The current price list is available at Points of Sale and/or at www.csob.cz. We are entitled to collect the fees from any account of the Client maintained with us. We prefer to collect the fees from a current payment account. If the Client does not have such an account or such an account has been cancelled or blocked or there are not enough funds in it to pay the fees, we collect the fees from another account of the Client maintained with us.
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 www.csob.cz. 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 at www.csob.cz 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 the Client does not refuse the proposed amendment by its effective date, the Client is deemed to have accepted the amendment. If the Client refuses to accept the draft amendment prior to the suggested effective date, the Client 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. The Client 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 a 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 the Client 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;
- adjustments caused by the addition of a new service, which does not have any effect on the existing fees,
- changes to the name of the banking product, service or payment means, which do not have any effect on the rights and obligations of the contracting parties,
- adjustments necessitated by the need to increase the level of security of the banking services, or by technological advances,
- 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 www.csob.cz, 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 the Points of Sale.

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 ČSOB Identity Elements 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 on which 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 April 2021 and shall supersede the ČSOB Identity Terms and Conditions dated 1 November 2020.

Československá obchodní banka, a. s.