

BUSINESS TERMS AND CONDITIONS FOR ČSOB IDENTITY



Effective from 1 July 2023.

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 kept by the Municipal Court in Prague, Section B: XXXVI, Insert 46 (hereinafter referred to as "**ČSOB**"), hereby issues these Business Terms and Conditions for ČSOB Identity (hereinafter referred to as the "**Identity Terms and Conditions**") pursuant to the Civil Code, the Payment System Act and other legal regulations. Legal relations between ČSOB and Clients in the provision of ČSOB Identity services under the Identity Terms and Conditions shall be governed by the laws of the Czech Republic. Communication shall take place in the Czech language, unless otherwise agreed.

I. Definitions and Terms

1. **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, Apple App Store, Huawei AppGallery, which generates codes for the Authentication and Authorisation of instructions entered by an Authorised Person through the Service.
2. **Smart Application** shall be deemed to mean the ČSOB Smart Application – a mobile application from ČSOB installed on a smartphone or a tablet from the official app stores Google Play or App Store, in which the Authorised Person Authenticates himself/herself and Authorises his/her legal acts.
3. **Authentication/Authenticate** shall be deemed to mean proving the identity of an Authorised Person in the Service.
4. **Biometric Authentication** shall be deemed to mean Authentication using a biometric sensor supported by the Authorised Person's device's operating system in the mobile applications that the Authorised Person activates (as set out in the Identity Terms and Conditions for the Smart Application, and for other applications in the terms and conditions governing that application), which activation is valid for a maximum of 365 days (unless deactivated earlier) and requires reactivation upon expiry.
5. **Authorisation/Authorise** shall be deemed to mean confirmation of a specific legal action by an Authorised Person (including signing a document) in the Service.
6. **Blocking** shall be deemed to mean a temporary prevention (suspension) or permanent prevention (revocation/cancellation) of use of the ČSOB Identity Element.
7. **Certificate** shall be deemed to mean personal certificates: I.CA Qualified Certificate, I.CA Commercial Certificate (issued by První certifikační, a.s.), Ardaco Qualified Certificate (issued by Ardaco, a.s.) and one-time ČSOB Commercial Certificate (issued by ČSOB at the time of signing the document), which are used for Authentication and/or Authorisation and in the ČSOB Identity Portal. For more details, see www.csob.cz/software.
8. **ČSOB Identity** shall be deemed to mean the data capture of the Authorised Person's identity in ČSOB systems, verified upon login via the ČSOB Identity Elements on the Login Page.
9. **ČSOB eID** shall be deemed to mean an electronic identification service which will enable the Authentication of the Authorised Person 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., as amended),
 - outside the scope of the qualified electronic identification system enabling the provision of the National Point service (according to Act No. 21/1992 Coll., as amended)and related services such as providing and confirming personal identification details, information related to the personal identification details and information about the Authorised Person's banking transactions, as further described in Article III of the Identity Terms and Conditions.
10. **Agreement on Identity** shall be deemed to mean the Agreement on ČSOB Identity entered into by and between the Authorised Person and ČSOB, by which the ČSOB Identity is established and which provides, in particular, the 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 ČSOB Identity and a Notification on the Establishment of ČSOB Identity. The Identity Terms and Conditions form an integral part of the Agreement on Identity.
11. **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.

12. **Kate** shall be deemed to mean a virtual assistant who provides the Authorised Person with personalised assistance, in particular in connection with providing information, improving convenience and customer experience, identifying risks with suggestions for their reduction, suggestions for optimising the management of funds and products and services of the ČSOB Group and its contractual partners (including products and services of a non-financial nature), according to the individual needs of the Authorised Person.
13. **Client** shall be deemed to mean the Service Recipient and the Authorised Person.
14. **Client Centre** shall be deemed to mean a specialised ČSOB site that provides selected services and remote support.
The method for Authenticating Authorised Persons in the Client Centre is regulated by the Identity Terms and Conditions and the terms and conditions of the relevant Service.
15. **Qualified Electronic Signature** shall be deemed to mean a qualified electronic signature (pursuant to EU Regulation 910/2014 – Article 3(12)) which is based on an I.CA or Ardaco Qualified Certificate and created by a qualified electronic signature creation device.
16. **National Point** shall be deemed to mean the National Point for Identification and Authentication (according to Act No. 250/2017 Coll., as amended).
17. **Point of Sale** shall be deemed to mean a Branch or a branch of Česká pošta, s.p.
18. **Authorised Person** shall be deemed to mean a private individual who has established a ČSOB Identity based on the Agreement on ČSOB Identity and is entitled to take legal actions when using the Service. An Authorised Person may – for some types of Services – be a Service Recipient at the same time, and/or may be a person empowered/designated/authorised by a Service Recipient to perform legal acts through the Service, who establishes and uses a ČSOB Identity. With regard to the ČSOB eID service, the Authorised Person is always also the Service Recipient.
19. **PIN (for the Smart Key Application)** shall be deemed to mean a numeric code for access to the Smart Key Application, which can be entered from a keypad or a built-in biometric sensor (if ČSOB supports the technology in the given type of mobile device).
20. **Branch** shall be deemed to mean a branch of Československá obchodní banka, a.s., marked with the ČSOB logo.
21. **ČSOB Identity Portal** shall be deemed to mean the website www.mojeidentita.csob.cz, where the Authorised Person can manage his/her ČSOB Identity and where he/she is redirected after Authentication on the Login Page.
22. **ČSOB Group Portal** shall be deemed to mean the website www.skupina.csob.cz, which displays an overview of ČSOB Group products/services, from which the Authorised Person can go to the portals of the subsidiaries, and to which he/she is redirected after Authentication on the Login Page by entering www.online.csob.cz or from the signpost located at www.csob.cz.
23. **ČSOB Identity Elements** shall be deemed to mean the elements of the ČSOB Identity as set out in Article V of the Identity Terms and Conditions, which are used for the Authentication of the Authorised Person via ČSOB Identity and Authorisation and are regulated in the Identity Terms and Conditions and, where applicable, in the terms and conditions of the relevant Service.
24. **Electronic Identification Means** shall be deemed to mean the following combinations of ČSOB Identity Elements used for Authentication in the ČSOB eID service:
- user name, login password and Smart Key (significant level of guarantee), or
 - user name, login password and SMS Key (significant level of guarantee), or
 - user name and Smart Key (significant level of guarantee), or
 - I.CA Commercial Certificate (significant level of guarantee),
 - user name and login password (low level of guarantee).
25. **Login Page** shall be deemed to mean the website www.identita.csob.cz, where the Authorised Person Authenticates himself/herself with ČSOB Identity through the ČSOB Identity Elements.
26. **Service Recipient** shall be deemed to mean a private individual, a private individual entrepreneur or a legal entity with whom ČSOB or a subsidiary of the ČSOB Group using the ČSOB Identity has concluded an agreement on the provision and use of the Service if the Service requires it.
27. **Registration** shall be deemed to mean the inputting of a user name and login password in the ČSOB Identity Portal by the Authorised Person. The Registration process includes the input and verification of the Authorised Person's email address.
28. **ČSOB Group** shall be deemed to mean ČSOB and entities forming a business group with ČSOB; the current list is available at www.csob.cz/skupina.
29. **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.

30. **Service** shall be deemed to mean the services of the ČSOB Group listed at www.csob.cz/identita, to which the Authorised Person logs in with the ČSOB Identity (via the ČSOB Identity Elements), as described in Article III of the Identity Terms and Conditions (e.g., Kate), and also, in particular:
- the service of ČSOB CEB, which ČSOB provides on the basis of an agreement and which is regulated in more detail in the Terms and Conditions for the Provision of the ČSOB CEB Service,
 - ČSOB Electronic Banking services, which ČSOB provides on the basis of an agreement and which are regulated in more detail in the ČSOB Electronic Banking Services Business Terms and Conditions.
31. **SMS Key** shall be deemed to mean a one-time token (ČSOB Identity Element) for the Authentication, Authorisation or activation of an application sent to the Authorised Person at the security phone number provided in the Agreement on Identity.
32. **Smart Key** shall be deemed to mean a ČSOB Identity Element for Authentication and Authorisation via the Smart Key Application.
33. **Guaranteed Electronic Signature** shall be deemed to mean a guaranteed electronic signature (pursuant to EU Regulation 910/2014 – Article 3(11)), which is based on an I.CA Qualified Certificate or ČSOB Commercial Certificate.

II. Agreement on (Establishment of) ČSOB Identity

1. The Authorised Person may only arrange the ČSOB Identity with ČSOB on the basis of an Agreement on Identity concluded at the Point of Sale, through the Client Centre or electronically at www.csob.cz, or in the Smart Application. A person with limited legal capacity may negotiate the ČSOB Identity only through a Branch and request changes to the ČSOB Identity through a Point of Sale.
2. The Authorised Person can also arrange the ČSOB Identity with ČSOB through some entities from the ČSOB Group or its sales representatives.
3. ČSOB Identity may also be arranged for a minor, who is represented in contractual matters by a legal guardian until reaching the age of legal capacity, or for a person with limited legal capacity, who is represented in contractual matters by a court-appointed custodian. Only one legal guardian represents a minor Client when concluding the Agreement on Identity and only that legal guardian may continue to amend or terminate the contractual relationship.
4. Each Authorised Person may only enter into one Agreement on ČSOB Identity with ČSOB.
5. The Agreement on Identity concluded electronically is sent by ČSOB to the Authorised Person in the ČSOB Identity Portal.
If the obligation ceases to exist and the contractual relationship arising from the Agreement on Identity is terminated, the Authorised Person must store this documentation using another data storage prior to the date of the termination of the contractual relationship.
6. When a ČSOB Identity is agreed on:
 - at the Point of Sale or via the Client Centre or via an entity from the ČSOB Group or its sales representatives, a unique identification number for the ČSOB Identity will be assigned to the Authorised Person and one-time ČSOB Identity Elements or the activation code for the Smart Key Application will be issued. These elements cannot be provided to any other person, even on the basis of a power of attorney. When first logging in to the ČSOB Identity Portal, the Authorised Person will change the one-time ČSOB Identity Elements to permanent ČSOB Identity Elements within the Registration procedure,
 - electronically, the Authorised Person requests the conclusion of an Agreement on Identity at www.csob.cz and, upon acceptance of that request, ČSOB will send the Authorised Person one-time ČSOB Identity Elements, which the Authorised Person will change to permanent ČSOB Identity Elements as part of the Registration to the ČSOB Identity Portal, and, if applicable, generate a code for activating the Smart Key Application,
 - electronically in the Smart Application, the Authorised Person will set up his/her permanent ČSOB Identity Elements for access (user name and login password) after the ČSOB Identity has been arranged; such permanent ČSOB Identity Elements will then be used for Authentication via the ČSOB Identity,

III. Use of the ČSOB Identity

1. The Authorised Person can use the ČSOB Identity to log in to the ČSOB Identity Portal, the ČSOB Group Portal, the Smart Application and the Service.
2. The use of the ČSOB Identity in the Service requires the signing of an Agreement on Identity.
3. Details of some Services are set out further in this Article of the Identity Terms and Conditions:

A. ČSOB eID

- a) The ČSOB eID service can be used by an Authorised Person once he/she has established a ČSOB Identity and provided that he/she meets the conditions for its use. If the Authorised Person is not interested in using this service, it can be turned off and on again in the ČSOB Identity Portal.
- b) ČSOB eID will enable the Authorised Person to Authenticate himself/herself using the Electronic Identification Means for the purpose of verifying his/her identity with a third party through a qualified electronic identification system enabling the provision of the National Point service or outside the framework of a qualified electronic identification system either directly or through Bankovní identity, a.s., with its registered seat at Smrčkova 2485/4, Libeň, 180 00 Prague 8.
- c) When using ČSOB eID, the Authorised Person is Authenticated in this service with Electronic Identification Means. In connection with the ČSOB eID service, the Authorised Person may be asked to Authorise his/her request with an I.CA Qualified Certificate, Smart Key, SMS or "click".
- d) An Authorised Person may use ČSOB eID if he/she is identified in accordance with the applicable legal regulations for such purposes by a person authorised to make that identification (Act No. 21/1992 Coll., on banks, as amended), is of legal age, has full legal capacity, is listed in the Population Register, has submitted an identification document verifiable in the Population Register, and his/her current personal data in ČSOB is identical to the data listed in the Population Register.
- e) After the Authorised Person has set up the ČSOB Identity, his/her identity will be verified through the National Point (before he/she uses ČSOB eID for the first time). For this purpose, details of the Authorised Person are sent to the National Point, especially the number and type of identity document (ID card/passport), first name and surname, date of birth or place of birth, address code from the Registry of Territorial Identification, Addresses and Real Estates, and citizenship.

If the Authorised Person's identity is successfully verified at the National Point, the National Point will assign an insignificant directional identifier (BSI) to the Authorised Person and send it to ČSOB. ČSOB will then enter the Authorised Person's Electronic Identification Means with the guarantee-level information into the National Point. The Electronic Identification Means consists of the ČSOB Identity Elements that the Authorised Person has agreed with ČSOB for the Services. It is possible to have more than one Electronic Identification Means registered at the National Point.

When the Authorised Person uses the Electronic Identification Means at the National Point, ČSOB will only pass on to the National Point his/her insignificant directional identifier (BSI) with information on whether the Authorised Person has been successfully Authenticated.

- f) If the Authorised Person switches off ČSOB eID, all his/her Electronic Identification Means registered at the National Point will be cancelled (invalidated) and the Authorised Person will not be able to use ČSOB eID. In order to use ČSOB eID again, the Authorised Person must switch ČSOB eID back on in the ČSOB Identity Portal.
- g) In the ČSOB Identity Portal, the Authorised Person 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 the Electronic Identification Means does not affect the use of ČSOB Identity Elements in other Services.
The (temporary) blocking of a particular Electronic Identification Means does not affect the use of another Electronic Identification Means in the ČSOB eID service.
- h) In the event of invalidation of the user name, login password, Smart Key or corresponding Certificate, ČSOB will revoke the Electronic Identification Means using the ČSOB Identity Element in question at the National Point.
- i) The Authorised Person can use the low-level Electronic Identification Means (user name and login password) in the ČSOB eID service even if he/she has two-factor Authentication settings specified in the Agreement on Identity.

B. Login to subsidiary portals

Through the ČSOB Group Portal, the Smart Application or the Login Page (if the subsidiary's portal allows it), the Authorised Person can access the web portals of ČSOB subsidiaries and thus gain access to information and services of these subsidiaries. The Authorised Person's identification details are provided for these purposes to the necessary extent.

C. Electronic conclusion of agreements with ČSOB

Through the ČSOB Group Portal or the Smart Application, the Authorised Person can, if he/she has full legal capacity, enter into agreements on selected banking products with ČSOB. He/she will sign the agreement with an electronic signature based on the SMS Key, I.CA Qualified Certificate or ČSOB Commercial Certificate, or

confirm his/her consent to its contents by "click". ČSOB will sign the agreement with a scanned signature of an authorised representative of ČSOB and provide it with an electronic seal and a qualified time stamp. Authorisation of an electronic signature based on a ČSOB Commercial Certificate is performed by the Authorised Person using the ČSOB Identity Elements.

D. Kate

- a) An Authorised Person can use Kate in the Smart Application. The Authorised Person can make payment transactions using Kate in the Smart Application only if he/she has arranged the use of ČSOB Electronic Banking services.
- b) No advice is ever given through Kate within the meaning of the laws governing credit, investment and insurance advice.
- c) For an overview of the current services provided via Kate and details of how to set up this service, see www.csob.cz/kate. Persons under the age of 18 and persons with limited legal capacity may use Kate only on a limited basis.
- d) If the Authorised Person uses Kate in the ČSOB CEB service, the provisions on Kate set out in the Identity Terms and Conditions shall not apply, and the contractual relationship shall be governed by the Terms and Conditions for the Provision of the ČSOB CEB Service.
- e) For the purpose of personalised assistance provided by Kate, ČSOB is entitled to process and analyse the details and personal data of the Authorised Person to the appropriate extent.
- f) The Authorised Person must not disclose sensitive personal data to Kate (e.g., health condition) or use vulgar or derogatory language in communications with Kate.
- g) Kate's assistance is usually fully automated and can lead to decisions being made without human involvement. For more information, visit www.csob.cz/osobniudaje.
- h) Kate addresses the Authorised Person through notifications whenever it is relevant to the situation. The Authorised Person can set the Kate notification features to his/her preference or turn them off completely. The notifications may be sent even when the Authorised Person does not have Kate open in the Smart Application or in another digital environment in which ČSOB provides Kate. In order for Kate to function properly, it is necessary that the Authorised Person allows notifications to be sent on his/her device.
- i) Within the scope of Kate services, ČSOB is authorised to act as a representative or agent of ČSOB Group members or ČSOB Group contractual partners, also with respect to services of a non-financial nature. ČSOB is not responsible for the actions of any other ČSOB Group members in Kate. ČSOB never acts as an agent of Ušetřeno.cz s.r.o., with its registered seat at Lomnického 1742/2a, Nusle, 140 00 Prague 4, Organisation ID No.: 24684295 (hereinafter referred to as "Ušetřeno"), or of business partners of Ušetřeno. Within Kate, Ušetřeno does not execute or conclude mediation contracts with Authorised Persons in the energy sectors and only actively reaches out to Authorised Persons who have provided [Consent to the use of data for the ČSOB Group](#).
- j) Voice communication with Kate is provided through Google Services by Google LLC. By initiating voice communication with Kate, the Authorised Person agrees to the Google Acceptable Use Policy, the full text of which is available at <https://cloud.google.com/terms/aup>.

IV. Authorised Person Authentication Using ČSOB Identity

1. The Authorised Person Authenticates himself/herself for the ČSOB Identity Portal / ČSOB Group Portal on the Login Page using these ČSOB Identity Elements:
 - user name, login password and SMS Key, or
 - user name, login password and Smart Key, or
 - I.CA Commercial Certificate,
 - by scanning the QR code from the Login Page with Smart Key authorisation, only in the online mode, if ČSOB allows such authentication method.
2. The Authorised Person Authenticates himself/herself for the Smart Application using these ČSOB Identity Elements:
 - user name, login password and SMS Key, or biometric data, or
 - Smart Key or biometric data.
3. In the Client Centre, the Authorised Person is Authenticated by:
 - callback of ČSOB to the Authorised Person, or
 - Smart Key, or
 - questions posed by ČSOB to the Authorised Person.

4. The method of Authentication via ČSOB Identity (ČSOB Identity Elements) to the Services is governed by the Identity Terms and Conditions with respect to Services expressly listed in Article III of the Identity Terms and Conditions or the terms and conditions of the relevant Service with respect to other Services (not expressly listed in Article III of the Identity Terms and Conditions).

V. ČSOB Identity Elements and Their Management

1. The Authorised Person may use the agreed ČSOB Identity Elements listed below in this Article for Authentication/Authorisation:

- **Identification number of ČSOB Identity**

The identification number is a number specified in the Agreement on Identity, which is used by the Authorised Person for Authentication, communication with the Client Centre and the Branch, and also as a one-time user name. The identification number will be communicated (again) to the Authorised Person by the Point of Sale / Client Centre.

- **One-time user name**

A one-time user name is a numerical figure assigned to the Authorised Person for the first login to the ČSOB Identity Portal, which ČSOB gives to the Authorised Person at the Point of Sale / sends to the Authorised Person's contact email address (cannot be given to any other person, even on the basis of a power of attorney).

The Authorised Person may request the (repeated) provision/invalidation of the one-time user name at a Point of Sale / in the Client Centre.

- **User name**

The user name set by the Authorised Person when first logging into the ČSOB Identity Portal after entering the one-time user name continues to be used for logging into the Identity Portal and can be changed in the ČSOB Identity Portal.

The Authorised Person may request the (repeated) provision/invalidation of the user name at a Point of Sale / in the Client Centre.

- **One-time login password**

The one-time login password is sent by ČSOB to the Authorised Person at the security phone number; that one-time login password is entered by the Authorised Person when first logging into the ČSOB Identity Portal and expires at the moment of setting the login password to the ČSOB Identity Portal, but no later than 30 calendar days after its issue.

Repeatedly incorrect entries will result in a permanent Blocking. The Authorised Person may request the issuance of a new / invalidation of the one-time login password at a Point of Sale / in the Client Centre; the new password is sent by ČSOB to the security phone number.

- **Login password**

The login password set by the Authorised Person when first logging into the ČSOB Identity Portal after entering the one-time login password continues to be used for logging into the ČSOB Identity Portal and can be changed/set anew in the ČSOB Identity Portal at any time.

Repeatedly entering an incorrect login password will result in a password Blocking, which can be lifted in the Identity Portal. The Authorised Person may request a temporary Blocking and its lifting / invalidation of the login password at a Point of Sale / in the Client Centre.

- **Security phone number**

The security phone number is the Authorised Person's phone number provided in the Agreement on Identity, to which ČSOB sends the one-time login password and SMS Key for Authentication and Authorisation.

A change / temporary Blocking / lifting of the temporary Blocking of the security phone number can be made by the Authorised Person at a Point of Sale / in the Client Centre (after Authentication via callback or the Smart Key).

- **Security email address**

The security email address is the address of the Authorised Person provided at Registration, which must not be the same as the email address of any other person provided at Registration. The security email address may also be the address specified in the Agreement on Identity as the contact email address, provided that the Authorised Person confirms it as the security email address during Registration and it is not registered by any other person. The Authorised Person can change his/her address in the ČSOB Identity Portal by entering a new email address and verification code from the email sent by ČSOB to the new email address and Authorising that action. The security email address is used to reset the login password in the ČSOB Identity Portal after it has been Blocked.

- **Contact address**

The contact address is the address of the Authorised Person specified in the Agreement on Identity, which can be changed at a Point of Sale / in the Client Centre / in the ČSOB Electronic Banking services.

- **Certificate**

A precondition for issuing an Ardaco Qualified Certificate and a ČSOB Commercial Certificate to an Authorised Person is that the Authorised Person has arranged for ČSOB Identity with Smart Key.

It is also possible to issue Certificates 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, but such Certificates cannot be used for the ČSOB eID service.

If the Authorised Person has an I.CA Qualified Certificate / I.CA Commercial Certificate issued prior to the moment of conclusion of the Agreement on Identity, he/she may use it in the Service that allows it.

The Authorised Person may apply to a Branch for temporary Blocking / unblocking of the I.CA Qualified Certificate / I.CA Commercial Certificate. A temporary Blocking may also be requested via the Client Centre. If the certificate is temporarily Blocked, it cannot be used in ČSOB for Authentication/Authorisation.

The Authorised Person may request a Branch to invalidate the I.CA Commercial Certificate / I.CA Qualified Certificate / Ardaco Qualified Certificate. The Authorised Person may also invalidate the I.CA Commercial Certificate / I.CA Qualified Certificate via the website of the relevant certification authority. If such a certificate is invalidated, it will be permanently Blocked and the certificate can no longer be used.

The validity of the ČSOB Commercial Certificate (created for the Authorised Person) is limited to the document signing, after which it is invalidated.

- **SMS Key / Smart Key**

Repeated incorrect entry of the SMS Key / Smart Key will result in its Blocking and, in the case of SMS Key, also in the Blocking of the security phone number.

The Authorised Person may apply for unblocking of the SMS Key / Smart Key or renewal and invalidation of the Smart Key at a Point of Sale / in the Client Centre. The Authorised Person can also unblock/renew the Smart Key in the ČSOB Identity Portal.

By activating the Smart Key, the use of the SMS Key for Authentication and Authorisation will be suspended, with the exception of Authorisation – the use of the SMS Key for the electronic signature of the contractual documentation and the renewal of the Smart Key.

By using the user name, login password and SMS Key / Smart Key, the Authorised Person will activate the Biometric Authentication option.

2. Further information on individual ČSOB Identity Elements and their management is available at www.csob.cz/portal/csob/csob-identita.

VI. 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. The Authorised Person is 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 www.csob.cz/bezpecnost. The Client is obliged to follow the information security messages displayed in the ČSOB Identity service and on the website 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 removing security flaws from the system),
 - b) an updated web browser from the recommended software shown at www.csob.cz/identita,
 - c) a functional (constantly on) and updated antivirus software 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 his/her tablet or smartphone) only programs from trusted sources or those recommended expressly by the device manufacturer (App Store, Google Play, for Smart Key also Huawei AppGallery) and follow the authorisations required by the installed application (e.g., deny access of the application to SMS 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, for example by reducing their resistance to malware),

- d) not use software or other means that interfere with or block the identification of the jailbreak/root on the endpoint device,
 - e) have the device under permanent control and use all possible precautions to prevent a third party accessing the device (e.g., securing the device using biometric data or by a login password), including the obligation to prevent third parties from accessing the device via a cloud,
 - f) use only a trusted and properly secured device (e.g., not a public computer with Internet access without an adequate level of security),
 - g) before logging in to the ČSOB Identity Portal, the ČSOB Group Portal, the Service and the Smart Application, verify that the ČSOB server address corresponds to the login address www.identita.csob.cz, after logging in to the domain csob.cz, and that the site certificate (certificate verifying ownership of the address for ČSOB) is valid. The current issuer of the certificate is listed at 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 Client Centre,
 - h) 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 himself/herself with the security of the Service, the ČSOB Identity and the ČSOB Identity Elements specified in the Safety Guide at 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 login 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, PIN codes 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 web 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 minimise 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 Authorised Person and does not use them (in particular, the Client must not disclose the ČSOB Identity Elements or make them available to any other person). The Client may not record the ČSOB Identity Elements in an easily recognisable manner or keep them together with the means of communication (such as writing the PIN on the chip card). In the event of a minor / person with limited legal capacity, his/her legal guardian / custodian who concluded the Agreement on Identity on his/her behalf is responsible for the protection and safe use of the ČSOB Identity Elements.
8. 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 ČSOB immediately. ČSOB will be entitled to Block them immediately as a result. The Client may also request Blocking for the above reasons. The Client can notify us in person at a Point of Sale / in the Client Centre. ČSOB will not be liable for any damage sustained if the Client fails to provide the notification.
9. The Client bears full liability for any damage incurred in connection with the breach of any obligation specified in the preceding paragraphs of this Article VI 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 unauthorised payment transaction, as well as other damage (incurred by the Client and third parties), and the Client shall be liable for any such damage.
10. ČSOB is authorised to Block the ČSOB Identity Elements / payment instrument for reasons relating to the security of the ČSOB Identity Elements / payment instrument, especially if ČSOB suspects unauthorised or fraudulent use of the ČSOB Identity Elements / payment instrument. Before Blocking the ČSOB Identity / payment instrument, or, if not possible before, immediately afterwards, ČSOB will inform the Authorised Person about the Blocking of the ČSOB Identity Elements / payment instrument and the reasons for this in the manner specified in Article VII(1), Communication, of the Identity Terms and Conditions, unless informing the Authorised Person 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, the Authorised Person cannot use the Services.
11. ČSOB 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 modernisation of the ČSOB Identity.
12. The Authorised Person is obliged to familiarise himself/herself 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 Authorised Person empowered/authorised/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 Authorised Person empowered/authorised/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.

13. ČSOB is 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.
14. ČSOB is not liable for any damage incurred in connection with non-availability/malfunction of the corresponding Service for direct or indirect reasons beyond the control of ČSOB or its partners because of force majeure, natural disasters, international sanctions pursuant to the legal regulations for international sanctions, HW failures, computer viruses or other events, including those caused by a third party (in particular, a program of another manufacturer, such as Google Services (voice communication with Kate)).

VII. Communication

1. In cases not expressly provided for in these Identity Terms and Conditions, the mutual communication between ČSOB and the Client will be in Czech, as follows:
 - in person – visit to a Point of Sale,
 - by telephone / SMS message sent to the Client's mobile device,
 - by post (in paper form),
 - electronically (especially via the Electronic Banking services, or by email and data messages; the Authorised Person may communicate with ČSOB via data messages if ČSOB is able to verify the Authorised Person's identity and if all requirements for the corresponding legal action are fulfilled),
 - through the Client Centre.ČSOB may use all the Client's contact details for communication with the Client (addresses, emails, phone numbers) communicated to it by the Client at the time of establishing the contractual relationship and in the course thereof.
2. Documents to be delivered by a provider of postal services will be sent by ČSOB to the contact address provided in the Agreement on Identity, in the agreement on the Service concluded between ČSOB 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. ČSOB shall send/provide documents concerning the conclusion, change and termination of the contractual relationship, or a breach of a contractual obligation, addressed to a minor Client who has not yet acquired legal capacity, or to a Client with limited legal capacity, to the Client's legal guardian (who has signed the corresponding Agreement on Identity on behalf of the minor Client) or custodian, or to the minor Client or Client with limited legal capacity.
4. 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 (3rd) 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.
5. Documents intended for the Client and not subject to delivery by a provider of postal services may be collected by the Client from ČSOB in person or by other persons designated by the Client in an authorisation signed before a ČSOB employee, or any person who produces a power of attorney bearing the Client's officially authenticated signature, unless these Identity Terms and Conditions stipulate otherwise.
6. In the event of questions/requests about the ČSOB Identity, the Client may contact the Client Centre.

VIII. Personal Data Protection

1. ČSOB processes 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 www.csob.cz/osobniudaje, and at a Point of Sale upon request.
2. In order to enable the Authorised Person to use the functionalities of certain Services (e.g., Kate) in applications that use the ČSOB Identity (e.g., the Smart Application, ČSOB CEB Mobile), such as searching for ATMs based on the location of the mobile device, ČSOB may process data about the location of the mobile device (geolocation) of the Authorised Person, but only if the Authorised Person has enabled sharing such data in the mobile device settings. The Authorised Person can turn location sharing on and off at any time in his/her mobile device settings.

IX. Final Provisions

1. ČSOB 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. ČSOB maintains the confidentiality of all facts to which banking secrecy applies in accordance with legal regulations, and maintains the confidentiality of that information even after the termination of the contractual relationship with the Client. ČSOB provides 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.

ČSOB is entitled to provide information that is subject to banking secrecy to companies in the ČSOB Group. Companies within the ČSOB Group may in particular use the Confidential Information with a view to serving the Client and providing customer care, including their marketing efforts and offering trades and services provided by the ČSOB Group companies and their business partners, for example in the form of commercial email notifications.

For the above purposes, ČSOB is also entitled to provide the Confidential Information regarding the Client to the entities in the KBC Group. ČSOB may further disclose the Confidential Information to business partners who have been entrusted with the performance of certain activities or who offer, sell or operate ČSOB Group products for the purpose of the fulfilment of business contracts, including the settlement of claims. This provision is without prejudice to the rules for the processing of personal data, including the sending of commercial communications, according to special legal regulations that require a legal reason for processing (for example, the fulfilment of a contract, legitimate interest, or special consent that is granted separately and is not a condition for the provision of a service); for more details see Article VIII(1).

3. The Client is responsible for all the data provided to ČSOB being up-to-date, accurate and complete, and shall notify ČSOB 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. Prior to entering into the Agreement on Identity / providing a Service, ČSOB identifies and verifies the identity of the Client or a person representing him/her at least as required by the relevant legal regulations. For Clients – legal entities, the previous clause also applies to the controlling entity and the beneficial owner of the Client and, if a member of the governing body of the Client is a legal entity, then also to the controlling entity and the beneficial owner of that legal entity. Should these persons refuse the identification and check required by ČSOB, the Agreement on Identity will not be concluded / the Service will not be provided. At any time during the contractual relationship, ČSOB is entitled to require, as part of checks, the supplementation of the identification details of the above-mentioned persons, the submission of documents or information by the Client, in particular to prove the origin of the funds in the Client's account or directed to the Client's account, and evidence of the Client's creditworthiness and obligations or his/her credibility, and the Client is obliged to provide such information to ČSOB. Similarly, ČSOB is entitled to request the immediate submission of documents / information necessary to assess whether a transaction or trade is in compliance with the KBC Group Embargo Policy available on the Website (section ČSOB, ČSOB Policies). ČSOB shall be entitled not to execute a Client's order or any transaction that it reasonably believes is not in accordance with legal regulations and procedures of ČSOB thereunder, the Agreement on Identity or the KBC Group Embargo Policy. If ČSOB exercises such a right, it shall not be liable for any damage (e.g., as a result of failure to execute the payment transaction, or its late execution). ČSOB 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.
5. ČSOB is authorised to charge fees for the Client's use of the ČSOB Identity according to the valid price list. The current price list is available at Points of Sale and/or at www.csob.cz. ČSOB is entitled to collect the fees from any account of the Client maintained with ČSOB. ČSOB prefers 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, ČSOB collects the fees from another account of the Client maintained with ČSOB.
6. ČSOB is entitled to suggest changes to the Identity Terms and Conditions to a reasonable extent as a result of:
(i) changes in legislation, its interpretation or changes in standards applicable to the banking market, (ii) changes in the situation on financial markets or the banking services market, (iii) developments in market and risk indicators, including requirements for capital adequacy, (iv) developments in the area of technology and security of banking services, (v) optimisation of banking products and services, or (vi) changes in business policy.

As regards Clients who are private individuals (consumers), ČSOB will usually notify them about proposed changes 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 by ČSOB at www.csob.cz. Clients who are private individuals (consumers) are notified by ČSOB

about the publication of the proposed change in the Electronic Banking services or the Service via an information email or SMS message.

As regards Clients who are private individual entrepreneurs or legal entities, ČSOB will publish the information about the proposed changes 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 change by its effective date, the Client is deemed to have accepted the change. If the Client refuses to accept the proposed change 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 proposed change, with immediate effect. The Client must deliver the notice of termination to ČSOB no later than the last working day preceding the proposed effective date. As part of the proposed change, ČSOB will always inform Clients about the consequences of a proposed change to the Identity Terms and Conditions and the Client's right to reject the proposal and terminate the Agreement on Identity or the agreement on the Service affected by the proposed change. However, ČSOB is authorised to make changes to the Identity Terms and Conditions, with immediate effect and for the reasons set out above, which do not affect the Client adversely in terms of the parameters and pricing conditions of the product, the Service or payment instruments.

As a general rule, ČSOB provides information about the above changes sufficiently in advance via the Electronic Banking service or the Service, by posting information at www.csob.cz, or by notification in a bank account statement or via an email sent to the address indicated by the Client. The Client may also check the information about such changes at Points of Sale.

7. In connection with the innovation and modernisation of the Service or individual Electronic Banking services, ČSOB is entitled to discontinue providing and supporting individual ČSOB Identity Elements or applications used within the Service or the Electronic Banking services, or replace these with the latest versions thereof, as the case may be, after notifying the Client via the Service or the Electronic Banking services 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. ČSOB is 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 possible level of security of the services, if, as a consequence of causes beyond the control of ČSOB, 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 July 2023 and shall supersede the Business Terms and Conditions for ČSOB Identity dated 1 November 2022.

Československá obchodní banka, a.s.