

# ČSOB ELECTRONIC BANKING SERVICES BUSINESS TERMS AND CONDITIONS EFFECTIVE ON 1. 7. 2019



Československá obchodní banka, a. s., with its registered office at Radlická 333/150, 150 57 Praha 5, ID No. 00001350, incorporated in the Commercial Register kept by the Municipal Court in Prague, Section B: XXXVI, Insert 46 (hereinafter "**ČSOB**"), issues the ČSOB Electronic Banking Services Business Terms and Conditions (hereinafter the "**Terms and Conditions**") in accordance with the Civil Code and the Payment System Act. The legal relationships between ČSOB and Clients when providing ČSOB Electronic Banking services (hereinafter the "**Electronic Banking services**") will be governed by the law of the Czech Republic; mutual communication will be in Czech unless agreed otherwise.

As of 1 May 2019, the Terms and Conditions will not apply to Clients – Account Holders – Legal Persons, and to Authorized Persons Empowered by an Account Holder who is a Legal Person.

## I. Definitions and Terms

**The Smartbanking Application** is the ČSOB Smartbanking application – original software installed on a smartphone or a tablet from the official app stores Google Play, and the App Store. When activated the Application is paired (matched) with the Authorized Person. The Authorized Person logs in to the application and executes Instructions through Security Elements provided by ČSOB.

**The Smart Key Application** is the ČSOB Smart Key application – an application used online via the data connection of the Authorized Person or in the offline mode installed on a mobile device (smartphone, tablet) through the official app stores Google Play, App Store and Windows Store, after which codes for the authentication of the Authorized Person and the authorization of Instructions entered through the Internet banking application of the ČSOB Internet Banking/ČSOB InternetBanking 24 service are generated in the Authorized Person's mobile device.

**The Internet Banking application** is the web application of the ČSOB Internet Banking/ČSOB InternetBanking 24 service available through supported web browsers after authentication at <https://ib.csob.cz> and <https://ib24.csob.cz>.

**The NaNákupy Application** is the application the Client may use to pay with their card virtualized in a mobile device at contactless terminals or on the Internet using the Masterpass method; in the ČSOB Internet Banking/ČSOB InternetBanking 24 service, the Account Holder can apply for a code used for activation or unblocking of the PIN in a manner used to authorize Instructions in the ČSOB Internet Banking/ČSOB InternetBanking 24 service and can use the code to finish the activation or the PIN unblocking process. All user information about the application is available at [www.nanakupy.cz](http://www.nanakupy.cz), including the NaNákupy Application Terms of Use.

**Security elements** are the following elements (used separately/in combination with the Identification No.) to unambiguously authenticate the Client/authorize Instructions:

- a) **PIN** – a five-digit number that is generated automatically by the system which authenticates the Authorized Person or the Instructions. The PIN may be changed at any time. The Authorized Person may enter the PIN for authentication and authorization using the keyboard and in the Smartbanking application using the built-in biometric sensor (if this technology is supported by ČSOB for a specific type of mobile device).
- b) **SMS key (Authorization code)** – a nine-digit alphanumeric data through which the Authorized Person will authenticate Instructions, or through which he/she logs in to the Internet application of the ČSOB Internet Banking/ČSOB InternetBanking 24 service. The SMS Key is also used to activate the Smart Key and the Smartbanking application (to activate the Smartbanking application the SMS Key can be of a different length) or to activate other applications provided by ČSOB. The SMS Key used for the signing (authorization) of a contract for selected ČSOB banking products in the ČSOB Internet Banking Application is a twelve-digit alphanumeric code. The authorization code will be generated separately for each Instruction/login and sent to the Authorized Person's pre-defined mobile phone number in the selected manner specified when the Contract is signed.

- c) **The PIN (for the Smart Key Application)** is a five-digit numerical or image code enabling the Authorized Person to use the application of the Smart Key, which he/she can choose/change directly in this application. The Authorized Person can enter it through a keyboard or built-in biometric reader (if this technology on this type of mobile device is supported by ČSOB).
- d) **The Smart Key (Authorization Code)** is a six-digit numeric code by which the Authorized Person authorizes Instructions or performs authentication in the Internet application of the ČSOB Internet Banking/ČSOB InternetBanking 24 service. An Authorization Code is generated separately for each Instruction/login and is displayed in the Authorized Person's Smart Key Application.
- e) **The PIN (for the chip card)** – a four-to-eight-digit number enabling the Authorized Person to use the chip card. A PIN is generated separately for each chip card and the Authorized Person can change it at any time.
- f) **The PUK (for the chip card)** – a numerical combination given to the Authorized Person for de-blocking the PIN (for the chip card).
- g) **Password for the ČSOB Phone Banking/ČSOB Linka 24 service** – six-to-ten-digit alphanumerical data by which the Authorized Person will be authenticated. The Authorized Person will select this number; the number may be changed at any time.

**The certificate is:**

- a) a commercial certificate issued by První certifikační autorita, a.s., with its registered office at Podvinný mlýn 2178/6, 190 00, Praha 9, ID No. 26439395 (hereinafter "I.CA") (hereinafter the "Commercial Certificate") and
- b) a qualified certificate for electronic signature pursuant to the Regulation (Article 3/15) issued by I.CA (hereinafter the "Qualified Certificate") that is stored on a chip card which an Authorized Person will get access to by entering the PIN (for the chip card).

**An instruction** is an instruction of the Authorized Person delivered to ČSOB via the Electronic Banking services for a payment transaction or the use of products and services provided by ČSOB and/or ČSOB Group members.

**The Agreement** is an Agreement on the Activation of ČSOB Electronic Banking Services concluded between the Authorized Person and ČSOB which includes these Terms and Conditions and the Accounts and Payments Terms and Conditions as integral parts thereof.

**The Qualified Electronic Signature** is a qualified electronic signature pursuant to the Regulation (Article 3/12) which is based on a Qualified Certificate.

**Helpdesk** is an Electronic Banking Helpdesk customer contact centre, the contact information for which is available at [www.csob.cz](http://www.csob.cz).

**The Identification Number** is an eight-digit number used along with other Security Elements to authenticate an Authorized Person.

**The Client** is the Account Holder and the Authorized Person.

**The Account Holder** is a private individual, private individual entrepreneur or a legal entity with an account at ČSOB.

**The Regulation** is 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/ES.

**The Authorized Person** is a private individual – an Account Holder – or a private individual who the Account Holder has authorized via the Electronic Banking services in the Agreement or Authorization to dispose of funds in his/her accounts through Electronic Banking services and who has access to all information about an account(s) provided by the relevant Electronic Banking service.

**Payment Transaction** means, within the meaning of the Terms and Conditions, a non-cash transfer of funds executed within a payment service - outgoing payment or collection.

**Accounts and Payments Terms and Conditions** shall mean:

- a) Pre-contract Information and Terms and Conditions for Accounts and Payments – People,
- b) Pre-contract Information and Terms and Conditions for Accounts and Payments for Legal Entities and Entrepreneurial Natural Persons,
- c) Terms and Conditions for Accounts and Payments for Corporations and Institutions.

**The means of communication** will be as follows:

- a) a chip card – a plastic card with an electronic chip that is used to keep safe and generate a private key and a Certificate that the Authorized Person will obtain along with the PIN and PUK,
- b) a chip card reader – a facility for communicating between the PC with the chip card,
- c) a telephone with a pulse/tone option;
- d) mobile portable facility – a mobile phone or other portable facilities with Internet access e.g. smartphone, tablet or laptop, the recommended configuration of which is specified in the User Manual,
- e) PC – a personal computer with the recommended configuration as specified in the User Manual.

**ČSOB Group** means ČSOB and subjects forming a business group with ČSOB; the current list is available at [www.csob.cz/group](http://www.csob.cz/group).

**The KBC Group** shall mean the KBC Group NV, with its registered seat at the address Havenlaan 2, B-1080 Brussels, Belgium, Reg. No, 0403.227.515, and entities which form a business group together with it.

**Electronic Banking Services** are:

- a) **Phone Banking**, which means the ČSOB Phone Banking/ČSOB Linka 24 service – a customer service line available during hours specified at [www.csob.cz](http://www.csob.cz). As part of the Phone Banking service, an additional service can be arranged for the automatic sending of SMS and/or e-mail messages with information about the balance or movement on the Client's account, about payments and other ČSOB products. In the event of changes made via the Phone Banking service, ČSOB and the Authorized Person agree that the Agreement will be modified accordingly.
- b) **Internet Banking/InternetBanking 24**, which means the ČSOB Internet Banking/ČSOB InternetBanking 24 service, which consists of the internet banking application and the Smartbanking application, which enables the Client to communicate with ČSOB safely via the Internet and use the established products according to the relevant product terms and conditions. Internet Banking allows the Account Holder – a natural person who is of legal age – to conclude agreements for the provision of selected banking products. As part of the Internet Banking/InternetBanking 24 service, an additional service can be arranged for the automatic sending of informative SMS and/or e-mail messages with information about the balance or movement on the Client's account, about payments and other ČSOB products.

**The Agreement** is an Agreement on Activation of ČSOB Electronic Banking services that ČSOB concludes with the Account Holder, including these Terms and Conditions and the Accounts and Payments Terms and Conditions as integral parts thereof. The Accounts and Payments Terms and Conditions are available at [www.csob.cz](http://www.csob.cz).

**The User Manual** is a set of instructions, manuals, user information and technical specifications of the Electronic Banking services and documents of a similar nature which is available at [www.csob.cz/prirucky](http://www.csob.cz/prirucky).

**The establishment of ČSOB Identity** means the conclusion of the Agreement on ČSOB Identity between the Authorized Person and ČSOB, which includes the Terms and Conditions for ČSOB Identity.

**The Authorization** is a document for disposing of funds/book-entered securities in accounts using Electronic Banking services.

## **II. Characteristics of the Electronic Banking Services**

- 1. The Electronic Banking services are provided under an Agreement and a Contract. Both the Agreement and the Contract may be concluded as a Client's application (form) and its acceptance by ČSOB.

2. Electronic Banking services can be provided if the applicant holds an account at ČSOB (Account Holder).
3. Internet Banking is accessible to all Clients at <https://ib.csob.cz> except for Authorized Persons using the Certificate for the authentication and authorization of legal acts in the Electronic Banking service. The InternetBanking 24 service is accessible at <https://ib24.csob.cz> only to Authorized Persons using the Certificate for the authentication and authorization of legal acts in the Electronic Banking service, or by Authorized Persons acting on behalf of the Client (legal entity) under a power of attorney/authorization and by Authorized Persons on the basis of an express agreement with ČSOB.
4. Using the Electronic Banking services, the Client is entitled to submit Instructions. Authorized Persons' Instructions submitted through the Electronic Banking services will be accepted by ČSOB 24 hours a day and 7 days a week.
5. Using the Internet Banking service, the Authorized Person – the Account Holder – a natural person of legal age, is entitled to conclude agreements for selected banking products with ČSOB and the ČSOB Group. The Authorized Person signs (authorizes) the agreement with an SMS key (Authorization Code). ČSOB signs the agreement using a scanned signature of an authorized representative of ČSOB and affixes an electronic seal and qualified stamp.
6. Using the Electronic Banking services, the Authorized Person is further entitled to:
  - a) set up/activate selected payment means (e.g. NaNákupy),
  - b) change the settings of selected payment means, such as setting the credit card limit, authorizing/disabling online credit card payments, etc.
7. Selected services and applications can be activated and deactivated through the relevant Electronic Banking service or the Helpdesk. If an Authorized Person requires Smartbanking to be deactivated via the Helpdesk, the application will be deactivated on all mobile devices/PCs on which the Authorized Person has activated the Smartbanking application.
8. ČSOB will assign the Authorized Person an Identification number. If the Authorized Person is provided with an Identification number before a Contract is concluded, he/she will not be given another one.
9. If there is no provision in the Contract with ČSOB giving the Authorized Person the right to use an SMS Key/Smart Key/Certificate when using the Electronic Banking services, the Authorized Person can use the Electronic Banking services in a passive form only, i.e. he/she will be authorized neither to make Payment Transactions nor to submit other Instructions.
10. If there is a provision in the Contract with ČSOB giving the Authorized Person the right to use an SMS Key/Smart Key/Certificate when using the Electronic Banking Services and the Account Holder specifies in the Authorization for the relevant Authorized Person a limit on Payment Transactions for the relevant account(s) equal to zero, the Authorized Person can use the Electronic Banking services in a passive form only, i.e. he/she will not be authorized to make Payment Transactions but he/she can submit other Instructions.
11. Active use of Electronic Banking services is an option to make Payment Transactions and submit other Instructions.
12. For minor Account Holders, the Electronic Banking services functionality is restricted to passive access to accounts up to the age of 15, i.e. they cannot make Payment Transactions. Once the minor Account Holder reaches the age of 15 and until he/she reaches the age of 18, the legal representative representing him/her in concluding the agreement is entitled to set up active access for this minor Account Holder to his/her account, stating the limit on the relevant Electronic Banking service.

Once the Account Holder reaches the age of 18, the Account Holder's previous access to Electronic Banking services will not be terminated unless ČSOB and the Account Holder agree otherwise. The legal representative of the minor Account Holder who represents him/her in concluding the agreement has access to the minor Account Holder's account through Electronic Banking services until the minor Account Holder reaches the age of 18.

13. Internet Banking provides a list of the agreed products from within the ČSOB Group selected by the Client. The Client may use the Internet Banking/InternetBanking 24 service to log into the internet portals of ČSOB subsidiaries and the Internet Banking service to log into the internet portals of ČSOB contractors, thus gaining access to information and the services of ČSOB subsidiaries (e.g. Penzijní společnost, Hypoteční banka) and contractors (e.g. OZP). Client identification details are provided for these purposes.
14. In the Internet Banking online application, the Authorized Person – the Account Holder – can set up/reject the payment account information service and the indirect payment order service (set forth in the Accounts and Payments Terms and Conditions), where ČSOB is in the position of the provider maintaining the payment account. This service set-up/rejection can also be done at a ČSOB branch.
15. In Internet Banking, the Authorized Person - Account Holder, a natural person of age and with full legal capacity - can conclude the Multibanking Service Agreement with ČSOB. ČSOB provides the Multibanking service on the basis of that agreement, namely an indirect payment order, and the payment account information service, where ČSOB is in the position of the provider of the service (other than the provider of the payment account) under the terms of the Multibanking Service Agreement.

### III. Limits

1. When establishing the Electronic Banking services to make Payment transactions the Authorized Person can agree on limits in the Contract, bearing in mind the type of the Electronic Banking service and the method used for authorizing Payment transactions in the relevant type of Electronic Banking service.
2. The limit for Payment Transactions made through:
  - a) Phone Banking is CZK 300,000 (daily limit)/CZK 500,000 (weekly limit),
  - b) Internet Banking/InternetBanking 24:
    - i) with authorization by an SMS Key/Smart Key and through the Smartbanking application: CZK 1,500,000 (daily limit)/CZK 3,000,000 (weekly limit).

For security reasons ČSOB automatically sets up a daily limit of CZK 50,000 and a weekly limit of CZK 80,000 unless the Authorized Person specifies otherwise. The daily/weekly limit is the total of all Payment transactions delivered to ČSOB via Phone Banking and Internet Banking/InternetBanking 24 during a day/week. Payment transactions delivered to ČSOB via the Phone Banking service are not added to Payment transactions delivered to ČSOB via the Internet Banking/InternetBanking 24 service made with authorization by an SMS Key/Smart Key and through the Smartbanking application.

Payment transactions delivered to ČSOB via the InternetBanking 24 service with authorization by a Qualified Electronic Signature are not included in the daily/weekly limit.

- ii) There is a limit on individual payment transactions made with authorization by a Qualified Electronic Signature through the InternetBanking 24 Service.

For security reasons ČSOB automatically sets up this limit to be CZK 1,000,000 unless the Authorized Person specifies otherwise.

3. The Account Holder can set up a limit in the Agreement or Authorization for a particular Payment Transaction made by the Authorized Person in the relevant account, regardless of the limits specified by the Authorized Person. This limit also applies to Payment Transactions performed through the indirect payment order service, where ČSOB is in the position of the provider maintaining the account-
4. The limits set by the Client can be changed either through a ČSOB branch or via the Phone Banking service. ČSOB is responsible for setting the increase in the maximum limits via the Phone Banking service.

5. Payment Transactions executed through the indirect payment order service, where ČSOB is in the position of the provider maintaining the account, are included in the limits of the Electronic Banking services established by the Authorized Person.
6. The limits specified in paragraph 2 of this Article do not apply to a direct debit order, a SEPA direct debit authorization, a transfer between the accounts of one Account Holder and a payment order (from an account at another bank) placed within the Multibanking service.

#### **IV. Authentication of Authorized Person and authorization of Instructions by the Authorized Person**

1. The Authorized Person is authenticated:
  - a) when using the Phone Banking service by the Identification Number, selected symbols from the PIN and selected symbols from the Password for the Phone Banking service, or ČSOB can allow the Authorized Person to use an alternative method of authentication.
  - b) When using the Internet application of the Internet Banking service – by the Identification Number and the PIN or the PIN and the SMS Key/Smart Key,
  - c) when using the Internet application of the InternetBanking 24 service – by the Identification Number and the PIN or the PIN and the SMS key/Smart key or the Commercial Certificate,
  - d) and when using the Smartbanking application – by the Identification Number and the PIN and the SMS key when this application is activated. For subsequent logins, he/she is authenticated by the Identification Number and the PIN.
  - e) in the event of the establishment of a ČSOB Identity by the Authorized Person, the Authorized Person's method of authentication shall change (as of the moment of the establishment of the ČSOB Identity) from the PIN and the SMS Key used until the moment of the establishment of the ČSOB Identity to the PIN and the Smart Key. ČSOB and the Authorized Person agree that the Agreement will be modified accordingly.
2. When using the Internet Banking service/InternetBanking 24 service, the Authorized Person authorizes Instructions delivered to ČSOB through:
  - a) the Internet application of the Internet Banking service – by the SMS Key (Authorization Code) or Smart Key;
  - b) the Internet application of the InternetBanking 24 service – by the SMS Key (Authorization Code) or Smart Key or Qualified Electronic Signature;
  - c) Smartbanking application – by the PIN. The first Payment Transaction after the Smartbanking application is activated is authorized by the PIN and the SMS Key (this does not apply to transfers between the accounts of a Client and direct debit/collection). ČSOB is entitled to require all Payment Transactions to be authorized via a combination of a PIN and SMS key.

In the event of the establishment of a ČSOB Identity, the Authorized Person's method for the authorization of Instructions shall change (as of the moment of the establishment of the ČSOB Identity) from the SMS Key (authorization code) used until the moment of the establishment of the ČSOB Identity to the Smart Key. ČSOB and the Authorized Person agree that the Agreement will be modified accordingly.

The method used for the Authorized Person's – Account Holder's – signing (authorization) of Agreements for selected banking products using Internet banking shall remain unchanged – the SMS Key (authorization code).

3. ČSOB is entitled to modify the method used for the Authorized Person's authentication for individual Electronic Banking services, primarily to enhance the security of Electronic Banking services. ČSOB will inform the Authorized Person about the new method of authentication via the Electronic Banking service concerned or in writing, no later than 2 months before the change comes into effect.
4. During authentication, the Authorized Person will be able to make several attempts, depending on the service selected. The Authorized Person's access to the Electronic Banking services will be blocked/unblocked in the cases and in the way described in the User Manual.
5. The Authorized Person confirms the correctness of the particular data of an Instruction delivered to ČSOB via the Phone Banking service by his/her consent at the end of a phone call. The Authorized

Person's consent is considered unambiguous and indisputable confirmation of the correctness of the data entered by the Authorized Person. To successfully enter an Instruction delivered to ČSOB via the Phone Banking service, the Authorized Person must wait for confirmation (check) of this Instruction. If he/she does not do so, the Instruction will not be carried out.

## **V. Rights, Obligations and Responsibilities of the Client**

1. The Client must carefully read and adhere to these Terms and Conditions and the Accounts and Payments Terms and Conditions  
They must also follow the Principles of Safe Use of Electronic Banking available in the Safety Guide at [www.csob.cz/bezpecnost](http://www.csob.cz/bezpecnost) and the User Manual available at [www.csob.cz/prirucky](http://www.csob.cz/prirucky).
2. The Client must read information messages about changes in the Terms and Conditions, the Price List and ČSOB internet addresses and monitor informative security messages displayed in the Internet Banking/InternetBanking 24 service and at [www.csob.cz/bezpecnost](http://www.csob.cz/bezpecnost).
3. The Client must ensure that the device used for Electronic Banking services (the "Device") 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](http://www.csob.cz);
  - c) a functional (constantly on) and updated antivirus program set to regularly monitor viruses on the Device;
4. 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, Windows Store) 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 for a bank account by the so-called "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 into the Internet Banking/InternetBanking 24 service, check whether the ČSOB server address corresponds to <https://ib.csob.cz> or <https://ib24.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, do not perform any acts, do not enter any Security Elements and contact the Helpdesk.
  - g) when paying for goods/services or donating on a merchant's or non-profit organization's website using the ČSOB Payment Button, verify that the ČSOB server address to which the Client is being redirected is similar to <https://platebnitlacitko.csob.cz> and that 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, do not perform any acts, do not enter any Security Elements and contact the Helpdesk. The Client is required to check the pre-filled data before authorizing the Payment Transaction.
5. The Client must know about the security of Electronic Banking services, in particular:
  - a) the options for setting Security Elements, in particular the recommendation of not using simple passwords or passwords that can be derived from his/her information;
  - b) the options of setting safety limits to limit the amount of Payment Transactions and Payment Transactions per service; see Article III of these Terms and Conditions;
  - c) observe safe behaviour on the Internet (e.g. not react to e-mail messages with a suspicious name and contents, particular 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);

- d) observe the procedure for the loss, theft or disclosure of Security Elements, digital or mobile device, i.e. inform ČSOB about the situation immediately and ask for the blocking of Electronic Banking services pursuant to Paragraph 8 Letter b) of this Article; if a mobile device is lost to ask the operator to block the SIM card.
6. The Client must use the Electronic Banking services in full compliance with the Contract and/or Agreement, the Terms and Conditions, the User Manual and the Principles for Safe Use of Electronic Banking and adhere to the procedures specified in them; in particular, he/she must prevent any other person from becoming acquainted with the Security Elements used, must not disclose these Security Elements to any other person and must not keep them in an easily readable form or have them or keep them together with the Means of Communication to the Electronic Banking services (for example the PIN on the chip card), i.e. he/she must take all reasonable measures to protect his/her Security Elements and Means of Communication. The Client is obliged to use the Electronic Banking services, or Means of Communication according to the Terms and Conditions, in particular to follow all the agreed principles for ensuring the security of Means of Communication for the Electronic Banking services, including Security Elements.
7. Failing to fulfil these obligations will be considered a substantial breach of the Contract and/or Agreement pursuant to the provisions of Section 1977 of the Civil Code.
8. If the Client:
- a) forgets his/her Security Elements, he/she is entitled to set new Security Elements (if possible) or come to a ČSOB branch to set them;
  - b) discovers the loss, theft or misuse of Security Elements or Means of Communication or finds that an unauthorized person knows his/her Security Elements, he/she must set new Security Elements (if possible) or as in the other cases (loss, theft, misuse or no possibility of changing the Security Elements through Electronic Banking services) inform ČSOB of this immediately, in person at a ČSOB branch, by phone through the Phone Banking service to the telephone number specified in the User Manual, or by telephone or e-mail to the Helpdesk.  
Failing to fulfil these obligations will be considered a serious breach of the Contract/Agreement. If a Certificate is misused, the Client can directly invalidate it via the Internet pages [www.ica.cz](http://www.ica.cz), or after entering the number of the Certificate and the invalidation password specified in the Certificate application. ČSOB will take all the appropriate measures to stop the further use of Electronic Banking services even when the Client is negligent or carries out a fraudulent transaction. The Client must provide ČSOB with the maximum cooperation in remedial measures suggested by ČSOB. If the Client does not accept the proposed measures, ČSOB will not be liable for any potential damage the Client may incur.
  - c) Finds an unauthenticated Payment Transaction, errors or other discrepancies in the maintenance of the account for which the Electronic Banking services are provided he/she must inform ČSOB at a branch in person, or by phone via the Phone Banking service, or by phone or to the e-mail address of the Helpdesk.
9. The Client will be fully responsible for any damage incurred as a result of a breach of his/her obligations specified in Paragraphs 1-8 of this Article of the Terms and Conditions. The Client acknowledges that any breach of obligations agreed herein in order to ensure the security of the Electronic Banking services and the Security Elements on the Account Holder's part (e.g. disclosure of Security Elements to a third party) may lead not only to unauthorized payment transactions being made with the use of Electronic Banking but also to other types of damage being incurred as a result of steps referred to in Article II. Characteristics of the Electronic Banking Services (particularly points 4 - 6) and that the Client shall be liable for any damage incurred in this way.
10. Once the Client (or a person designated by him/her) informs ČSOB in accordance with the obligation specified in Paragraph 8b), he/she will not be responsible for damage incurred as a result of the loss, theft or misuse of his/her Security Elements or Means of Communication with the Electronic Banking services except for fraudulent transactions by the Client.
11. The Client will not be responsible for any damage under the terms and conditions specified in Paragraph 12 if the Means of Communication with the Electronic Banking services are used without using the Security Elements. In this case, the use of the Means of Communication is not sufficient to establish the Client's responsibility.



12. The Client is not entitled to recall a transfer (between the accounts of an (one) Account Holder) and a Payment Transaction through the Electronic Banking services on the due date. A Payment Transaction with a future due date delivered via the Electronic Banking services can either be cancelled by a Payment Transaction cancellation application delivered to a ČSOB branch or recalled or modified via selected Electronic Banking services but no later than the day before the due date at the latest by the deadline stipulated in the Accounts and Payments Terms and Conditions.
13. The notification of the Account Holder concerning standing orders and direct debit (collection) permits ordered via the Electronic Banking services which will not be executed by ČSOB after his/her death must be delivered to ČSOB in writing via any ČSOB branch.

## **VI. Rights, Obligations and Responsibilities of ČSOB**

1. ČSOB is entitled to have an officially verified signature on all written legal acts of the Client which he/she does not sign before a ČSOB employee.
2. ČSOB will issue the selected Means of Communication and Security Elements only to the Authorized Person, not to a third person on the basis of a power of attorney. Security Elements can be sent/handed over to the Authorized Person either electronically or in paper form.
3. ČSOB will not be responsible for an Instruction made (including an unauthorized Payment Transaction) if the Client acts contrary to the Contract and/or the Agreement and/or the provisions of the Terms and Conditions.
4. The Account Holder and ČSOB agree that ČSOB is entitled to charge fees specified in the ČSOB Price List (hereinafter the "Price List") and the Account Holder undertakes to pay them. ČSOB is entitled to collect fees from any account of the Holder of an Account kept by ČSOB. ČSOB preferentially collects fees from a current payment account. If the Account Holder does not have such an account, the account has been closed or blocked, or there are insufficient funds in the account to cover the fees, ČSOB will collect the fees from another account of the Account Holder kept by ČSOB.
5. ČSOB will not be liable for the non-execution of a Payment Transaction and any damage incurred in connection with the non-availability/malfunctioning of Electronic Banking services 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 caused, for example, by a third party (the program of another manufacturer, etc.).
6. If a contractual obligation is breached, ČSOB will be responsible only to the Client and not to the person whose interest should be satisfied by the fulfilment of the agreed obligation.
7. ČSOB will inform Clients about current attacks against computer systems and their effects through its security site [www.csob.cz/bezpecnost](http://www.csob.cz/bezpecnost) if this information is available.
8. ČSOB will inform Clients sufficiently in advance about changes made to the ČSOB website via a message in the Internet Banking service/InternetBanking 24 and/or in an account statement.
9. ČSOB is authorized to block Electronic Banking services/payment means for reasons relating to the security of Electronic Banking services/payment means, in particular as a result of a suspicion of unauthorized or fraudulent use of Electronic Banking services/payment means. Prior to blocking the Electronic Banking services/payment means, or if this is not possible, immediately afterwards, ČSOB shall inform the Authorized Person, in a manner defined in the Accounts and Payments Terms and Conditions, Mutual Communication, of the blocking of the Electronic Banking services/payment means, including the grounds for their blocking, unless informing the Authorized Person could defeat the purpose for which the Electronic Banking services or the payment means used within the Electronic Banking service are being blocked or unless such blocking contravenes other legal regulations.

10. ČSOB will take all appropriate measures to stop any further use of the Electronic Banking services after receiving information in accordance with Article V, Paragraph 8 Letter b) even if the Client is negligent or commits a fraud.
11. ČSOB will not be responsible for the security of the public communication and data lines the Electronic Banking services are provided through and therefore cannot influence the fact that the Client may incur damage as a result of any misuse of messages that are transmitted.
12. ČSOB is entitled to withdraw from the contractual relationship if the duration of a contractual obligation or the use of a product or service becomes unacceptable for ČSOB or illegal under applicable legislation or an internal policy of ČSOB or the KBC Group.

## **VII. Account statements and complaints**

1. The Account Holder will be informed of the execution of Instructions through electronic or paper account statements. Only the Account Holder can ask for access to electronic account statements, either in writing or electronically, through the Electronic Banking services (if the Electronic Banking services and the account/product for which the account statement is prepared allow this).
2. ČSOB provides the Account Holder with account statements electronically through the Internet application of the Internet Banking/InternetBanking 24 service. ČSOB makes account statements available monthly as standard, in the PDF format and in Czech, unless agreed otherwise. Only the Account Holder can ask for the frequency of account statements to be changed or for a change from electronic to paper form or vice versa.
3. If the Account Holder and ČSOB agree to access to account statements electronically, the electronic account statement is automatically available and sent to all Authorized Persons authorized by the Account Holder to dispose of funds in the Account Holder's account. The Authorized Person will also be informed via the account history.
4. If the Account Holder is a legal entity, ČSOB will make account statements available to the Account Holder through the Authorized Persons authorized by him/her.
5. Electronic account statements are available in the Internet Banking/InternetBanking 24 service for a limited time: 18 months for monthly account statements, 7 months for weekly account statements and 6 months for daily account statements.
6. The Client must check the continuity of settlements, the correctness of the funds in the account and the correctness of Payment Transactions and executed Instructions in account statements immediately. If the Client finds discrepancies in settling or not settling feasible payment orders or Instructions, he/she must notify ČSOB of the defects and ask to have them removed without undue delay after discovering the fault but no later than by the deadline according to the relevant legal regulations.
7. The Client is entitled to require problems arising in connection with the Electronic Banking services to be resolved at a ČSOB branch in writing, by phone via the Phone Banking service or by e-mail to the Electronic Banking Helpdesk address (contact details at [www.csob.cz](http://www.csob.cz)) within the period specified in the ČSOB Claims Code, which is available at ČSOB branches and at [www.csob.cz](http://www.csob.cz).

## **VIII. Other Provisions and Specifics of Electronic Banking Services**

1. The Authorized Person can sign electronic contractual or other documentation by his/her biometric signature on an electronic tablet or signpad. 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 signed by all 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 qualified time stamp and send it to the Authorized Person's Internet Banking application of the Internet Banking/InternetBanking 24 service. If the obligation ceases to exist and the contractual relationship arising from the Contract/Agreement is terminated, the

Authorized Person must store this documentation using another data storage prior to the date of the termination of the contractual relationship.

If electronic contractual or other documentation is concluded between the Authorized Person and ČSOB, acting as an agent, mediator or another contracting representative of the ČSOB Group, and is addressed to the Authorized Person, the above applies analogously.

2. When Electronic Banking services are used ČSOB will accept only those Instructions that include complete data corresponding to the prescribed and authorized formats according to the selected Electronic Banking service. ČSOB is not liable for damage caused by the non-execution of incomplete or unauthorized Instructions. ČSOB is also entitled not to execute or to refuse to execute Instructions in other cases which render them not feasible according to the Terms and Conditions and the Accounts and Payments Terms and Conditions or other contractual terms and conditions relating to the provision of services or products of ČSOB and the ČSOB Group. ČSOB will not execute Payment Transactions if there are insufficient funds on the accounts of the Account Holder which are to be debited, if accounts are blocked, etc. ČSOB shall notify the Client of the non-execution of a Payment Transaction in accordance with the Accounts and Payments Terms and Conditions. ČSOB is not liable for any damage incurred because of incorrect Instructions or Instructions entered in duplicate delivered to ČSOB via the Electronic Banking services.
3. The Smart Key can always be activated at a ČSOB branch.  
If the Authorized Person has several identification numbers, they can activate the Smart Key at a ČSOB branch or via a ČSOB/Poštovní spořitelna ATM.  
If the terms and conditions specified in this Paragraph are met, the Authorized Person can also activate the Smart Key via the Internet Banking/InternetBanking 24 service or at a ČSOB/Poštovní spořitelna ATM and ČSOB and the Authorized Person agree that the Agreement will be modified accordingly. By activating the Smart Key, the Authorized Person agrees that the Contract will apply in the wording concluded before the Smart Key is activated with the following changes:
  - if the Authorized Person has established an SMS Key, the method used for authenticating and authorizing will change from the SMS Key to the Smart Key according to the setting the Authorized Person had for the SMS Key;
  - if the Authorized Person has logged in to the Internet Banking/InternetBanking 24 service through the Identification number and PIN as soon as the Smart Key is activated, the method used for the Authorized Person's log-in will change to the Identification number, PIN and Smart Key;
  - if the Authorized Person has no SMS Key and uses a chip card for authentication and a Qualified Electronic Signature generated on the card for the authorization of Instructions and logs in to the InternetBanking 24 service through a chip card and PIN, for the chip card, as soon as the Smart Key is activated, the Authorized Person's options to authorize Instructions will be extended according to the settings for the Smart Key with setting of limits in the amount of CZK 1,500,000 (daily limit)/ CZK 3,000,000 (weekly limit).

Otherwise, the Smart Key can be activated at a ČSOB branch only.

If the Authorized Person uses a Smart Key, it can be deactivated, or the method used for the authentication or authorization of Instructions can be changed to an SMS Key at a ČSOB branch or via the Phone Banking service. In the event of changes made via the Phone Banking service, ČSOB and the Authorized Person agree that the Contract will be modified accordingly.

4. The Authorized Person may request a change in the way an Authorized Person is authenticated in the Internet Banking/InternetBanking 24 service at a ČSOB branch or via the Phone Banking service; the way an Authorized Person is authenticated can be changed from the Identification number and the PIN to the Identification number, the PIN and the SMS Key/Smart Key. In the event of such a change, ČSOB and the Authorized Person agree that the Contract will be modified accordingly.
5. Informative text messages and messages sent by electronic mail are not electronically signed or encrypted.
6. All phone calls made using the Phone Banking service are subject to sound recording. All Instructions delivered through the Internet Banking service/InternetBanking 24 service are subject to copies being made of text messages and Instructions.

7. If, when using the services of mobile operators T-Mobile (TWIST recharging)/ O2 (O2 recharging)/ Vodafone (Vodafone Card Recharge, payment of invoices), or when using services to a PaySec account (PaySec account charging, Merchant Account charging, direct payment in favour of the Merchant's Account) the Account Holder has not sufficient funds in his/her account in the period between entering the request and the actual debiting of the account, ČSOB can charge the Client for using these services on the understanding that it is a contractually non agreed overdraft on the account with the consequences resulting from this.
8. The Account Holder's accounts (or selected products and services of ČSOB and the ČSOB Group) open to this option are automatically made available to an Account Holder (who has full legal capacity) via the Electronic Banking services after the Contract and the Agreement are concluded. For contracts concluded before April 30, 2012, ČSOB will make the Account Holder's accounts accessible according to the preceding sentence as at the next update of the Contract, unless the contracting parties agree otherwise. No limit per individual transaction implemented by an Authorized Person – an account holder determined by the Account Holder can be determined in this case.
9. If the Client:
  - a) is a minor, the protection of Security Elements, safe use, settings and changes to Electronic Banking services will be the responsibility of the legal representative who has concluded the Contract and the Agreement. The Authorization the legal representative(s) granted to an Authorized Person will cease as soon as the Account Holder has reached the age of legal capacity. If the legal representatives are declared bankrupt during insolvency proceedings, ČSOB is entitled to block the funds in the minor Account Holder's account and block all access to the minor Account Holder's account through the Electronic Banking services. If both legal representatives represent the minor Client when the Contract is concluded, it may be changed or terminated only by both legal representatives. If one legal representative represents the minor Client when the Contract is concluded, it may be changed or terminated only by the legal representative who signed the Contract.
  - b) If the Account Holder is represented by a court-appointed guardian, the guardian who has concluded the Contract and the Agreement is responsible for protecting the Security Elements and for secure use of the Electronic Banking services, settings and changes.

## **IX. Final Provisions**

1. Both ČSOB and the Client are entitled to terminate the Contract and the Agreement without giving any reason. If the Client terminates the Contract or the Agreement, the obligation and the contractual relationship under the Contract or the Agreement will cease to exist when the termination notice is delivered to ČSOB. If ČSOB terminates the Contract or the Agreement, the notice period will be two months and it will commence on the first day of the calendar month following the month in which the termination notice is delivered. ČSOB's right to proceed in accordance with Article VI, Paragraph 9 will not be affected. If the obligation ceases to exist and the contractual relationship from the last account agreement through which the Account Holder receives Electronic Banking services is terminated and the Account Holder does not have another account at ČSOB for which Electronic Banking services are provided, then on the day when the obligation ceases to exist and the contractual relationship according to the account agreement is terminated, the obligation terminates and the contractual relationship under the Agreement terminates as well.
2. In the event of the termination of all legal relationships ensuing from all contracts containing arrangements on the provision of ČSOB Electronic Banking services entered into between ČSOB and individual Account Holders who have empowered a relevant Authorized Person to manage account funds via these services, the legal relationship ensuing from an Agreement on the Activation of ČSOB Electronic Banking Services between ČSOB and such an Authorized Person shall also be terminated.
3. If any provision of these Terms and Conditions, Contract or Agreement is objectionable or unenforceable or becomes so, it will not affect the validity and enforceability of the other provisions of these Terms and Conditions, Contract or Agreement, if it can be separated from these Terms and Conditions, Contract or Agreement as a whole and if it can be assumed that the legal action took place without the invalid part, if ČSOB recognized the invalidity in time. ČSOB and the Client will

make every effort to replace such a provision with a new one with contents and effects as close as possible to the invalid, objectionable or unenforceable provision.

4. The Client, if he/she is an entrepreneur, and ČSOB deviate from the respective provisions of Sections 1799 and 1800 of the Civil Code on adhesion-type contracts. The provisions of these Terms and Conditions, Contract or Agreement cannot be invalid because of a discrepancy between these provisions and adhesion-type contracts, in particular the invalidity of:
  - a) clauses referring to terms and conditions outside the text of the respective Agreement or Contract, the importance of which the Client does not know and the Client's awareness of which is not proven,
  - b) clauses that can only be read with particular difficulty, or clauses that are incomprehensible to a person of average intelligence even if they are to the detriment of the Client and the explanation of them to the Client was not sufficient,
  - c) clauses that are particularly detrimental (disadvantageous) to the Client, without good reason, especially if the respective Contract or Agreement seriously and with no particular reason differs from the usual terms and conditions negotiated in similar cases.
5. ČSOB is entitled to propose changes in the Terms and Conditions/Price List. ČSOB will generally let the Client know about suggested changes in the Terms and Conditions/Price List via the Internet Banking service/InternetBanking 24 service or an account statement, or alternatively by e-mail, data message or letter, no later than two months before the date when the changes should come into effect. Suggested changes will also be available at [www.csob.cz](http://www.csob.cz). **In the event that the Client of a natural person – consumer is informed via Internet Banking, ČSOB shall notify the Client of the deposit of a change proposal into the Client's Internet Banking by an informative e-mail, or by SMS.** If the Client does not reject the suggested changes in writing, it will be considered that he/she has accepted them in their entirety. If the Client rejects the suggested changes before the date when they should come into effect, he/she will be entitled to terminate the Agreement or Contract affected by these changes with immediate effect at no cost. The Client must submit the termination notice at least one working day before the suggested changes should come into effect. ČSOB will always notify the Client of the consequences associated with the proposed changes and of the right to reject the proposal and to terminate the Contract/Agreement in the proposal for the changes. The same procedure shall apply to changes to the master agreement or individual agreements forming the master agreement according to Article I, paragraph 1 of the Accounts and Payments Terms and Conditions.
6. ČSOB and the Client agree that in the event of changes to the parameters and price terms of a product, service or a payment instrument with no adverse effects for the Client, ČSOB is entitled to make a unilateral change (with immediate effect) to the master agreement, or the individual agreements, the Business Terms and Conditions or the Price List. Such a change may include, in particular:
  - a) an adjustment made solely for the benefit of the Client;
  - b) an adjustment made as a result of the addition of new services, with no effect on the existing fees;
  - c) a change in the name of the banking product, service or payment instrument which has no effect on the rights and obligations of the parties;
  - d) a change induced in connection with improving the safety of banking services or technological development;
  - e) modification of information details (ČSOB headquarters, subjects in the ČSOB Group).ČSOB undertakes to inform the Client about the above changes well in advance via the Internet Banking/InternetBanking 24 service, by posting information on [www.csob.cz](http://www.csob.cz), notifying the Client via their account statement, or sending them an email to the address indicated by the Client. Likewise, the Client may read the information about such a change at ČSOB branches.
7. Having innovated and modernized particular Electronic Banking services, ČSOB is entitled to discontinue providing and supporting Security Elements or applications used within the Electronic Banking service and replace them with the latest version, as the case may be, after notifying the Client via these Electronic Banking services or in writing, no later than two months before the date when the provision or support should be terminated.

8. ČSOB is entitled to adjust the settings in the Contract/Agreement or the Terms and Conditions in order to provide the highest level of Electronic Banking services if there are reasons beyond the control of ČSOB that threaten to reduce the level of security protection, after notifying the Client via these Electronic Banking services or in writing, no later than two months before the date of the change/modification of the Electronic Banking services settings is made.
9. Matters not regulated by these Terms and Conditions, e.g. rules and deadlines for payments and methods of communication between ČSOB and the Client, are specified in the Accounts and Payments Terms and Conditions, or in relevant contractual arrangements between the Client and ČSOB and/or ČSOB Group entities.
10. These Terms and Conditions become effective on 1 July 2019, and replace the Business Terms and Conditions for Providing ČSOB Electronic Banking Services of 1 November 2018.

Československá obchodní banka, a.s.