

BUSINESS TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES ČSOB ELECTRONIC BANKING



Effective from 1 November 2022

Československá obchodní banka, a.s., with its registered office at Radlická 333/150, 150 57 Prague 5, Organization ID No.: 00001350, incorporated in the Commercial Register maintained by the Municipal Court in Prague, Section B: XXXVI, Insert 46 (hereinafter “**ČSOB**” or the “**Bank**”), 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 Electronic Banking services pursuant to these Terms and Conditions will be governed by the laws of the Czech Republic; mutual communication will be in Czech unless agreed otherwise.

ČSOB provides products and services within the scope of these Terms and Conditions through ČSOB branches and Czech Post branches (collectively referred to as “Points of Sale”), or through other contractual entities, the Client Centre, the Website or the individual Electronic Banking services.

The scope of the services provided at individual Points of Sale may vary; for details, see the Website.

I. Definitions and Terms

Smart Application – the ČSOB Smart application – an application for mobile devices installed on a smartphone or a tablet from the official app stores Google Play or App Store. The Authorized Person logs in to the application and executes the Instructions using selected ČSOB Identity elements (listed in the chapter entitled “Authentication of Authorized Person and Authorization of Instructions by the Authorized Person” of the Terms and Conditions).

Smart Key Application – the ČSOB Smart Key application – an application for mobile devices (e.g. smartphones or tablets) installed from official stores such as Google Play, Apple App Store and Huawei AppGallery, which generates codes for the authentication of the Authorized Person and the authorization of the Instructions entered through the Internet Banking application of the ČSOB Internet Banking service.

Internet Banking Application – the web application of the ČSOB Internet Banking service available at <https://online.csob.cz> for supported web browsers specified on the public website of ČSOB, where the Authorized Person logs in using the ČSOB Identity from the login page at <https://mojeidentita.csob.cz>; after such authentication, the Authorized Person is redirected to the Internet Banking Application.

DoKapsy Application – the application the Authorized Person 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 service, the Authorized Person 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 and can use the code to finish the activation or the PIN unblocking process. All user information about the application is available at <https://www.csob.cz/portal/lide/ucty/dokapsy>, including the DoKapsy Application Terms of Use.

Security Elements – ČSOB Identity elements specified in the Terms and Conditions of [ČSOB Identity](#), which serve for the authentication of the Authorized Person in the ELB Services, authorization of legal actions of the Authorized Person in the ELB Services and activation of the relevant application according to the Terms and Conditions of ČSOB Identity:

- **Certificate** – the I.CA Qualified Certificate, I.CA Commercial Certificate, Isabel NV Certificate and ČSOB Commercial Certificate, which serve for authentication and authorization in the Service and the Identity Portal. For more details, see www.csob.cz/software.
 - **I.CA Qualified Certificate** – a qualified certificate for electronic signature pursuant to the Regulation, issued by První certifikační autorita, a.s., with its registered office at Podvinný mlýn 2178/6, Prague 9 – Libeň, Postal Code 190 00, Organization ID No. 26 43 93 95 (“I.CA”), stored on a physical or virtual medium and secured with a PIN or a password. For more details, see www.ica.cz.
 - **I.CA Commercial Certificate** – a commercial certificate issued by I.CA, stored on a physical medium and secured with a PIN. For more details, see www.ica.cz.
 - **Isabel NV Certificate** – a commercial certificate issued by Isabel NV, with its registered office at Boulevard de l'Impératrice, 13-15, 1000 Brussels, Belgium, stored on a physical medium and secured with a password. For more details, see www.isabel.eu.
 - **ČSOB Commercial Certificate** – a commercial certificate for the purpose of signing documents issued by ČSOB.

- **PIN (for the Smart Key Application)** – 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).
- **Smart Key** – a one-time code for authentication of the Authorized Person in the Service and authorization of legal actions of the Authorized Person in the Service, which is generated and possibly displayed to the Authorized Person in the Smart Key Application.
- **SMS Key** – a one-time code for authentication of the Authorized Person in the Service, authorization of legal actions of the Authorized Person in the Service or activation of the Smart Key Application and Smart Application (and possibly for activation of other applications provided by ČSOB), which ČSOB sends to the Authorized Person to the security telephone number specified in the Agreement on Identity (defined in the Identity Terms and Conditions).

Czech Post – a branch of the Czech Post through which ČSOB accepts requests for the establishment/ change/ cancellation of the ELB Services.

Instruction – an instruction of the Authorized Person delivered to ČSOB via the ELB Services for a Payment Transaction, or the use of products and services provided by ČSOB and/or members of the ČSOB Group.

Agreement – a contractual arrangement between ČSOB and the Authorized Person regarding the ELB Services – the Authorized Person expresses his/her consent to the Terms and Conditions electronically when first logging into the ELB Services. If the Authorized Person enters into a Change in Settings of the ELB Services with ČSOB, the Change in Settings of the ELB Services becomes part of the Agreement.

Agreement on Identity – the Agreement on ČSOB Identity concluded between the Authorized Person and ČSOB, which includes the Identity Terms and Conditions and on the basis of which the Authorized Person is provided with a ČSOB Identity, e.g. to log into the Electronic Banking services.

Helpdesk – an ELB Services Helpdesk customer contact centre, the contact information for which is available at www.csob.cz.

Identification Number – the ČSOB Identity Identification Number, which is a numerical code assigned to the Authorized Person and indicated in the Agreement on Identity, which can be used for authentication of the Authorized Person while communicating with the Client Centre.

Client – the Account Holder and the Authorized Person.

Client Centre – a specialized ČSOB site that provides selected services and remote support. The method for Authentication of Authorized Persons in the Client Centre is regulated by the Identity Terms and Conditions.

Qualified Electronic Signature – a qualified electronic signature (pursuant to Regulation (EU) No 910/2014 of the European Parliament and of the Council on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC (Article 3/12)) based on an I.CA Qualified Certificate and created by a qualified means for creating electronic signatures.

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

Authorized Person – a private individual – Account Holder or a private individual who the Account Holder has authorized via the ELB Services, in the Contract or Authorization to dispose of funds in his/her accounts via the ELB Services and who has access to all information about an account(s) provided by the ELB Services.

Payment Button – a function in a third-party e-shop that allows an Authorized Person to easily pay for goods/services from the Account Holder's account. The Authorized Person is redirected to his/her Internet Banking via the Payment Button, where he/she authenticates in accordance with the Terms and Conditions and authorizes the pre-filled payment order in accordance with the Terms and Conditions. The Authorized Person is obliged to check the details in the payment order before authorization.

Payment Transaction – within the meaning of the Terms and Conditions, a non-cash transfer of funds executed within a payment service – outgoing payment or direct debit.

Accounts and Payments Terms and Conditions:

- 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 – Legal Entities and Individual Entrepreneurs,
- c) Terms and Conditions for Accounts and Payments for Corporations and Institutions.

Identity Terms and Conditions – the Business Terms and Conditions for ČSOB Identity, which are part of the Agreement on Identity and describe, among other things, the ČSOB Identity Elements that an Authorized Person uses to log into the ELB Services.

ČSOB Identity Elements – ČSOB Identity elements described in the Identity Terms and Conditions.

Means of Communication:

- 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) chip card reader – a facility for communicating between the PC with the chip card,
- c) 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 – ČSOB and entities forming a business group with ČSOB; the current list is available at www.csob.cz/skupina.

KBC Group – 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.

ELB Services:

- a) **Phone Banking** – the ČSOB Phone Banking service – a customer service line available during the hours specified at www.csob.cz, through which the Client can execute selected Instructions. For changes made through the Phone Banking service, ČSOB and the Authorized Person agree that changes to the document entitled Changes in Settings of the ELB Services will be made to this extent, if it has been concluded between the Authorized Person and ČSOB.
- b) **Internet Banking** – the ČSOB Internet Banking service, which consists of the Internet banking application and the Smart Application, which enables the Client to communicate with ČSOB securely via the Internet and use the established products according to the relevant product terms and conditions. Internet Banking allows the Account Holder – a private individual who is of legal age – to conclude contracts for the provision of selected banking products. Internet Banking is accessible to all Clients in the Internet Banking Application (after logging in via <https://mojeidentita.csob.cz> at <https://online.csob.cz>).

As part of the Internet Banking application, 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 Smart Application, the Client can set up notifications of the balance/ movement on the Client's account and about payments and ČSOB products.

Contract – a contract concluded between ČSOB and the Account Holder, which includes the Terms and Conditions, the Identity Terms and Conditions and the Accounts and Payments Terms and Conditions, namely:

- ČSOB Electronic Banking Service Contract. The contract can be concluded as an Account Holder's (Authorized Person's) request and its acceptance by ČSOB.
- The Contract also means a contract containing an agreement on the provision of ČSOB Electronic Banking services and at the same time an agreement on the Change in Settings of the ELB Services concluded by ČSOB with the Account Holder – Authorized Person.
- Request – ČSOB Electronic Banking Service Contract, Authorization and Notification of Acceptance of a Proposal for the Conclusion of the ČSOB Electronic Banking Service Contract.
- Poštovní spořitelna Electronic Banking Contract, which consists of the Request for Services – Poštovní spořitelna Electronic Banking (proposal for concluding a contract), Notification of the Establishment and Activation of Poštovní spořitelna Electronic Banking Services
- Poštovní spořitelna Electronic Banking Contract, which consists of the Request for Services – establishment of access authorization and Poštovní spořitelna Electronic Banking services for the Authorized Person (proposal for concluding a contract), Notification of the Establishment of Poštovní spořitelna Electronic Banking Services.

Username – an optional code that the Authorized Person sets when logging into the ČSOB Identity portal at <https://mojeidentita.csob.cz> for the first time in accordance with the Identity Terms and Conditions.

User Manual – a set of instructions, manuals, user information and technical specifications of the Service and documents of a similar nature, which is available at www.csob.cz/prirucky.

Login Password – an optional code that the Client enters when registering to the ČSOB Identity portal at <https://mojeidentita.csob.cz> in accordance with the Identity Terms and Conditions. The Client can also use the Login Password to authorize selected Instructions in the Internet Banking application of the Internet Banking service.

Guaranteed Electronic Signature – a guaranteed electronic signature pursuant to the Regulation (Article 3/11) which is based on an I.CA Qualified Certificate or ČSOB Commercial Certificate.

Change in Settings of the ELB Services – the document entitled Change in Settings of the ČSOB Electronic Banking Services, which regulates the settings of services, especially limits.

Authorization – the document of Authorization to dispose of funds in accounts through the ČSOB Electronic Banking services, the authorization specified in the Request – proposal for concluding the ČSOB Electronic Banking Service Contract, the authorization specified in the Request for Services – establishment of access authorization and Poštovní spořitelna Electronic Banking services.

II. Characteristics of the ELB Services

1. A prerequisite for the provision of the ELB Services to the Account Holder is the conclusion of the Contract and the maintenance of the Account Holder's account with ČSOB.
2. These are prerequisites for access of the Authorized Person to the ELB Services:
 - the conclusion of an Agreement on ČSOB Identity,
 - expression of consent (electronically) by the Authorized Person with the Terms and Conditions upon the first access to the ELB Services (conclusion of the Agreement).
3. Using the ELB Services, the Authorized Person is entitled to execute Instructions. Authorized Persons' Instructions submitted through the Internet Banking service will be accepted by ČSOB 24 hours a day and 7 days a week. The Instructions of Authorized Persons handed over to ČSOB via the Phone Banking service are accepted by ČSOB during the [business hours](#) specified on the website. Payment Transactions cannot be made through Phone Banking.
4. An Authorized Person may also make Payment Transactions in the Smart Application using Kate, which is described in more detail in the Identity Terms and Conditions. The execution of a Payment Transaction is subject to the Terms and Conditions.
5. Using the Internet Banking service, the Authorized Person – a private individual with full legal capacity is entitled to conclude contracts for selected banking products with ČSOB.
6. Using the ELB Services, the Authorized Person is further entitled, among other things, to:
 - a) set up/ activate selected payment instruments,
 - b) change the settings of selected payment instruments, such as setting the payment card limit, authorizing/ disabling online payment card payments etc.
7. In Internet Banking, the Authorized Person – Account Holder, a private individual of age and with full legal capacity – can conclude the Multibanking Service Contract with ČSOB. ČSOB provides the Multibanking service on the basis of that contract, 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 and conditions of the Multibanking Service Contract.
8. 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 service to log into the Internet portals of ČSOB subsidiaries (the ČSOB Group Portal) and ČSOB contractors, thus gaining access to information and the services of ČSOB subsidiaries (e.g. Patria Finance, Penzijní společnost, Hypoteční banka) and contractors (e.g. OZP). Client identification details are provided for these purposes.
9. Selected services and applications can be activated and deactivated through the relevant service provided under the ELB Services or via the Helpdesk. If the Authorized Person requires the Smart Application to be deactivated via the ČSOB Helpdesk, the application will be deactivated on all mobile devices/ PCs on which the Authorized Person has activated the Smart Application.
10. If the Account Holder specifies in the Authorization for the relevant Authorized Person a limit on Payment Transactions for the relevant account equal to zero, the Authorized Person can use the ELB Services in a passive form in relation to the account concerned only, i.e. he/she will not be authorized to make Payment Transactions but he/she can submit other Instructions. Active use of the ELB Services is an option to make Payment Transactions and submit other Instructions by the Authorized Person. The Authorized Person named in the Account Holder's Authorization cannot be a person under the age of 18.
11. For minor Account Holders, the Service functionality is restricted to passive access to accounts up to the age of 15, i.e. they cannot make Payment Transactions. After the minor Account Holder reaches the age of 15 and until he/she reaches the age of 18, the statutory representative who represented him/her at the conclusion of the contractual relationship is entitled, at a Branch and in the physical presence of the minor Account Holder, to establish active access to the Account Holder's account stating the limit on the relevant method of authorization of the Payment Transaction, as well as the limit on all Payment Transactions made by the Authorized Person on the relevant account during one day. Once the Account Holder reaches the age of 18, the Account Holder's

previous access to the ELB Services will not be terminated, unless ČSOB and the Account Holder have agreed otherwise. The statutory representative of the minor Account Holder who represents him/her in concluding the contractual relationship has access to the minor Account Holder's account through the ELB Services until the minor Account Holder reaches the age of 18.

III. Limits

1. When setting up the ELB Services, ČSOB sets daily limits for the Authorized Person for the Payment Transactions listed below in this Article according to the type of means used for the authorization of the Payment Transaction. The Authorized Person may agree with ČSOB on a different amount of the limit, via the ELB Services or at a Point of Sale in the document entitled Changes in Settings of the ELB Services. If the limit is changed via the ELB Services, the document entitled Changes in Settings of the ELB Services in this section will change. The highest possible limit that can be agreed between ČSOB and the Authorized Person via the ELB Services or in the document entitled Changes in Settings of the ELB Services is set out below in this Article:
 - a) SMS Key – the daily limit is CZK 50,000, the maximum limit is CZK 1,500,000,
 - b) Certificate – the daily limit is CZK 1,000,000, the maximum limit is unlimited,
 - c) Smart Key – the daily limit is CZK 50,000, the maximum limit is CZK 5,000,000.Limits on Payment Transactions authorized through the consent of the Authorized Person without strong verification (by clicking) are set by ČSOB internally; this limit cannot be changed by the Authorized Person. The amount of a Payment Transaction authorized through the consent of the Authorized Person without strong verification (by clicking) will not be included in the limit for the SMS Key, Smart Key or Certificate.
2. The Account Holder may specify in the Authorization a limit for all Payment Transactions executed by the Authorized Person on his/her respective account during one day, regardless of the amount of limits set by the Authorized Person or ČSOB in accordance with this Chapter III, Article 1 of the Terms and Conditions. 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. Payment Transactions authorized by the Authorized Person by expression of will without strong verification (by clicking) are also included in this limit.
3. In the event the Authorized Person has a limit for Payment Transactions authorized via an SMS Key agreed with ČSOB in a different amount than set by ČSOB when establishing the ELB Services (specified above in Chapter III, Article 1 of the Terms and Conditions) and the Authorized Person changes the method of authorization of Payment Transactions from authorization via an SMS Key to authorization via a Smart Key, in that case the agreed limit between the Authorized Person and ČSOB for transactions authorized via an SMS Key shall continue to apply for transactions authorized via a Smart Key unless ČSOB and the Authorized Person agree otherwise.
4. In the event the Authorized Person has a limit for Payment Transactions authorized via a Smart Key agreed with ČSOB in a different amount than set by ČSOB when establishing the ELB Services (specified above in the Article of the Terms and Conditions) and the Authorized Person changes the method of authorization of Payment Transactions from authorization via a Smart Key to authorization via an SMS Key, in that case the agreed limit between the Authorized Person and ČSOB for transactions authorized via a Smart Key shall continue to apply for transactions authorized via an SMS Key. However, if this agreed limit exceeds the maximum permitted limit for transactions authorized via an SMS Key (specified above in Chapter III, Article 1 of the Terms and Conditions), ČSOB shall set the maximum permitted limit for the Authorized Person for transactions authorized via an SMS Key (specified above in Chapter III, Article 1 of the Terms and Conditions).
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 specified above (in Chapter III, Article 1) set by the Authorized Person or ČSOB.
6. Limits set by the Authorized Person or set by ČSOB for the Authorized Person (according to Chapter III, Article 1 of the Terms and Conditions) do not apply to: cancellation of a standing order, cancellation of outgoing domestic payment, cancellation of foreign payment order, cancellation of SEPA payment, cancellation of forward and repeated top-up, cancellation of direct debit authorization (standard, SIPO, SEPA and O2), cancellation of transfer from a savings account with a bonus, cancellation of a notice with respect to a savings account, cancellation/establishment/ change of a payment template and a payment order (from an account held with another bank) placed within the Multibanking service. Limits set by the Authorized Person or set by ČSOB for the Authorized Person (according to Chapter III, Article 1 of the Terms and Conditions) further do not apply to transfers between accounts of one Account Holder (including termination of a deposit on a savings account, withdrawal of a term deposit, transfer from a savings account with a premium/ bonus, transfer from a savings account via a third party, credit card repayment) with the exception of foreign exchange orders (foreign exchange payments within the Czech Republic), SEPA payments and foreign payment orders (SEPA payments and payments abroad).

IV. Authentication of Authorized Person and Authorization of Instructions by the Authorized Person

1. The Authorized Person is authenticated by ČSOB through the ČSOB Identity Elements arranged on the basis of the Agreement on Identity and described in more detail in the Identity Terms and Conditions:
 - a) when using the Phone Banking service via:
 - callback of ČSOB to the Authorized Person;
 - Smart Key;
 - questions posed by ČSOB to the Authorized Person.
 - b) when using the Internet application of the Internet Banking service via:
 - username, login password and SMS Key;
 - username, login password and Smart Key;
 - I.CA Commercial Certificate.
 - c) when using the Smart Application via:
 - username, login password and SMS Key, or authentication can be made with biometric data (activated SMS Key);
 - Smart Key, or authentication can be made with biometric data (activated Smart Key).
2. The Authorized Person authorizes (confirms) the Instructions submitted to ČSOB via:
 - a) Phone Banking:
 - The Authorized Person authorizes the Instruction by consent at the end of the call. The consent is considered an unambiguous and indisputable confirmation of the correctness of the data entered by the Authorized Person.
 - b) the Internet application of the Internet Banking service:
 - by SMS Key (Authorization Code) and Login Password, or
 - by Smart Key, or
 - by a Qualified Electronic Signature,
 - by an expression of will without strong verification (click-through), i.e. simplified payment confirmation. This method of authorization is set by ČSOB automatically to the Authorized Person (including a minor, a person with limited legal capacity) when setting up the ELB Services. The Authorized Person can switch this method of authorization off and on again (in the ČSOB Identity service at <https://mojeidentita.csob.cz>).
 - c) Smart Application:
 - by SMS Key (Authorization Code) - it is possible only until the termination of this authorisation method, which ČSOB will notify the Authorized Persons in advance, or
 - by Smart Key, or
 - by an expression of will without strong verification (click-through), i.e. simplified payment confirmation. This method of authorization is set by ČSOB automatically to the Authorized Person (including a minor, a person with limited legal capacity) when concluding the ELB Services. The Authorized Person can switch this method of authorization off and on again (in the ČSOB Identity service at <https://mojeidentita.csob.cz>).

An Authorized Person may authorise an Instruction by an expression of intent without strong verification (by clicking) or simplified payment confirmation if this involves:

 - a transfer of funds between accounts of the same Account Holder,
 - a payment order for a small amount up to CZK 500 (inclusive),
 - a transfer of funds to the account of the beneficiary named by the Authorized Person in the list of trusted beneficiaries that they have created for the accounts.
3. In the case of concluding contracts for selected banking products, the Authorized Person signs (authorizes) the contract with an electronic signature based on the SMS Key or the ČSOB Commercial Certificate, or confirms consent to its content by a simple click. ČSOB will sign the contract with a scanned signature of an authorized representative of ČSOB and provide it with an electronic seal and a qualified time stamp. Authorization of the electronic signature based on the ČSOB Commercial Certificate is performed by the Authorized Person using the Security Elements.
4. ČSOB is entitled to change the method of authentication of the Authorized Person in the ELB Services, authorization of the Instructions and legal actions in the ELB Services, primarily due to higher security of the ELB

Services. ČSOB will inform the Authorized Person about the new authentication or authorization method through the concerned ELB Service, or in writing no later than 2 months before the change is to come into effect.

5. During authentication or authorization, the Authorized Person will be able to make several attempts, depending on the service selected. The Authorized Person's access to the ELB Services will be blocked/ unblocked in the cases and in the way as described in the User Manual.

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. He/she must also follow the Principles of Safe Use of Electronic Banking published in the Safety Guide at www.csob.cz/bezpecnost and in the User Manual available at 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 service and at www.csob.cz/bezpecnost.
3. The Client must ensure that the device used for the ELB Services has:
 - a) an updated operating system (regular updates removing security flaws from the system),
 - b) an updated Internet browser from a recommended SW shown at www.csob.cz/identita,
 - c) a functional (constantly on) and updated antivirus program set to regularly monitor viruses on the device.
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) 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 by a pass phrase or login password),
 - 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) prior to logging into the Internet Banking service, check whether the ČSOB server address corresponds to the login address <https://mojeidentita.csob.cz> and the Client is subsequently redirected to <https://online.csob.cz>, and whether the page certificate (certificate confirming that the page owner is ČSOB) is valid. The current issuer of the certificate is listed at <https://www.csob.cz/certifikaty>. In the event of any doubt regarding the address or validity of the certificate, not perform any acts, not enter any Security Elements and contact the Helpdesk.
 - h) 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 corresponds to <https://platebnitlacitko.csob.cz/prihlaseni> 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, not perform any acts, not enter any Security Elements and contact the Helpdesk. The Client is required to check the pre-filled data before the authorization of the Payment Transaction.
5. The Client must know about the security of the ELB Services, in particular:
 - a) the options for setting Security Elements, in particular the recommendation of not using simple login passwords or usernames that can be derived from his/her information,
 - b) the options for setting security limits to limit the amount of Payment Transactions (Chapter II of the Terms and Conditions),
 - c) observe safe behaviour on the Internet (e.g. not react to e-mail messages with a suspicious name and contents, particularly if personal data, passwords or his/her PIN code or payment card numbers are required to be provided, not open documents attached to such messages and not click on links in these messages),

- 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 access to the Service pursuant to Chapter V, Article 8b) of the Terms and Conditions or to the ČSOB Identity services; if a mobile device is lost, ask the operator to block the SIM card.
6. The Client must use the ELB Services in full compliance with the Contract and the Terms and Conditions. The Client is furthermore obliged to observe the procedures and rules according to the User Manual and the Principles for Safe Use of Electronic Banking, in particular he/she must prevent any other person becoming acquainted with the Security Elements used, must not disclose these Security Elements to any other person and not keep them in an easily readable form or have them or keep them together with the Means of Communication (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 must use the ELB Services or Means of Communication according to the Terms and Conditions, in particular follow all the agreed principles for ensuring the security of the Means of Communication in the ELB Services, including Security Elements.
7. Failing to fulfil these obligations is a substantial breach of the Contract/ Agreement justifying the withdrawal of ČSOB from the Contract/ Agreement.
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 Point of Sale to set them,
 - b) discovers a 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 the ELB Services) report this immediately, either in person at a Point of Sale or by phone to the Helpdesk or by e-mail. Failing to fulfil these obligations will be considered a serious breach of the Contract and/or Agreement. If a Certificate is misused, the Client can directly invalidate it via the Internet pages www.ica.cz, or after entering the number of the Certificate and the invalidation password specified in the Certificate request. ČSOB will take all appropriate measures to stop any further use of the ELB Services, also when the Client is negligent or pursues fraudulent practice. 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 unauthorized Payment Transaction, errors or other discrepancies in the maintenance of the account for which the ELB Services are provided, he/she must inform ČSOB at a Point of Sale 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 direct result of a breach of his/her obligations specified in Chapter V, Articles 1-8 of the Terms and Conditions. The Client acknowledges that any breach of obligations agreed herein in order to ensure the security of the ELB Services and Security Elements on his/her part (e.g. disclosure of Security Elements to a third party) may lead not only to unauthorized payment transactions being made directly with the use of the ELB Services but also to other types of damage being incurred as a result of the steps referred to in Chapter I, in particular Articles 3-5, of the Terms and Conditions (Characteristics of the ELB Services), 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 Chapter V, Article 8b) of the Terms and Conditions, he/she will not be responsible for damage incurred from the loss, theft or misuse of his/her Security Elements or Means of Communication with the ELB Services, except for fraudulent transactions by the Client.
11. The Client is not entitled to recall a transfer (between accounts of one Account Holder) and a Payment Transaction through the ELB Services on the due date. A Payment Transaction with a future due date delivered via the Internet Banking service can be cancelled either by a Payment Transaction cancellation request delivered to the Point of Sale or recalled or modified via the Internet Banking service, 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.
12. The notification of the Account Holder concerning the standing orders and direct debit (collection) permits ordered via the ELB Services which will not be executed by ČSOB after his/her death must be delivered to ČSOB in writing via a Point of Sale.

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.
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 the fees from any account of the Account Holder maintained with ČSOB. ČSOB prefers to collect the fees from a current payment account. If the Account Holder 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 Account Holder maintained with ČSOB.
5. ČSOB will not be liable for the non-execution of a Payment Transaction and any damage incurred in connection with non-availability/ malfunction of the ELB 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 (program of another manufacturer etc.).
6. In the event of a breach of a contractual obligation, 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 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 and/or in an account statement.
9. ČSOB is authorized to block the ELB Services/ payment instruments for reasons relating to the security of the ELB Services/ payment instruments, in particular as a result of a suspicion of unauthorized or fraudulent use of the ELB Services/ payment instruments. Prior to blocking the ELB Services/ payment instruments, or if this is not possible, immediately afterwards, ČSOB shall inform the Authorized Person, in a manner agreed in the Chapter entitled Mutual Communication in the Accounts and Payments Terms and Conditions, of the blocking of the ELB Services/ payment instruments, including the grounds for their blocking, unless informing the Authorized Person could defeat the purpose for which the ELB Services or the payment instruments used within the ELB Services 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 ELB Services after receiving information in accordance with Chapter V, Article 8b) of the Terms and Conditions also if the Client is negligent or commits fraudulent practice.
11. ČSOB will not be responsible for security of the public communication and data lines the ELB Services are provided through and, therefore, cannot influence the fact that the Client may incur damage due to any misuse of transmitted messages.
12. ČSOB is entitled to withdraw from the contractual relationship in a case where the persistence of the obligations under the contract or use of the product and service becomes unacceptable for ČSOB or illegal under the applicable legal regulations or internal policy of ČSOB or the KBC Group.

VII. Account Statements and Claims

1. The Account Holder will be informed of the carrying out 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 ELB Services (if the ELB Services and the account/ product for which the account statement is prepared allow this).
2. ČSOB sends and provides the Account Holder with account statements electronically through the Internet application of the Internet Banking 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 to all the 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 the Account Holder.
5. ČSOB considers its obligations laid down by the Payment System Act on providing Account Holders with account statements in the agreed manner to have been fulfilled when the electronic account statement is made available to the Authorized Person.
6. Electronic account statements are available in the Internet Banking service for a limited time: 18 months for monthly account statements, 7 months for weekly account statements and 6 months for daily account statements.
7. 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.

8. In the event the Account Holder has agreed with ČSOB to make account statements available electronically via the ELB Services and the contractual relationship on the ELB Services is terminated, the last account statement will be sent to the Account Holder in paper form to the mailing address provided to ČSOB by the Account Holder.
9. The Client is entitled to require problems arising in connection with the ELB Services to be resolved at a Point of Sale in writing, by phone via the Phone Banking service or by e-mail or phone to the Electronic Banking Helpdesk (contact details at www.csob.cz) within the period specified in the ČSOB Claims Code, which is available at Points of Sale and at www.csob.cz.

VIII. Other Provisions and Specifics of the ELB Services

1. The Authorized Person can sign electronic contractual or other documentation by his/her biometric signature on an electronic tablet or signpad at selected Points of Sale. ČSOB signs this documentation by a scanned signature of an authorized ČSOB representative or a biometric or other signature. The contractual documentation will become effective on the date of its execution by all the parties. Documentation to be signed by only one of the parties takes effect upon signature by the relevant party. Subsequently, ČSOB will affix an electronic seal and qualified time stamp and send the documentation to the Authorized Person in the Internet Banking service. Contractual documentation for the ČSOB Identity is sent directly to the ČSOB Identity service. If the obligation ceases to exist and the contractual relationship arising from the Contract/ Agreement/ Agreement on Identity is terminated, the Authorized Person must store this documentation using another data storage prior to the date of the termination of the contractual relationship.

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 the ELB Services are used, ČSOB will accept only those Instructions that include complete data corresponding to the prescribed and authorized formats according to the selected ELB 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 inform the Client of any failure to execute the Payment Transaction in accordance with the Accounts and Payments Terms and Conditions. ČSOB is not liable for any damage incurred because of incorrect or duplicate entered Instructions delivered to ČSOB via the ELB Services.
3. Czech Post will process the form requests for the establishment/ change/ cancellation of the ELB Services within the following time limits:
 - setting up the ELB Services: 15 days,
 - change of requirements concerning the ELB Services: 5 days,
 - requirements for cancellation of the ELB Services: 5 days.
4. The Authorized Person may activate the Smart Key at the Points of Sale, via the Internet Banking service or the ČSOB ATM. If the Authorized Person has used the SMS Key for authentication in the ELB Services or the authorization of the Instructions, the possibility of using the SMS Key for authentication in the ELB Services and the authorization of the Instructions will be cancelled at the moment of activation of the Smart Key. The Authorized Person may use the Smart Key for authentication in the ELB Services or the authorization of the Instructions.

Deactivation of the Smart Key can be performed via a Point of Sale or via the Phone Banking service. The moment the Smart Key is deactivated, the activation of the SMS Key will occur and the Authorized Person can use the SMS Key for authentication in the ELB Services and the authorization of the Instructions.

Activation of the Smart Key and its deactivation does not affect the Authorized Person's ability to enter into contracts with ČSOB electronically, where the Authorized Person signs the contract via an SMS Key.
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 are subject to copies being made of text messages and Instructions.
7. If, when using the services of mobile network operators T-Mobile (TWIST recharging)/ O2 (O2 recharging)/ Vodafone (Vodafone Card Recharge, payment of invoices), 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. ČSOB will automatically make accounts (or selected products and services of ČSOB and the ČSOB Group) where this is allowed available to the Account Holder (private individual, private individual entrepreneur) through the ELB Services after the conclusion of the Contract.
9. If the Client is:
- a) a minor, the protection of Security Elements and secure use, settings and changes of the Service will be the responsibility of the statutory representative who has concluded the Contract. The authorization the statutory representative(s) granted to an Authorized Person will cease as soon as the Account Holder has reached the age of legal capacity. If the statutory representative's assets 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 ELB Services. Only one statutory representative represents the minor Client when concluding the Contract. That statutory representative may amend or terminate the Contract,
 - b) represented by a court-appointed guardian, the guardian who has concluded the Contract is responsible for protecting the Security Elements and secure use of the ELB Services, settings and changes.
10. 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 (unless they have acquired legal capacity) or to a Client with limited legal capacity, to the Client's statutory representative or guardian, or to the minor Client or Client with limited legal capacity.
11. 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 the notice is submitted through a Czech Post branch, the obligation and contractual relationship shall terminate within 5 days. 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. This shall be without prejudice to the right of ČSOB to proceed in accordance with Chapter V, Article 9 of the Terms and Conditions. If the obligation ceases to exist and the contractual relationship arising from the last account contract through which the Account Holder receives the ELB Services is terminated and the Account Holder does not have another account at ČSOB for which the ELB Services are provided, then on the day when the obligation ceases to exist and the contractual relationship according to the account contract is terminated the obligation terminates and the contractual relationship under the Contract terminates as well.
12. In the event of termination of all legal relationships arising from all contracts containing agreements on the provision of the ELB Services concluded between ČSOB and individual Account Holders who have authorized the relevant Authorized Person to manage funds in the accounts through the ELB Services, the legal relationship arising from the Agreement between ČSOB and that Authorized Person shall terminate.

IX. Transitional Provisions for the Transfer of Clients from the Poštovní spořitelna Electronic Banking Services and ČSOB Electronic Banking Services to the ELB Services

1. From 1 April 2021, Clients are being transferred from the Poštovní spořitelna Electronic Banking services and ČSOB Electronic Banking service to the ELB Services. The Poštovní spořitelna Electronic Banking services and ČSOB Electronic Banking services are cancelled on the effective date of the Terms and Conditions. Authorized Persons who have not completed the transfer – have not logged into the ELB Service in the period from the date of the Authorized Person's transfer to the ELB Service notified by ČSOB until the effective date of the Terms and Conditions – will be transferred to the ELB Services by ČSOB automatically. The Authorized Persons so affected shall log into the ELB Services in accordance with the following procedure and under the terms and conditions set forth below:
- a) The Authorized Person authenticates himself/herself in the ELB Services with one-time authentication elements issued at a Branch or the Client Centre upon request. After logging in, the Authorized Person will be redirected to <https://identita.csob.cz>.
 - b) At <https://identita.csob.cz>, the Authorized Person will agree to the following contractual documents, which is a prerequisite for using the ELB Services:
 - Agreement on ČSOB Identity, which includes the Business Terms and Conditions for ČSOB Identity, if he/she has not already concluded this Agreement with ČSOB. This document establishes the ČSOB Identity for the Authorized Person and the Authorized Person may use the ČSOB Identity services in accordance with the terms and conditions of this service;
 - Document entitled Change of Settings of the Electronic Banking Services, in which the Authorized Person confirms in particular the new setting of limits in the ELB Services;
 - Terms and Conditions.

If the Authorized Person is a minor, only his/her statutory representative may consent to the documents. If the Authorized Person has a limited legal capacity, only his/her guardian or other designated representative may consent to the documents. Consent is given by the statutory representative or guardian in the ELB Services or at a Point of Sale.

- c) The Authorized Person, after the approval of the documents according to Chapter IX, Article 1b) of the Terms and Conditions, will create new ČSOB Identity elements, by which he/she will authenticate in the ELB Services, in accordance with the rules set by ČSOB.
2. The moment when the Authorized Person agrees to the documents pursuant to Chapter IX, Article 1b) of the Terms and Conditions, the following shall occur, inter alia:
 - a change in the limit for an individual Payment Transaction executed by the Authorized Person on the relevant account, the amount of which was determined by the Account Holder in the Contract or Authorization, so that the amount of the limit remains the same and this limit applies to all Payment Transactions executed by the Authorized Person on the relevant account within one day;
 - the Account Holder and the Authorized Person are newly subject to the Business Terms and Conditions for ČSOB Identity unless they have already concluded an Agreement on ČSOB Identity before being transferred to the ELB Services.

X. Final Provisions

1. 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 shall disclose information that is subject to banking secrecy solely to Authorized Persons and institutions authorized for that purpose pursuant to the law and contractual arrangements with the Client, and to business partners authorized to perform certain activities or who offer, sell or operate the products of the ČSOB Group, for the purpose of fulfilling business contracts, including the settlement of claims.
2. ČSOB may disclose the Confidential Information to companies within 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 and their business partners, for example in the form of commercial e-mail notifications. For the purposes mentioned above, ČSOB can distribute the Confidential Information about the Client – legal entity to entities from the KBC Group.
3. With the Clients' consent, ČSOB may provide their Banking Information to third parties at their request. Banking Information is used as a source of information when establishing new business contacts, making business relationships more transparent, and enhancing confidence among business partners.
4. The Client is responsible for the topicality, correctness and completeness of the data given to the Bank and will notify the Bank without undue delay of any changes in these data and prove the change by a valid identity document or another document from which the change is clear, with the exception of changes in the contact or residential (permanent) address which the Client only communicates.
5. Prior to entering into a contract/ providing a service, ČSOB verifies the identity of the Client or a person representing them at least as required by the relevant legal regulations. In the case of a Client – legal entity, ČSOB identifies the controlling entity and the beneficial owner of that legal entity or legal entity if they are a member of the Client's governing body. If the Client (or a person representing the Client) refuses to comply with the required extent of identification, the banking service will not be provided/ the contract will not be concluded. ČSOB must refuse to provide banking services while maintaining the Client's anonymity. Pursuant to the law on measures against money laundering and financing of terrorism, ČSOB is entitled to ask the Client to provide additional data on the Client, those representing the Client and for legal entities additional data on the controlling entity and the beneficial owner of that legal entity at any time during the contractual relationship with the Client by submitting the required documents or information, including proof of the origin of funds remitted to the Client's account, documents proving the Client's creditworthiness and his/her liabilities or his/her credibility, and the Client is obliged to provide this. ČSOB is entitled to make photocopies of all documents submitted by the Client for its own use. ČSOB is entitled not to execute a Client's transaction if it is associated with the risk of money laundering or financing of terrorism or if a Client's transaction is suspected of being subject to international sanctions pursuant to the legislation on international sanctions or if ČSOB reasonably believes a Client's transaction does not comply with the legal regulations.
6. ČSOB processes the Client's personal data in the context of the negotiations leading to the conclusion and performance of the Contract and the Agreement. Detailed information on the processing of personal data is provided in the "Information on the processing of personal data" document available on the Website and at Points of Sale.
7. 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 would have taken place even without the invalid part if ČSOB had 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.

8. 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 given to the Client was insufficient, and
 - c) clauses that are particularly detrimental (disadvantageous) to the Client, without good reason, especially if the Agreement or Contract seriously and with no particular reason differs from the usual terms and conditions negotiated in similar cases.

9. ČSOB is entitled to propose changes in the Terms and Conditions/ Price List. In the case of a Client – private individual (consumer), ČSOB shall usually convey the information about the proposed changes via the Internet Banking service or account statement, or by e-mail, letter or data message, at least two months prior to the proposed effective date; ČSOB shall publish this proposal at www.csob.cz. ČSOB notifies the Client – private individual (consumer) about the integration of the change proposal in the Internet Banking service by informative e-mail or SMS.

For Clients who are private individual entrepreneurs or legal entities, ČSOB shall post the information about the proposed changes at www.csob.cz no later than one month before the date that the changes are to take effect, of which the Client shall be notified in a message sent to Client's Internet Banking, in an account statement, by letter, e-mail or data message. If the Client does not reject the suggested changes in writing on the last business day prior to the proposed effective date, it will be considered that he/she has accepted them in their entirety. If the Client rejects the suggested changes in writing, he/she will be entitled to terminate the Agreement/ Contract affected by these changes with immediate effect at no cost. The Client must submit the termination notice to ČSOB at least one business 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 general agreement or individual contracts forming the general agreement according to Article I(1) of the Accounts and Payments Terms and Conditions.

10. 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 general agreement or the individual contracts, the Terms and Conditions or the Price List. Such a change may include, in particular:

- a) adjustments made entirely in favour of the Client,
- b) adjustments caused by the addition of a new service, which does not have any effect on the existing fees,
- c) changes to the name of a banking product, service or payment instrument, which do not have any effect on the rights and obligations of the parties,
- d) adjustments necessitated by the need to increase the level of security of the banking services, or by technological advances,
- e) the amendment of data of informative nature (ČSOB headquarters, entities from the ČSOB Group).

ČSOB undertakes to inform the Client about the above changes well in advance via the Internet Banking service, by posting information at www.csob.cz, notifying the Client via their account statement, or sending them an e-mail to the address indicated by the Client. The Client may also check the information about such changes at Points of Sale.

11. Having innovated and modernized particular ELB Services, ČSOB is entitled to discontinue providing and supporting Security Elements or applications used within the ELB Services and replace them with the latest version, as the case may be, after notifying the Client via the service provided under the ELB Services which is affected by the discontinuation of provision or support or in writing, no later than 2 months before the date when the provision or support should be terminated.
12. ČSOB is entitled to adjust the settings in the Contract/ Agreement or the Terms and Conditions in order to provide the highest level of security of the ELB Services if there are reasons beyond the control of ČSOB that threaten to reduce the level of security and protection, after notifying the Client via the service under the ELB Services which

is affected by the adjustment or in writing, no later than 2 months before the date when the change/ adjustment of the ELB Services settings is to be made.

13. 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 members of the ČSOB Group.
14. These Terms and Conditions become effective on 1 November 2022, and replace the ČSOB Electronic Banking Services Business Terms and Conditions of 1 July 2022.

Československá obchodní banka, a.s.