

Terms of Use of the DoKapsy od ČSOB Application

General Provisions

1. Československá obchodní banka, a. s., with its registered office at Radlická 333/150, 150 57 Prague 5, ID No. 00001350, incorporated in the Companies Register maintained by the Municipal Court in Prague, Section B: XXXVI, Insert 46 (hereinafter “**ČSOB**”) hereby issues these Terms of Use of the DoKapsy od ČSOB Application (hereinafter the “**Terms**”).
2. The DoKapsy od ČSOB Application (hereinafter the “**Application**”) is a mobile application that enables Users to:
 - a) to show the Payment Card and overview of payments initiated through it,
 - b) show the balance in the account for which the Payment Card was provided,
 - c) digitize Merchants’ loyalty cards,
 - d) view discounts offered by Merchants,
 - e) use supplementary services and third-party modules, the use of which will be made possible by ČSOB through the Application.
3. For Non-Client Users, only the functionalities specified in Article 2 **Chyba! Nenalezen zdroj odkazů.**- e) are available.

Terms of Use of the Application

4. Only a natural person over 18 years of age may activate the App.
5. The Client User must have a ČSOB ID and an activated ČSOB Smart Key application.
6. Non-Client Users must have an email address and a mobile phone number registered in the Czech Republic, Slovakia, Hungary, Belgium, Bulgaria or Ireland (with the corresponding national code).
7. To use the functionalities listed in Article 2 (a)b) of the Terms, the User must be a holder of a ČSOB or Poštovní spořitelna Payment Card.
8. The technical prerequisite for using the Application is a Mobile with the relevant operating system – detailed information is available on the Website or in the relevant mobile app stores.
9. The Application can send push notifications (e.g. of the expiration of paid parking hours, public transport ticket validity, ČSOB services offers) even if it is not open. Some functions of the Application require push notifications, and the user should permit them in the settings of their Mobile Phone. Push notifications can be disabled in the Mobile Phone settings at any time.

Installation and Activation of the Application, Application Email and Application Password

10. The User is authorized to install the Application exclusively from the Play Store or the App Store¹.
11. The Client User activates the Application via the ČSOB Smart Key application (within the application, the user confirms activation in the standard manner supported by the ČSOB Smart Key application), while a Non-Client User activates the Application by entering and verifying a telephone number and email address. The same applies to repeated activation (e.g. on a different Mobile Phone), where needed. Upon the first activation of the Application, the Non-Client User chooses the Application Password. If the Client User activates the Application in a manner intended for a Non-Client User,

¹App Store is a trademark of Apple Inc., registered in the USA and other countries.

the Client User may use it only to the extent accessible to the Non-Client User; however, if he/she meets the conditions for activating the version for Client Users, he/she may activate it anytime later.

12. After a successful activation of the Application, Users who are also Holders of a ČSOB or a ČSOB Poštovní spořitelna Payment Card will see their ČSOB or ČSOB Poštovní spořitelna Payment Cards in the Application. The image of the Payment Card in the Application does not necessarily match the physical Payment Card (e.g. in the case of an Image Card).
13. When the Application is reactivated, all Application data stored on the Mobile will be deleted.
14. The User will be notified about the initial and repeated activation of the Application by a text message sent to the Mobile number of the Application and an email sent to the Application Email.
15. The User may use the Application on more than one Mobile.
16. On Mobiles with the Android operating system and with a biometric sensor (e.g. a fingerprint reader) compatible with Android, the Application Password may be entered by means of the User's fingerprint. In Mobiles with the iOS operating system and a biometric sensor (e.g. a fingerprint reader), the Application Password may be entered by the User's fingerprint (also termed TouchID) or by the User's face recognition (also termed FaceID). ČSOB cannot guarantee the functioning of TouchID and FaceID on iOS Mobiles and may terminate them at any time.
17. The following rules apply to entering the Application Password for a Non-Client User:
 - a) for Mobiles with the iOS operating system:

If the Application Password is entered incorrectly three times (with manual entering), access to the Application will be blocked. To restore functionality, the Application must be activated again by the User. If FaceID/TouchID is used incorrectly five consecutive times, the Application Password must be entered manually, and the same process for an incorrect Password applies as set out in the preceding sentence.
 - b) For Android Mobiles:

If the Application Password is entered incorrectly three times (with manual entering), access to the Application will be blocked. To restore its functionality, the Application must be activated again by the User. If a fingerprint is used incorrectly five times, the reader will be blocked for 30 seconds (manual entering of the Application Password may be used). If, after the reader has been unblocked, the fingerprint is used incorrectly again, the reader may be permanently blocked, and the user must use a manually entered Application Password.

Balance and Payment Overview

18. The balance in the account for which a ČSOB Payment Card or ČSOB Poštovní spořitelna Payment Card has been provided will be shown to the User who is the account holder in the Application if the user has this account connected with his/her Internet Banking.
19. The overview of Payment Card payments shown in the Application shows all the payments initiated both by the Payment Card and the digitized Payment Card.
20. The overview of ČSOB or ČSOB Poštovní spořitelna Payment Card payments and movements in the account may be viewed for a maximum period of the past 18 months.
21. If the Merchant supports such a solution, an electronic Payment Card receipt may be displayed to the User in the Application for the particular payment. However, ČSOB is not responsible for the accuracy and completeness of the information on this receipt.
22. The outstanding amount of funds from the Payment Card limit, which is designated in the Application as "Weekly limit (remains)", might not correspond fully to the actual amount.

Loyalty Cards

23. The User may add Merchants' loyalty cards (or their digital copies) to the Application. To redeem a Merchant's loyalty card, the User will show the loyalty card in the Application, and the Merchant will read its barcode. In the event of a problem with the reading of the barcode, the Merchant may copy the number which represents the barcode, and which is shown in the Application under the barcode.
24. ČSOB is not responsible for the acceptance of the loyalty cards in the Application by Merchants.

25. The User is not entitled to use the functionality for storing loyalty cards in the Application to store other content.
26. For privacy reasons, the User may not add cards containing personal data, security credentials and login details into the Application.

Discounts

27. The Application makes it possible to display Merchants' discounts. The Merchant determines the terms and conditions of the individual discounts, and the User can view their details by opening a specific promotion in the Application.
28. Discounts are offered to the User at the Merchant's discretion.
29. Displaying Merchants' discounts to Non-Client Users requires their prior marketing consent; such consent can be managed directly via the App.
30. The User applies the discount with a Merchant when making a purchase by presenting a voucher or a promotional code, which can be generated by displaying the details of the discount.

Third-party Modules

31. The use of third-party modules is governed by a contract (terms and conditions) between the user and the provider of the module. ČSOB bears no responsibility for the provision and functioning of the module. The terms of the service the use and, if relevant, the payment of which the module enables are defined by the provider (e.g. car park operator, filling station operator). The User needs to submit potential complaints directly to the module operator or service provider. By activating the News module, the User acknowledges that ČSOB is not responsible for the selection of the provided articles or their content, which does not necessarily reflect the bank's opinions and positions.
32. ČSOB may terminate access to any third-party module through the Application at any time.
33. The current list of modules available in the Application is available at <https://content.csob.cz/dokapsy/sluzby-tretich-stran.html>.
34. Along with the payment for the Service, the User may choose to store their Payment Card details on the payment gateway for subsequent transactions. Subsequent transactions can be initiated by the User through the Application with a single click without re-entering the Payment Card details. The stored Payment Card data apply to all modules that the User has activated in the Application (if their nature allows it). The storage of Payment Card data is subject to strong verification by its issuer in a manner they support. In some cases, the Payment Card issuer may require strong verification even for subsequent transactions. A maximum of five (5) Payment Cards can be stored in the App. The Payment Card data will be valid until the User cancels them, which can be performed at any time for all modules in the Profile – Payment Methods tab of the App.
35. In addition to the third-party modules according to the preceding paragraphs, ČSOB may also display direct links in the Application to the websites of certain service providers that it evaluates as potentially interesting and useful for the User (so-called web view or weblink). ČSOB is not responsible for the content of this website (it does not influence it in any way) or its availability. The User must make potential complaints directly to the website operator / service provider.

Termination, Deactivation and Temporary Suspension of the Application

36. The User is entitled to terminate the agreement on the basis of which they accepted the Terms and Conditions, either directly in the Application or by calling the service line (tel.: +420 499 900 007). Upon termination, the Application will be deactivated, and all the content created by the User (including, e.g., loyalty cards, Application Password and User data) will be deleted when the Mobile is connected to WiFi or mobile data. The User acknowledges that if their information used in the Application serves as the login details for other services (e.g., for the User's login to the ČSOB payment gateway in order to store the User's payment card data), the termination of the agreement under this Article will also prevent the User from logging in to such services with these login details.
37. ČSOB is entitled, for technical reasons or security, maintenance, administrative or other reasons, to suspend the use of the Application temporarily for the necessary time without any obligation for ČSOB arising towards the User or for liability for damage incurred to the User or a third party.
38. ČSOB is entitled to terminate the agreement and deactivate the Application permanently if the User violates the Terms and Conditions, if the User has not used the Application for more than 60 months (all Applications activated by one User

are taken into account), and also for security and business reasons (e.g., a decision by ČSOB to discontinue the Application). In this case, ČSOB is not liable for the damage incurred by the User or a third party as a result of the deactivation of the Application. Deactivation of the Application under this Article has the same results as deactivation under Article.36. ČSOB shall inform the User by phone about permanent deactivation or by sending such information to the Application Email, or by a text message.

Rights and Obligation of Users

39. The User shall read the Terms carefully and comply with them and with the security policy, which is available at www.csob.cz/bezpectnost.

40. When installing the Application, the User shall check whether ČSOB is the provider of the Application.

41. The User is obliged to prevent the disclosure of the Application Password to a third party. The User may not write down the Application Password or share this information with third parties, including family members.

42. During the activation of a biometric sensor (e.g. a fingerprint reader) on the Mobile, the User shall make sure that only his or her biometric data is stored on the Mobile and not the biometric data of another person.

43. The User is obliged to make sure that the Mobile has:

- a) an updated operating system (regular updates remove security flaws in the system that are not discovered earlier but only when it is used);
- b) a functional (constantly turned on) and updated antivirus program set to regularly monitor viruses on the Mobile.

44. The User must:

- a) not download and install programs on the Mobile that can be freely downloaded from the internet if the Merchant cannot be fully sure that they are free of viruses or spyware, or that they come from a trustworthy source;
- b) install only those programs on the Mobile that come from trustworthy sources or sources recommended by the device manufacturer (Google Play and App Store) and pay attention to the authorisations required by the application being installed;
- c) not use the Application on Mobiles on which changes to the settings have been made, termed "root" (these changes may affect the security of the Mobile by reducing its resilience to malware);
- d) have the Mobile under permanent control and use such security as will prevent a third party from accessing the Mobile (e.g. securing the device by means of a login password);
- e) use only a data connection provided by the mobile operator or a secure WiFi network,
- f) read security notifications sent via electronic channels, e.g. displayed in the Internet Banking, and observe them.

45. The User is not entitled to interfere with the Application and its source code in any manner, and especially not to use program solutions that affect the functionality or safety of the Application or in any way infringe upon the rights of third parties or of ČSOB, or to use program solutions which violate applicable laws and regulations.

Personal data protection

46. ČSOB, as the personal data controller, processes the User's personal data for the purposes of the use of the Application on the basis of the negotiations on the conclusion of the contract and fulfilment of the contractual arrangements.

47. In connection with the use of the Application, the identification data and contact details will be processed, in particular the name, surname, email address and geolocation data of the Mobile Phone.

48. To use some functions of the Application (e.g. finding an ATM on the basis of the Mobile Phone's location), location data can be processed as long as the User enabled this in the Mobile Phone settings. The user can turn off sharing location data in the Mobile Phone settings.

49. For the purposes of using third-party modules, the following personal data may be processed: name, surname, email, telephone number, address, date of birth, vehicle registration number, and Mobile Phone location data.
50. An anonymized Payment Card number will be processed to display the Balance, overview of payments made with the Payment Cards and payments made in the Application.
51. In order to display the payments made with the digitized Payment Card through the Payment Application, ČSOB is entitled to transfer the information on such payments to the Payment Application provider. The use of such information by the Payment Application provider is governed by the terms and conditions available on the provider's website.
52. If the service for access to self-service stores and facilities is abused, merchants may request ČSOB to provide the User's personal data to the following extent: name, surname, e-mail, telephone number, address.
53. Pursuant to the Terms, the personal data will be processed until the User terminates the service or the contract under which the service is provided. Detailed information on the processing of personal data and the rights of personal data subjects related to such processing is provided in the "Information on Personal Data Processing" document, which is available on the Website (<https://www.csob.cz/portal/csob/ochrana-osobnich-udaju>) and within the operating premises of ČSOB branches.

Final Provisions

54. Information, content, graphics, text, images, trademarks, trade names, logos and other intellectual property contained or used in connection with the Application are protected by copyright and other intellectual property laws.
55. ČSOB is not liable for damage incurred by the User or third parties in connection with the Application not working temporarily.
56. ČSOB is entitled to submit proposed changes to the Terms and Conditions to the User via the Application Email or the Application itself no later than 2 weeks before the date the change is to take effect; ČSOB shall also publish these proposed changes on the Website. The User is entitled to reject the proposed changes by terminating the agreement on the basis of which they have accepted the Terms and Conditions through the Application. If the User does not do so, the change shall take effect for the User.
57. ČSOB is entitled to make such changes to the Terms that do not unilaterally interfere with the rights and obligations of the Client with immediate effect. This change in the Terms may include especially the modification/amendment of the Terms as a result of the adding of a new functionality, increasing of safety, technological developments and changes in the relevant laws and regulations. ČSOB shall inform the User of any such changes through the Application Email or the Application itself and also on its Website.
58. In connection with amendments to the Terms, ČSOB is entitled to require the User to install the Application again.
59. These Terms come into effect on 15 June 2023

DEFINITION OF TERMS

60. **Payment Cardholder** is a person to whom a Payment Card was provided under a contract with ČSOB.
61. **The Application Email** means the email address of the Client User registered by ČSOB or the email address of the Non-Client User entered during the Application signup. The User can change the **Application Email** in the **Application**.
62. **Electronic Banking** for ČSOB clients means ČSOB Electronic Banking services and, for clients of ČSOB Poštovní spořitelna, the Electronic Banking services of ČSOB Poštovní spořitelna.
63. The **Application Password** means a four-digit numeric password that the Non-Client User chooses when activating the Application. The Non-Client User enters the Application Password when launching the Application and confirming operations in the Application where it is required by the Application.
64. **Internet Banking** means, for ČSOB clients, ČSOB Internet Banking and/or ČSOB InternetBanking24 provided as part of the ČSOB Electronic Banking services; for ČSOB Poštovní spořitelna clients, it means the Internet Banking service provided as part of the ČSOB Poštovní spořitelna Electronic Banking services.
65. **Mobile** means a mobile phone with an Application installed.
66. **Application Mobile Number** means a mobile number that the Client User has chosen for authentication/authorization in Electronic Banking and the Non-Client User entered during registration to the Application. The User can change the **Application Mobile Number** in the **Application**.
67. **Merchant** means a person accepting cashless payments for goods or services through Payment Cards and/or accepting loyalty cards.
68. **Payment Application** means an application of another provider (e.g. Apple Pay, Google Pay) and which enables the digitization of the User's Payment Cards and then the making of cashless payments and ATM withdrawals through the Mobile.
69. **Payment Card** means an international means of payment used for cashless payment for goods and services or for cash withdrawals or deposits; in selected payment card types, also with an interface for contactless payments, containing the symbols of the relevant card association (Mastercard®, Visa®). Payment card also means a special type of payment card – a contactless payment sticker.
70. **Module Provider** means a person who, on the basis of a contract with ČSOB, offers its services to Users through the Application, e.g. mediation of parking fee payment.
71. **ČSOB Group** means ČSOB and subjects forming a business group with ČSOB; the current list is available at www.csob.cz/skupina.
72. **Users** mean natural persons who have activated the Application in their Mobile Phones. Client Users are Users who have access to Internet Banking; other Users are Non-Client Users.
73. **Website** means www.csob.cz for ČSOB clients and www.postovnisporitelna.cz.
74. **Balance** means the available balance in the account for which the Payment Card was provided.