

BUSINESS TERMS AND CONDITIONS FOR ČSOB IDENTITY



Effective from 1 November 2020.

We, Československá obchodní banka, a. s., with our registered seat at Radlická 333/150, 150 57 Prague 5, Organisation ID No.: 00001350, incorporated in the Commercial Register maintained by the Municipal Court in Prague, Section B: XXXVI, file No. 46 (“**ČSOB**” or “**we**”), hereby issue these Business Terms and Conditions on the ČSOB Identity (the “**Identity Terms and Conditions**”) pursuant to the laws of the Czech Republic, including, without limitation, the Payment Systems Act, the Civil Code, Act No. 297/2016 Coll., on Services Fostering Trust in Online Transactions, as amended, Act No. 250/2017 Coll., on Electronic Identification, as amended, and Regulation (EU) No. 910/2014 of the European Parliament and of the Council on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC (the “**Regulation**”). These Identity Terms and Conditions are binding on the Client (as defined below in these Identity Terms and Conditions). Legal relations between us and the Client in connection with the ČSOB Identity (as defined below in these Identity Terms and Conditions) shall be governed by the laws of the Czech Republic.

The wording of these Identity Terms and Conditions have been written in Czech and English, both versions being deemed authentic. In the event of any conflict of interpretation between Czech and English translation of these Identity Terms and Conditions, the original Czech version shall prevail.

I. Definitions and Terms

1. **Smart Key Application** shall be deemed to mean the ČSOB Smart Key Application – an app for mobile devices (e.g. smartphones or tablets) installed from official stores such as Google Play or App Store, which generates codes for your authentication and the authorization of your dispositions entered through the Service.
2. **Authentication** shall be deemed to mean proving your identity in the Service.
3. **Authorization** shall be deemed to mean the authorization of a certain legal act by you while using the Service, and includes the authorization of a legal act using a digital signature based on a Certificate, SMS Key.
4. **Blocking** shall be deemed to mean a temporary prevention (suspension) or permanent prevention (revocation/cancellation) of use of the ČSOB Identity element.
5. **Certificate shall be deemed to mean** the Qualified Certificate, Commercial Certificate and Isabel NV Certificate, which serve for Authentication and Authorization in the Service. For more details, see www.csob.cz/software.
 - **Qualified Certificate** shall be deemed to mean a qualified certificate for electronic signature pursuant to the Regulation, issued by První certifikační autorita, a.s., with its registered seat at Podvinný mlýn 2178/6, Prague 9 – Libeň, Postal Code 190 00, Organization ID No. 26 43 93 95, (“I.CA”) stored on a physical or virtual medium and secured with a PIN or a password. For more details, see <https://www.ica.cz/Certifikacni-politika-HCA>.
 - **Commercial Certificate** shall be deemed to mean a commercial certificate issued by I.CA, stored on a physical medium and secured with a PIN. For more details, see <https://www.ica.cz/Certifikacni-politika-HCA>.
 - **Isabel NV Certificate** shall be deemed to mean a commercial certificate issued by Isabel NV, with its registered seat at Boulevard de l'Impératrice, 13-15, 1000 Brussels, Belgium, stored on a physical medium and protected with a password. For more details, see <https://www.isabel.eu/certificate-policy.pdf>.
6. **ČSOB Identity** (or also “ČSOB ID”) shall be deemed to mean your identity data capture in our systems. The ČSOB Identity is represented by an identification number assigned to you (and provided in the Agreement on Identity), as well as the ČSOB Identity elements listed in Article III of the Identity Terms and Conditions. The use of elements of the ČSOB Identity for the Authentication and Authorization of a legal act in the Service shall be stipulated by the business terms and conditions applicable to the relevant Service or by the Identity Terms and Conditions.
7. **Agreement on Identity** shall be deemed to mean the Agreement on ČSOB Identity entered into by and between you and us, which provides, in particular, your identification number and certain elements of the ČSOB Identity. The Identity Terms and Conditions form an integral part of the Agreement on Identity.
8. **Confidential Information** shall be deemed to mean information regarding the Client which ČSOB obtained in connection with the provision of services, and which is subject to the confidentiality obligation.
9. **ČSOB eID** shall be deemed to mean our electronic identification service, which will enable your Authentication using the Electronic Identification Means through:
 - a qualified electronic identification system enabling the provision of the National Point service (according to Act No. 250/2017 Coll., on Electronic Identification, as amended).

- outside the scope of the qualified electronic identification system enabling the provision of the National Point service (in accordance with Act No. 21/1992 Coll., on Banks, as amended).
10. **Electronic Identification Means** shall be deemed to mean the following combinations of ČSOB Identity elements with which you Authenticate yourself in the ČSOB eID service:
- user name, password and Smart Key, or
 - user name, password and SMS Key, or
 - user name and Smart Key, or
 - Certificate
- These Electronic Identification Means meet a significant level of guarantee.
- user name and password
- This Electronic Identification Means meets a low level of guarantee.
11. **Client** shall be deemed to mean the Service Recipient and the Authorized Person.
12. **Client Centre** shall be deemed to mean specially trained ČSOB staff who provide selected services to Clients over the phone. The method for authenticating you in the Client Centre is regulated by the terms and conditions of the relevant Service.
13. **Qualified Electronic Signature** shall be deemed to mean a qualified electronic signature pursuant to the Regulation (Article 3 (12)) which is based on a Qualified Certificate and created by a qualified electronic signature creation device.
14. **National Point** shall be deemed to mean the National Point for Identification and Authentication (according to Act No. 250/2017 Coll., on Electronic Identification, as amended).
15. **Authorized Person** or (“you”) shall be deemed to mean a physical entity with legal capacity, authorized to perform legal acts while using the Service. An Authorized Person may – for some types of Services – be a Service Recipient at the same time, and/or may be a person empowered/designated/authorized by a Service Recipient to perform legal acts through the Service, and, as such, also to establish and use a ČSOB Identity. With regard to the Data Transfer and ČSOB eID services, the Authorized Person is always also the Service Recipient.
16. **PIN (for Smart Key Application)** – a numeric or image code for access to the Smart Key Application. The PIN can be entered from a keypad or a built-in biometric sensor (if ČSOB supports the technology in the given type of mobile device).
17. **Branch** shall be deemed to mean a branch of Československá obchodní banka, a.s., bearing the logo of ČSOB, and Finanční centrum – a branch of Československá obchodní banka, a.s., bearing the logo of Poštovní spořitelna.
18. **Portal** shall be deemed to mean our website <https://identita.csob.cz>.
19. **Data Transfer** shall be deemed to mean our service using ČSOB Identity elements, which consists of the transfer of your personal data (according to Act No. 253/2008 Coll., on Selected Measures against Legitimization of the Proceeds of Crime and the Financing of Terrorism, as amended, Section 11) and other data concerning the Client with his/her consent to a third party (other than ČSOB), after you Authenticate yourself with us and request the provision of this type of service.
20. **Service Recipient** shall be deemed to mean a physical entity, an individual entrepreneur or a legal entity with whom we have an agreement on the provision and use of the Service. With regard to the Data Transfer and ČSOB eID services, the Service Recipient may only be a competent physical entity of full age.
21. **Registration** shall be deemed to mean the inputting of a user name and password in the Portal by you. The Registration process includes the input and verification of your email address.
22. **ČSOB Group** shall be deemed to mean ČSOB and subjects forming a business group with ČSOB; the current list is available at www.csob.cz/skupina.
23. **KBC Group** shall be deemed to mean KBC Group NV, with its registered seat at Havenlaan 2, B-1080 Brussels, Belgium, reg. No. 0403.227.515, and the entities forming a holding group with it.
24. **Service** shall be deemed to mean our services that:
- a) make use of the ČSOB Identity for the Authentication and Authorization of legal action. Currently, these are:
 - the “ČSOB CEB” service, specified in the ČSOB CEB Terms and Conditions;
 - the “Indirect payment order service”, “service for providing information on the payment account” and “cash balance confirmation service”, which are defined in the relevant terms and conditions for the accounts and payments of ČSOB
 - b) Make use of the ČSOB Identity for Authentication:
 - the “Data Transfer service” as set forth in the Identity Terms and Conditions
 - the “ČSOB eID service” as set forth in the Identity Terms and Conditions
25. **SMS Key** shall be deemed to mean a one-time token for the Authentication, Authorization or activation of an application sent to you to the security phone number provided in the Agreement on Identity.

26. **Smart Key** shall be deemed to mean a one-time token for the Authentication and Authorization, displayed to you in the ČSOB Smart Key Application.
27. **Guaranteed Electronic Signature** shall be deemed to mean a guaranteed electronic signature pursuant to the Regulation (Article 3(11)) which is based on a Qualified Certificate.

II. Agreement on (establishment of) and use of ČSOB Identity

1. Agreement on ČSOB Identity

- 1.1 A ČSOB Identity can be negotiated only with us, on the basis of an Agreement on Identity negotiated at a Branch or electronically at <https://identita.csob.cz>.
- 1.2 You can only have one ČSOB Identity.
- 1.3 When a ČSOB Identity is agreed on:
- at the Branch, we will assign you a unique identification number for the ČSOB Identity and issue you with one-time elements with your ČSOB Identity or the activation code for the Smart Key Application. When you first log into the <https://identita.csob.cz> portal, you will change the one-time ČSOB Identity elements to permanent elements of the ČSOB Identity within the registration procedure. We will issue such elements only to you; they cannot be delivered to another person, not even pursuant to a power of attorney.
 - Electronically, at <https://identita.csob.cz>, you will obtain the elements of the ČSOB Identity using selected access elements of the Electronic Banking service (ČSOB CEB/ČSOB Electronic Banking/Electronic Banking of Poštovní spořitelna). Upon registration at <https://identita.csob.cz>, you will set your ČSOB Identity elements and generate a code for the activation of the Smart Key Application.

2. Use of the ČSOB Identity

- 2.1 The elements of your ČSOB Identity enable your Authentication and Authorization while using the Service.
- 2.2 The use of the Service requires the signing of an Agreement on Identity.
- 2.3 You can use the indirect payment order service, the payment account information service and the cash balance confirmation service if you use one of the following services:
- ČSOB Electronic Banking or
 - Electronic Banking of Poštovní spořitelna or
 - ČSOB CEB only in cases where the Authorized Person acts independently on behalf of the account holder.

If an electronic banking Service (ČSOB CEB/ČSOB Electronic Banking/Electronic Banking of Poštovní spořitelna)/any means of payment used for the Service in question (in accordance with the relevant business terms and conditions) is blocked, it will not be possible to make use of the indirect payment order service, the service for providing information on the payment account and the cash balance confirmation service.

You can authorize an individual payment order and an individual request for the service of providing information on the payment account and the service of confirmation of the cash balance using the Smart Key/SMS Key or Certificate after we authenticate you through the elements of the ČSOB Identity.

For indirect payment orders, the payment transaction limits set by the account holder for the Authorized Person for the account will apply. Payment transactions executed via the indirect payment order service are included in the limits of the electronic banking services set out by the Authorized Person (ČSOB CEB/ČSOB Electronic Banking/Electronic Banking of Poštovní spořitelna).

- 2.4 When using the Data Transfer service, we will Authenticate you in this service as follows:

- user name, password and Smart Key, or
- user name, password and SMS Key, or
- Certificate

- 2.5 You can use ČSOB eID as soon as ČSOB allows it.

- a) When using ČSOB eID, we Authenticate you in this service with Electronic Identification Means.
- b) You can use ČSOB eID if you are an adult with full legal capacity who is listed in the population register, has submitted an identification document verifiable in the population register, and has provided us with current personal data identical to the data listed in the population register.
- c) Before you use ČSOB eID for the first time, we will verify your identity through the National Point. For this purpose, we send the National Point data about you, especially the number and type of identity document (ID card/passport), or first name and surname, date of birth, place of birth, address code from the Registry of Territorial Identification, Addresses and Real Estates, and citizenship.

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

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

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

In the event of your switching off the ČSOB eID service by 31 December 2020, we will not verify your identity at the National Point, nor will we register your Electronic Identification Means at the National Point. In the event of your switching the ČSOB eID service on again by 31 December 2020, we will verify your identity at the National Point and register your Electronic Identification Means at the National Point.

If you switch off ČSOB eID after 1 January 2021, all your Electronic Identification Means registered at the National Point will be cancelled (invalidated) and you will not be able to use ČSOB eID. To use ČSOB eID again, you will need to switch on ČSOB eID again on the ČSOB Identity Portal.

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

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

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

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

III. Elements of ČSOB Identity and their Management

1. We will assign to you one-time access elements to establish the ČSOB Identity only at a Branch. When establishing the ČSOB Identity electronically, you will use the selected security elements of the Electronic Banking services as the initial one-time elements.
2. Identification number of ČSOB Identity
 - 2.1 The identification number consists of a numerical code assigned to you and indicated in the Agreement on Identity, which can be used for your Authentication while communicating with the Client Centre.
 - 2.2 You can only have one identification number.
 - 2.3 The identification number remains the same for the entire duration of the contractual relationship established by the Agreement on Identity. If you forget the identification number, we can disclose it to you at a Branch.
3. One-time user name
 - 3.1 The one-time user name is a numerical code assigned by us to you for the first log-in to the Portal. The one-time user name that is issued may only be provided, upon written request, to you at a Branch (i.e. we will not issue the number to a person acting for you), or we will send it to you at the contact email address provided in the Agreement on Identity, signed biometrically in accordance with Article IV (14) of the Identity Terms and Conditions.
 - 3.2 You may request the invalidation of the one-time user name by a written application submitted at a Branch.
4. User name
 - 4.1 The user name is your selectable code for access to the Portal.
 - 4.2 The user name is to be set upon the first log-in to the Portal through the one-time user name. The user name can be changed in the Portal at any time.
 - 4.3 If you forget the user name, we can disclose it to you at a Branch or through the Client Centre.

- 4.4 You may request the invalidation of the user name by a written application submitted at a Branch. In the event of invalidation of the user name, ČSOB will revoke the Electronic Identification Means using the user name at the National Point.
5. One-time password
- 5.1 The one-time password is a code assigned by us to you by which you confirm the first log-in to the Portal. When establishing the ČSOB Identity, we will always send the one-time password to your security telephone number provided in the Agreement on Identity. If you request the issuance of another one-time password, we will also send it to your security telephone number provided in the Agreement on Identity.
- 5.2 The one-time password will terminate when your password to the Portal is set, but in any case within 30 calendar days from the day on which it is issued.
- 5.3 If an incorrect one-time password to the Portal is input three times, the password will be Blocked permanently.
- 5.4 You may apply for a new issue/invalidation of the one-time password by way of a written request and only at a Branch.
- 5.5 The one-time password must not be disclosed or made accessible to third parties.
6. Password
- 6.1 The password is your selectable code for access to the Portal.
- 6.2 You shall set your password upon Registration, after you input the one-time password, and you can change it in the Portal at any time. When the password is changed, the new password must be different from the two immediately preceding passwords.
- 6.3 If you forget your password, you can set a new password through the Portal.
- 6.4 If an incorrect password to the Portal is entered three times, the password will be Blocked. You may unblock the password through the Portal.
- 6.5 You may request temporary Blocking of the password (for security reasons in particular) by written request at a Branch or through the Client Centre. Undoing a temporary Blocking can only be performed at a Branch upon a written request.
- 6.6 You may request the invalidation of the password by a written application submitted at a Branch. In the event of invalidation of the password, ČSOB will revoke the Electronic Identification Means using the password at the National Point.
- 6.7 The password must not be disclosed or made accessible to third parties.
7. Security telephone number
- 7.1 The security telephone number is your telephone number provided in the Agreement on Identity, to which we send your one-time password and SMS Key for Authentication and Authorization.
- 7.2 The security telephone number may be changed pursuant to a written request, only at a Branch.
- 7.3 You may request temporary Blocking of the security telephone number (for security reasons in particular) by a written request at a Branch or through the Client Centre. Undoing a temporary Blocking can only be performed at a Branch upon a written request.
8. Security email address
- 8.1 The security email address is your address that you set in the process of Registration. After Registration, such an address will be used to reset the password, and for other communications we may send to you. The email address must be unique – it cannot be an address previously used by someone else upon Registration in the Portal.
- 8.2 You can only change the security email address through the Portal, by adding a new email address and the verification code sent to the new email address. An e-mail address. You subsequently authorize the change.
- 8.3 The contact email address is your address provided in the Agreement on Identity, signed biometrically in accordance with Article IV (14) of the Identity Terms and Conditions. You can confirm the contact address (or make any changes to it) at the Security Email Address upon Registration.
9. Contact address
- 9.1 The contact address is your address provided in the Agreement on Identity as an address for the delivery of documentation concerning the ČSOB Identity.
- 9.2 The contact address may be changed pursuant to a written request, only at a Branch.
10. Certificate
- 10.1 We will issue the Certificate to you at a Branch if you are an adult, physical entity with full legal capacity. We can also issue a Certificate stored on a medium on the basis of an officially authenticated power of attorney or a power of attorney granted in the presence of a ČSOB employee. In the case of issuing a Certificate on the basis of a power of attorney, the Certificate cannot be used for ČSOB eID.
- 10.2 If you have a Certificate issued before the moment of the conclusion of the Agreement on Identity and you have agreed on its use in our Electronic Banking services, you can use the Certificate in the Service that allows it.

- 10.3 You can also apply for a follow-up Certificate from the website of the certification authority or via the Service, or via the electronic banking services or at a Branch. Personal data cannot be changed if a follow-up Certificate was issued.
 - 10.4 As regards Isabel Certificates, the follow-up certificates are issued automatically. We no longer issue the new Isabel Certificate.
 - 10.5 If the Certificate is permanently blocked (i.e. its validity has expired) or if your personal data changes during the period of validity of the Certificate, you may request a new Qualified or Commercial Certificate at a Branch.
 - 10.6 At your written request, we can perform a temporary Blocking of a Certificate at a Branch, or cancel the Blocking. You may further request a temporary Blocking via the Client Centre.
 - 10.7 Temporary Blocking of the Certificate shall be deemed to mean that using the Certificate in the Service for Authentication and Authorization is temporarily rendered impossible. The Certificate may be further used in relation to persons other than us.
 - 10.8 Invalidation means the permanent Blocking of the Certificate. Subsequently, the Certificate can no longer be used. You can invalidate the Certificate on the web pages of the relevant certification authority, or we shall invalidate it upon your application submitted at the Branch. In the event of invalidation of the Certificate, ČSOB will revoke the Electronic Identification Means using the Certificate at the National Point.
11. SMS Key
 - 11.1 If you enter a wrong code five times in succession, the SMS Key will be blocked automatically. You need to request its unblocking at a Branch in person or through the Client Centre.
 - 11.2 By activating the Smart Key, you will suspend the use of the SMS Key for Authentication and Authorization, with the exception of Authorization – the use of the SMS Key for the electronic signature of the contractual documentation and the renewal of the Smart Key.
 12. Smart Key
 - 12.1 If you enter a wrong code five times in succession, the Smart Key will be blocked automatically. You need to unblock the Smart Key using the Portal, or request its unblocking at a Branch in person or through the Client Centre.
 - 12.2 You can request the invalidation of the Smart Key at a Branch, and its invalidation will also activate the SMS Key. In the event of invalidation of the Smart Key, ČSOB will revoke the Electronic Identification Means using the Smart Key at the National Point.

IV. Rights and Obligations Related to the ČSOB Identity

1. The Client is obliged to read information messages concerning changes to the Terms and Conditions and the Price List and changes to ČSOB's websites.
2. You are obliged to verify the accuracy of the data entered in the Electronic Identification Means upon receipt of the Electronic Identification Means.
3. The Client is obliged to follow the principles of safe use of ČSOB Identity elements, including the Electronic Identification Means, published in the Safety Guide at <https://www.csob.cz/bezpecnost>. The Client is obliged to follow the information security messages displayed in the ČSOB Identity service and on the website <https://www.csob.cz/bezpecnost>.
4. The Client must ensure that the device used for the ČSOB Identity has:
 - a) an updated operating system (regular updates remove security flaws from the system);
 - b) an updated Internet browser from a recommended SW shown at www.csob.cz;
 - c) a functional (constantly on) and updated antivirus program set to regularly monitor viruses on the Device;
5. The Client must:
 - a) not download and install programs that can be freely downloaded from the Internet if he/she cannot be fully sure that they are free of viruses or spyware, or that they do not come from a source that is untrustworthy;
 - b) install (on their tablet or smartphone) only programs from trusted sources or those recommended expressly by the device manufacturer (App Store, Google Play) and follow the authorizations required by the installed application (e.g. deny access of the application to text messages, etc.);
 - c) not use mobile devices with settings that have been changed by what is called a "jailbreak" or "root" (these changes may affect the security of these devices by reducing their resistance to malware);
 - d) have the Device under permanent control and use all possible precautions to prevent a third party accessing the Device (e.g. securing the Device by a pass phrase);
 - e) use only a trusted and properly secured Device (e.g. not a public computer with Internet access without an adequate level of safety);
 - f) prior to logging in, check whether the ČSOB server address corresponds to <https://identita.csob.cz> and whether the page certificate (certificate confirming that the page owner is ČSOB) is valid. The current

- issuer of the certificate is listed at <https://www.csob.cz/certifikaty>. In the event of any doubt regarding the address or validity of the certificate, not perform any acts, not enter any access elements and contact the Helpdesk;
- g) keep the personal certificate on a portable medium (e.g. USB) and have the portable medium under control.
6. The Client is obliged to acquaint themselves with the security of the Service and elements of the ČSOB Identity specified in the Safety Guide at <https://www.csob.cz/bezpecnost>, as well as the following rules of security of the ČSOB Identity and elements of the ČSOB Identity, and is obliged to comply with these rules:
- a) the options for setting access elements, in particular the recommendation of not using simple passwords or user names that can be derived from his/her information;
 - b) observe safe behaviour on the Internet (e.g. not react to 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);
 - c) not allow the password to be remembered in the Internet browser
 - d) not allow third parties to register biometric features in the Client's device/application
7. The Client is obliged to handle the elements of the ČSOB Identity (including the Electronic Identification Means) with due care so as to minimize the possibility of their misuse. The Client is obliged to take all reasonable measures to protect the elements of the ČSOB Identity and the means of communication, and in particular to ensure that another person does not learn the ČSOB Identity elements used by the Authorized Person and does not use them. The Client may not record elements of the ČSOB Identity in an easily recognizable manner or keep them together with the means of communication (such as writing the PIN on the chip card).
8. In the event of loss, theft, misuse or imminent risk of misuse or suspected misuse of ČSOB Identity elements (including the Electronic Identification Means) and/or means of communication (e.g. mobile phone, SIM card), the Client is obliged to notify us immediately. We will be entitled to Block them immediately as a result. The Client may also request Blocking for the above reasons. They can notify us in person at a Branch, or through the Client Centre. We will not be liable for any damage sustained if the Client fails to provide the notification.
9. The Client bears full liability for any damage incurred in connection with the breach of the obligation specified in Article IV (3-7) of the Identity Terms and Conditions. The Client acknowledges that a breach of the obligation agreed to ensure the security of the use of the Service, ČSOB Identity and ČSOB Identity elements may lead to the execution of an unauthorized payment transaction, as well as other damage (incurred by the Client and third parties), and the Client shall be liable for any such damage.
10. We are authorized to Block elements of the ČSOB Identity/means of payment for reasons relating to the security of elements of the ČSOB Identity/means of payment, especially if we suspect unauthorized or fraudulent use of elements of the ČSOB Identity/means of payment. Before Blocking the ČSOB Identity/payment instrument, or, if not possible before, immediately afterwards, we will inform you about the Blocking of the elements of the ČSOB Identity/payment instrument and the reasons for this in the manner specified in Article V (1), Communication of the Identity Terms and Conditions, unless informing you might thwart the purpose of Blocking elements of the ČSOB Identity/payment instrument or is in conflict with other legal regulations. In the case of the Blocking of ČSOB Identity elements, you cannot use the Services.
11. We will be entitled to replace the elements of the ČSOB Identity with a more recent version, introduce new elements, or discontinue their use by way of an amendment to the Identity Terms and Conditions in connection with the innovation and modernization of the ČSOB Identity.
12. You are obliged to familiarize yourself with the Identity Terms and Conditions and any amendments thereto, and to comply with their provisions. The Service Recipient will be liable for the actions of any Authorized Person empowered/authorized/designated by the Service Recipient for the purpose of legal acts within the Service, i.e. including the establishment and use of the ČSOB Identity. The Service Recipient shall be obliged to ensure that any Authorized Person empowered/authorized/designated by the Service Recipient for the purpose of legal acts within the Service, i.e. including the establishment and use of the ČSOB Identity, complies with the obligations stipulated in the Identity Terms and Conditions.
13. We are entitled to withdraw from the Agreement on Identity if the existence of the responsibilities under the Agreement on Identity or the use of the Service becomes unacceptable or unlawful for ČSOB with regard to the applicable laws or the internal policies of ČSOB or the KBC Group.
14. You can sign electronic contractual or other documentation relating to the ČSOB Identity with your biometric signature on an electronic tablet or signpad at selected Branches. ČSOB signs this documentation by a scanned signature of an authorized ČSOB representative or a biometric or other signature. Contractual documentation will come into effect when it has been signed by all the contracting parties; documentation signed by only one of the parties will come into effect when signed by the relevant contracting party. Subsequently, ČSOB will affix an electronic seal and a qualified time stamp to the documentation and send it to your ČSOB Identity at <https://identita.csob.cz>. If the obligation ceases to exist and the contractual

relationship arising from the Agreement on Identity is terminated, you must store this documentation using another data storage medium prior to the date of the termination of the contractual relationship.

V. Communication

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

We may use all the Client's contact data for communication with the Client (addresses, email addresses, phone numbers) communicated to us by the Client at the time of the establishment of the contractual relationship and in the course thereof.
2. Documents to be delivered by a provider of postal services will be sent to the contact address provided in the Agreement on Identity, in the agreement on the Service concluded between us and the Service Recipient, to the address of permanent residence, or to a different address of the Client as may be agreed. A Branch address cannot constitute an agreed address.
3. The Client is obliged to ensure that postal items are accepted at the addresses agreed above, and any breach of this obligation will be deemed a deliberate frustration of delivery. For postal items sent to the agreed address for the attention of the recipient only or with a return receipt that are returned to ČSOB as undeliverable (regardless of the reason, including the rejection of the postal item), the effects of delivery will be deemed to occur on the day of their return to ČSOB. Other postal items sent to the agreed address will be deemed to have been delivered to the Client on the third working day after their dispatch within the Czech Republic, and on the 15th working day if sent abroad. In the event of a document sent to the Client being returned as undeliverable, ČSOB is entitled to stop sending any correspondence concerning the account.
4. Documents intended for the Client and not subject to delivery by a provider of postal services may be collected by the Client from us in person or by other persons designated by the Client in an authorization signed before a member of our staff, or any person who produces a power of attorney bearing your officially verified signature, unless these Identity Terms and Conditions stipulate otherwise.

VI. Personal data protection

1. We process the Client's personal data in accordance with the laws regulating the protection and processing of personal data. Detailed information concerning the processing of personal data is provided in Information on Personal Data Processing, available at <https://www.csob.cz/portal/csob/ochrana-osobnich-udaju>, and at a Branch upon request.

VII. Final Provisions

1. We shall accept and process any complaints or claims of Clients in accordance with the [ČSOB Claims Code](#), which is available at Branches and at www.csob.cz.
2. We shall keep confidential any and all facts that are subject to banking secrecy under the law. We will keep such information confidential even after the contractual relationship ends. We are entitled to provide information that is subject to banking secrecy only to the Client, the identification service provider and institutions in accordance with legal regulations and within the framework of contractual arrangements. We are entitled to provide information that is subject to banking secrecy to companies in the ČSOB Group. The Confidential Information may be used by the companies in the ČSOB Group in particular for serving the Client and providing customer care, including marketing and offers of trade and services provided by the ČSOB Group and their business partners, for example in the form of commercial email messages. For the above purposes, we are also entitled to provide the Confidential Information regarding the Client – a legal entity – to the entities in the KBC Group. Furthermore, we are entitled to share the Confidential Information with business partners authorized to perform certain activities or offering, selling or operating any products of the ČSOB Group, for the purpose of the fulfilment of sale agreements, including the settlement of claims.
3. The Client is responsible for all the data provided to us being up-to-date, accurate and complete, and shall notify us of any changes to such data without undue delay, and provide evidence of such a change of data by presenting a valid proof of identity or other document showing such change.

4. In the process of the provision of Services, we are obliged to perform an identity check on the Client or the person representing the Client, and if the Client is a legal entity, to identify the controlling entity and beneficial owner of the legal entity, or of a legal entity serving as a member of a statutory body. We will carry out such identification in accordance with the law and to the extent stipulated by the law, in particular in the case of transactions exceeding the threshold stipulated by the law. In the event of the Client (or the person representing the Client) refusing to comply with the required scope of identification, the Service requested will not be provided. We are obliged to refuse to provide Services on an anonymous basis. Pursuant to the law on measures against money laundering and the financing of terrorism, we are entitled to ask the Client to provide additional data on the Client, those representing the Client and, for legal entities, additional data on the controlling person and the beneficial owner of that legal entity at any time during the contractual relationship with the Client and also to ask the Client to submit the required documents or information, including proof of the origin of funds remitted to the Client's account and documents proving the Client's creditworthiness and his/her liabilities or his/her credibility, and the Client is obliged to provide this. We can make copies of all documents submitted by the Client, in relation to the fulfilment of the duty to identify and verify the identity of the Client, for the purpose of Act No. 253/2008 Coll., as amended, and process the information thus obtained to fulfil the purpose of that Act; copies of all identity documents can only be made with the prior consent of the document holder. We are entitled to decline to carry out any transaction of the Client that is associated with the risk of money laundering or the financing of terrorism, or where there is a suspicion that it might be subject to international sanctions within the meaning of legal regulations on the implementation of international sanctions, or to decline to carry out any transactions which we reasonably believe to be non-compliant with the law.
5. We are authorized to charge fees for the Client's use of the ČSOB Identity according to our valid price list. The current price list is available at Branches and/or at www.csob.cz. We are entitled to collect the fees from any account of the Client maintained with us. We prefer to collect the fees from a current payment account. If the Client does not have such an account or such an account has been cancelled or blocked or there are not enough funds in it to pay the fees, we collect the fees from another account of the Client maintained with us.
6. We are authorized to propose an amendment to these Identity Terms and Conditions. As regards Clients who are individual consumers, we will usually notify them about proposed amendments via the Electronic Banking services or the Service or a bank account statement, or via email, regular mail or a data message, at least two months before the proposed effective date; the proposed amendments will be published on www.csob.cz. Clients who are individual consumers are notified about the publication of the proposed amendments to the Electronic Banking services or the Service via an info email or a text message. As regards Clients who are individual entrepreneurs or legal entities, we will publish the information about the proposed amendments on www.csob.cz at least one month before the proposed effective date, of which the Client will be informed in a message sent via the Electronic Banking services or the Service, or a bank account statement, regular mail, email or data message. If the Client does not refuse the proposed amendment by its effective date, the Client is deemed to have accepted the amendment. If the Client refuses to accept the draft amendment prior to the suggested effective date, the Client will be entitled to terminate (free of charge) the Agreement on Identity and the agreement concerning the Service affected by the draft amendment, with immediate effect. The Client must deliver the notice of termination to us no later than the last working day preceding the proposed effective date. We will always inform you about the consequences of the proposed amendment to the Identity Terms and Conditions and your right to reject the proposal and terminate the Agreement on Identity or the agreement on the Service affected by the amendment in our proposal for amendments. However, we are authorized to make changes to the Identity Terms and Conditions, with immediate effect, which do not affect the Client adversely in terms of the parameters and pricing conditions of the product, the Service or payment instruments. Such changes may include, in particular:
- adjustments made solely for the benefit of the Client;
 - an adjustment made as a result of the addition of new services, with no effect on the existing fees;
 - 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;
 - changes introduced in connection with improving the safety of banking services or technological development;
 - changes to the information details (ČSOB headquarters, individuals in the ČSOB Group).
- As a general rule, we provide information about the above changes sufficiently in advance via the Electronic Banking service or the Service, by posting information on www.csob.cz, or by notification in a bank account statement or via an email sent to the address indicated by the Client. Likewise, you may also read the information about such a change within the premises of ČSOB branches.
7. In connection with the innovation and modernization of the Service or individual Electronic Banking services, we are entitled to discontinue providing and supporting individual elements of the ČSOB Identity or applications used within the Service or the Electronic Banking service, or replace these with the latest versions thereof, as the case may be, after notifying the Client via the Service or the Electronic Banking

service to which the discontinuation of the provision or support applies, or via regular mail, email or a data message, no later than two months before the date on which the discontinuation is to take effect.

8. We are entitled to amend the settings of the Services or Electronic Banking services in the Agreement on Identity or the agreement on the Service to which the Identity Terms and Conditions apply, in order to provide the highest level of security of the services, if, as a consequence of causes beyond our control, there is a risk that threatens to reduce the level of security protection, after notifying the Client via the Service or the Electronic Banking service to which the changes apply, or via regular mail, email or a data message, no later than two months before the date of the change/amendment to the settings of the Service or Electronic Banking services is to take effect.
9. These Identity Terms and Conditions shall enter into force on 1 November 2020 and shall supersede the ČSOB Identity Terms and Conditions dated 1 July 2020.

Československá obchodní banka, a. s.