

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

This translation of the Terms and Conditions for the Provision of the ČSOB Electronic Banking services for Entrepreneurs from Slovak to English language is for information purposes only and does not represent a binding version.

Introductory Provisions

- Československá obchodná banka, a.s., Žižkova 11, 811 02 Bratislava, registered in the Companies Register of the Bratislava III Municipal Court, Section Sa, File No. 4314/B, ID No.: 36 854 140 (hereinafter referred to as the "Bank") issues these Terms and Conditions for the Provision of the ČSOB Electronic Banking for Entrepreneurs Services (hereinafter referred to as the "Terms and Conditions"), which regulate the legal relationships between the Bank and its clients who are entrepreneurs (hereinafter referred to as the "Account Owner"), and other users of the electronic banking service (hereinafter referred to as the „Client“) in the provision of selected banking services by means of electronic communication (hereinafter referred to as the "Service") in compliance with and based on the applicable General Business Terms and Conditions (hereinafter referred to as the "GBT&C"). The exact terms and conditions of operation of the Service are defined in the document Technical Parameters and Specification of Operation of Electronic Banking Services (hereinafter referred to as the "Service Specification"), annexed to which are the Basic Profiles of Rights Offered to Authorised Persons and the List of ČSOB BusinessBanking Service Functionalities. The Bank is a provider of payment services pursuant to Act No. 492/2009 on Payment Services and on the amendment and supplementation of certain acts as amended (hereinafter referred to as the "Act on Payment Services").
- These Terms and Conditions set out the binding rules for the relationship between the Bank and the Client in connection with the provision of the Service. These Terms and Conditions shall be equally binding on the relationships arising from other agreements which expressly so provide. These Terms and Conditions are an integral part of the agreement concluded between the Bank and the Client on the basis of which the Electronic Banking Services are provided (hereinafter referred to as the "Agreement") and are binding on the Client from the date of entry into force and effect of the Agreement, as amended from time to time in accordance with the wording of these Terms and Conditions.

Article – Definitions and Terms

- **Administrator** – A Rights Profile assigned to an Authorised Person who has the right to change the Rights Profile assigned to another Authorised Person in the Service. Within the Rights Profiles, the Administrator can set the individual parameters of the Rights Profile, the Signature Rule and the Signature Role for the Authorised Person. The Administrator is entitled to define which Authorised Person may purchase products and services on behalf of the Client under the Service. The Administrator is also entitled to create other Administrators. The Administrator is entitled to define which Authorised Person may consult the Client's Documents. The Administrator is entitled to change the Client's contact details.

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- **Active Form of Rights** – allows the Authorised Person to enter, modify and cancel an electronic order and/or an electronic request through the Service, in particular the rights to Create, Modify, Cancel, Revoke, Approve, Import and retrieve information provided through the Service – within the meaning of the document Basic Profiles of Rights Offered to Authorised Persons, which is available on the Bank's Website.
- **Authentication** – a process that enables the Bank to verify the identity of an Authorised Person or the validity of the use of the Service, including the use of the Authorised Person's personalised security features.
- **Authorisation** – a confirmation of the will of the Authorised Person to execute the Instructions.
- **Security Features** – are numeric identifiers designed for secure use of the Service. The Service Specification document contains a list of security features.
- **Security Instruments** – used for Identification and Verification of Identity (Authentication) of the Authorised Person and Order Authorisation. The Service Specification document contains a list of security instruments and their combinations.
- **ČSOB** – means a member of the ČSOB Financial Group that provides the Product Agreement. For the purposes of these Terms and Conditions, a member of the ČSOB Financial Group means the Bank, ČSOB Poist'ovňa, a.s., with its registered office at: Žižkova 11, 811 02 Bratislava, ID No.: 31 325 416, registered in the Companies Register of the Bratislava III Municipal Court, Section Sa, File No. 444/B and ČSOB Leasing, a.s., with its registered office at Žižkova 11, 815 10 Bratislava, ID No.: 35 704 713, registered in the Companies Register of the Bratislava III Municipal Court, Section: Sa, File No. 1220/B.
- **Instruction** – an instruction executed under the Service through an Authorised Person, to perform legal or other acts in relation to the Account or the Product, as well as the right to conclude another product agreement with the Bank, subject to the availability of such acts under the Service; an Instruction is, in particular, an instruction to execute a payment operation (hereinafter referred to as the "transaction"), an instruction to invest in mutual funds or foreign collective investment entities, an instruction to change the data recorded about the Client or the Account Owner, an instruction to change the settings of the Service, and the like. The current list of Instructions is available on the Bank's Website in the document "List of Service Functionalities".
- **Electronic Identity of the Authorised Person** – the method of identification of the Authorised Person under the Service through the Identification Number (IPPID) during Authentication and Authorisation; the Electronic Identity is assigned to the Authorised Person by the Bank on the basis of a special contractual relationship between the Authorised Person and the Bank.
- **Electronic Operations** – a common designation for electronic orders and electronic requests.
- **Electronic Means** – a common designation for Rights Profile, Signature Role, Signature Rules.
- **Identification** – a verification of the Authorised Person's identity prior to accessing the Service (by entering an Identification Number and PIN), followed by authentication.

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- **Identification Number** (hereinafter referred to as the “IPPID”) – an eight-digit number uniquely identifying a specific Authorised Person. It is used to log in to the Service and Identify the Authorised Person.
- **Client** – a natural person – entrepreneur or legal entity who enters into an Agreement with the Bank; the Agreement includes the definition/appointment of Authorised Persons, the Scope of Authorisation of Authorised Persons, the List of Accounts for Instructions and the definition of Limits for Authorised Persons for the disposal of funds. The Client may be entitled to use the Service and to dispose of funds in the Accounts of more than one Account Owner. The Client can be an Account Owner at the same time.
- **Account Owner** – a natural person authorised for business activity (hereinafter referred to as the "natural person – entrepreneur") or a legal entity that has an Account with the Bank or has been provided with a Product. By means of a specific authorisation (hereinafter referred to as the "Authorisation"), the Account Owner authorises the Client to appoint Authorised Persons through whom the Client may manage the Accounts and the Products specified by the Account Owner under the Service to deal with the funds in the Accounts and to exercise all rights and obligations under the Service through the Authorised Persons as defined by the Client.
- **Authorised Person** – a natural person, specified as Authorised Person in the Agreement concluded with the Client, to whom the Bank has assigned an Electronic Identity on the basis of a special contractual relationship between the Authorised Person and the Bank. An Authorised Person may be defined as an Authorised Person in relation to Accounts and Products of different Account Owners. An Authorised Person means the person through whom the Client operates and manages the Accounts and Products of the Account Owner, according to the Rights Profile assigned to the Authorised Person by the Client. The Service is used in accordance with the specification set out in the Agreement and its Annexes.
- **Passive Form of Rights** – allows the Authorised Person to obtain information provided through the Service in accordance with the document Basic Rights Profiles offered to Authorised Persons, which shall be available on the Bank's Website.
- **Signature Role** – a group of Authorised Persons created for the purpose of defining Authorised Persons in a Signature Rule. A specific Authorised Person can be assigned a maximum of one Signature Role. If an Authorised Person is in more than one contractual relationship, the Authorised Person may be assigned only one Signature Role for each contractual relationship.
- **Signature Rule** – defines:
 - a. the Authorised Persons or also the Signature Roles who can electronically sign operations covered by the rule;
 - b. the Authorised Persons or also the Signature Roles who can electronically sign requests to purchase and service products, if the Authorised Person has authorisation for the purchase;
 - c. the operations that can be electronically signed according to the rule;
 - d. the accounts to which the operations covered by the rule relate;
 - e. the transaction limit.

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A Signature Rule must contain at least one Electronic Operation and at least one Authorised Person.

- **Signatory** – an Authorised Person defined in the Signature Rule either by his/her first and last name or through a Signature Role that can sign electronic operations included in the Signature Rule.
- **Rights Profile** – defines the Authorised Person's rights and the manner of use of individual functionalities available in the Service, in accordance with the document Basic Rights Profiles offered to Authorised Persons, which shall be available on the Bank's Website. Each Authorised Person can be assigned a maximum of one specific Rights Profile. If an Authorised Person is in more than one contractual relationship, the Authorised Person may be assigned only one Rights Profile for each contractual relationship.
- **Product** – a banking product other than an Account provided by the Bank to the Bank's clients and available through the Service.
- **Means of Electronic Communication** – a means of long-distance communication pursuant to Section 53(2) of Act No. 492/2009 on Payment Services and on the amendment and supplementation of certain acts. It is a means that can be used without simultaneous physical contact between ČSOB and the Client to provide the ČSOB financial service to selected ČSOB products and services, in particular through the Services.
- **Strong Authentication of the Authorised Person** – authentication performed by the Bank based on the use of two factors. Under two-factor authentication, the Authorised Person is required to provide both factors as defined in the Service Specification document.
- **Services** – banking services performed through Means of Electronic Communication. The types of services are specified in the Service Specification document.
- **Partner Services** – services of suppliers of goods or services with whom ČSOB cooperates, and the Client will be entitled to obtain such goods or services through the ČSOB SmartSlužby+ Additional Service.
- **SmartToken** – a mobile app, usable in offline and online mode, used for Authentication and Authorisation of active operations in the Service.
- **Authorisation** – a legal act of the Account Owner by which the Account Owner authorises the Client to manage all existing and newly created Account Owner's Accounts and Products under the Service, to dispose of the funds in the Accounts and to exercise all rights and obligations under the Service, all through Authorised Persons that the Client is authorised to define. The Account Owner may grant an Authorisation to the Client only in the form and format specified and required by the Bank. In the event that the Authorisation is granted in a form and/or format other than that requested by the Bank, the Authorisation shall not come into existence.
- **Service Operation Specification** – a set of details, settings, currently available functions and some rules for the use of the Service, depending mainly on the technical settings of the Bank's app, which is the software basis of the Bank for the operation of the Service. The Service Operation Specification is provided in the document Technical Parameters and Specification of Operation of Electronic Banking Services available on the Bank's Website. The Bank is entitled

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to change the Service Operation Specification according to the Bank's needs, and the Bank shall publish the changes at the above-mentioned address at least one day prior to the commencement of the application of the changes. The Bank shall inform Clients and Authorised Persons of material or important changes in the Service Operation Specification, preferably using messages or notifications under the Service or email messages.

- **Account** – a current account, loan account, deposit account, savings account, etc., held with the Bank for the Account Owner.
- **Device** – e.g., computer, laptop, tablet, mobile phone through which the Authorised Person uses the Service with an Internet connection.
- **Agreement** – an Agreement concluded between the Bank and the Client, the subject of which are the rights and obligations of the Bank and the Client related to the use of the Service and the management of Accounts and Products through Instruction under the Service. Its conclusion is subject to the Authorisation granted to the Client by at least one Account Owner. Each specific Account can only be part of one Agreement, i.e., an Account cannot be managed by multiple Clients at the same time.

Article II – Service Characteristics, Method and Operation Description

1. The Bank provides the Service on the basis of the Authorisation, the Agreement and the contractual relationship between the Bank and the Authorised Person, the subject of which is the assignment of the Electronic Identity; for the provision of the Service, all concluded contractual relationships must be valid at the same time.
2. The Service is used through access on the Bank's Website or through the SmartBanking app, which is officially available from these sources: AppStore, Google Play, and Huawei AppGallery <http://www.csob.sk/>. The Bank is entitled to change the type, scope, content, functions and features of the Service due to changes in technical support/provision and also depending on the development and modernisation of the Service. The Bank shall inform Clients and Authorised Persons of material or important changes in the use of the Service, preferably using messages or notifications under the Service or email messages. The Bank is also entitled to terminate the provision of the Service in relation to selected Accounts under the Service within the period and in the manner specified in the Agreement.
3. The Authorised Person logs into the Service using the Security Instruments and Security Features. The Authorised Person authorises Instructions in accordance with the Signature Rules.
4. The Authorised Person executes transactions in accordance with the defined Signature Rules.
5. Requests and orders for payment operations executed under the Service are securely archived in electronic form at the Bank. The conditions and terms of archiving are regulated by generally binding legal regulations, in particular Act No. 483/2001 on Banks and on the supplementation of certain acts as amended.
6. All acts performed through the Service shall be deemed to have been performed in writing.

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7. Instructions from Authorised Persons through the Service are accepted by the Bank essentially 24 hours a day, 7 days a week, i.e., 365 days a year.

Article III – Services and Parameters Overview

1. In a special document Service Specification, the Bank shall publish a list of products and description of individual Electronic Banking Services, including information regarding provided payment services, means of communication and technical requirements for Client's equipment, security instruments and method of use thereof, maximum spending limits, technical conditions for receipt of notifications of loss, theft, misuse or unauthorised use of means of payment, as well as other related information. The Bank publishes the current version of the Services and Parameters Overview on the Bank's Website and updates it from time to time, and it is also available at the Bank's branches.

Article IV – Rights, Obligations and Responsibility of the Client and the Authorised Person

1. The Account Owner, the Client and the Authorised Persons are obliged to familiarise themselves in detail with the following documents:
 - Terms and Conditions
 - Technical Parameters and Specification of Operation of Electronic Banking Services
 - Rules and documents related to the Service listed on the Bank's Website under Important Documents, Manuals and Software, including the document [Electronic Banking Security](#), and to comply with the rules and procedures set out therein.

The Client is responsible for the settings of the Service made through the Authorised Person with the Administrator Profile or with another Rights Profile set subsequently by the Authorised Persons with the Administrator Profile, who have been granted the above rights, and is also responsible for granting access to the Client's Documents containing the Client's and the Authorised Person's personal data.

2. The Authorised Person has access to all information about the Accounts to which the relevant Service is provided. (The Authorised Person may also be the holder of the payment card issued for the Account.) Information to which the Authorised Person has access includes information about any blocking and the reason for it on the Account.
3. In particular, the Authorised Person must ensure that no other person becomes aware of the Security Features and Instruments used, must not disclose the Security Features and Instruments to any other person or record them in any easily recognisable form or store or carry them with the Means of Electronic Communication for the Service (e.g. write the PIN for the Token directly on the Device).
4. In the event that the Authorised Person becomes aware:
 - a. that its Security Features are known to any third party;
 - b. of a loss or theft of Security Features and Security Instruments or Means of Electronic Communication for the Service;
 - c. of the execution of an operation for which the Authorised Person has not given an order;

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- d. of errors or other inconsistencies in the maintenance of an Account or Product for which the Service is established or available under the Service;
- the Authorised Person is obliged to immediately contact the Bank by telephone through the Contact Centre and request that the Security Instruments and Security Features be blocked. The Authorised Person may also immediately inform the Bank's Client Advisor (in person via the branch), who shall immediately block access to the Service in agreement with the Authorised Person and agree with the Authorised Person on the next course of action. The Bank shall not provide evidence of the blocking of access to the Services within the same telephone call to the Authorised Person.
5. The Client shall be fully liable for any financial loss or other damage incurred as a result of the loss or theft of Security Features and Security Instruments or Means of Electronic Communication for the Service until such time as the loss or theft is reported to the Bank in accordance with these Terms and Conditions.
 6. From the time the Authorised Person notifies the Bank of any loss, theft, error or other irregularity in accordance with the obligation set out in clauses 3 and 4 of Article IV of these Terms and Conditions, the Client shall have no further liability for any damage incurred due to the loss or theft of its Security Features and Security Instruments or Means of Electronic Communication for the Service unless the Client/Authorised Person/Account Owner themselves have acted fraudulently. At the same time, the Client is obliged to provide the Bank with maximum cooperation in the remedial measures proposed by the Bank. In the event that the Authorised Person does not accept the proposed measures, the Bank shall not be liable for any damage incurred by the Account Owner.
 7. The Client agrees to have effective anti-virus protection installed as part of the software and to perform regular anti-virus checks of the hardware device used to connect to the Service.
 8. The Bank is not responsible for non-functioning apps installed on the Device caused by a third party (e.g. another manufacturer's program, the Device infected with a virus, malfunction of the workstation hardware, etc.) or force majeure.
 9. The Client is obliged to comply with the Bank's security instructions for the use of the ČSOB SmartBanking Service available at www.csob.sk/dolezitedokumenty in the Manuals and Software section, in particular not to make unauthorised modifications to the mobile device's operating system in order to gain direct access to the mobile device's file system.

Article V - Bank's Rights, Obligations and Responsibility

1. The Bank transfers selected Means of Electronic Communication for the Service, Security Features and Security Instruments for the Service only to the relevant Authorised Person.
2. The Bank shall take all necessary measures to stop further use of the Service, including in the event that the Authorised Person has committed gross negligence or fraudulent conduct, upon notification of the facts pursuant to clauses 3 and 4 of Article IV of these Terms and Conditions.
3. The Bank shall be liable for:

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- a. failure to execute a transaction or incorrect execution of a transaction that the Client has the right to execute correctly;
 - b. transactions made without the Client's Instructions. The Bank's liability shall not apply in the event that the Client acts in breach of these Terms and Conditions, in particular in breach of the Client's obligations under Article IV of these Terms and Conditions;
however, this does not apply if the Bank proves that the Client has breached its obligations set out in these Terms and Conditions.
4. Within the framework of electronic communication through the Service, the Bank accepts only complete data and data that comply with the prescribed formats and are authorised by an Authorised Person through Security Instruments and Security Features. The Bank shall not be liable for damage resulting from incomplete or unauthorised Instructions. The Bank shall be entitled not to carry out or to refuse to carry out Instructions in other cases which make it impossible to carry out an operation or transaction within the meaning of these Terms and Conditions, GBT&C or other contractually agreed terms and conditions relating to the provision of other services or products of the Bank, in the event of insufficient funds in the Accounts against which Instructions are to be carried out, as well as in the event of blocking of the Accounts, etc.
 5. The Bank shall not be liable for any damage resulting from erroneous or duplicate data (transactions) submitted to the Bank via the Service, only if the damage was caused by a breach of duty on the part of the Bank.
 6. The Bank shall not be liable for failure to carry out a transaction, or for inability to use or unavailability of the Service caused directly or indirectly by causes beyond the control of the Bank or its partners (e.g., interruption of electricity supply, interruption of connection with the Bank via the public network, the Internet, strike, etc.), nor for the damage so caused, unless the inability to use the Service was not caused by circumstances precluding liability.
 7. If the Bank determines that the actions of an Authorised Person, Client or Account Owner are in breach of the GBT&C or these Terms and Conditions, the Bank shall be entitled to terminate the contractual relationship with them immediately.
 8. The Bank is entitled to charge fees for the use of the Service in the amount according to the applicable Scale of Fees, and the Bank shall debit the Account to which the fees relate. All fees and their amounts that shall be charged to the Account Owner in connection with the use of the Service are set out in the relevant Bank's Price List. The valid Price List is available at the Bank's premises open to the public and on the Bank's Website.
 9. The Bank is entitled to block the Client's or Authorised Person's access to the Service:
 - a. for reasons relating to the security of the Service or means of payment or
 - b. for reasons of suspected unauthorised or fraudulent use of the Service or means of payment
or
 - c. if such an obligation arises for the Bank from a generally binding legal regulation.The Bank shall inform the Client or the Authorised Person of the blocking of the Service and the reason for it and of the further course of action, if possible, without delay. In the event of blocking

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of the Identification Number, if the relevant Client or Authorised Person wish to continue to use the Service, the Client or Authorised Person shall be obliged to appear in person at any branch of the Bank and consent in writing to the change of the Identification Number. Any change to the Authorised Person's Identification Number shall not affect the validity of the Agreement with the Client in which the Identification Number is set out in the Annexes. The Authorised Person is obliged to inform the Client about the change of the Identification Number. If the Bank considers that the blocking of the Identification Number is unjustified and not necessary to protect the rights of the Client/Authorised Person in using the Service, the Bank has the right to unilaterally cancel the blocking of the Client's/Authorised Person's access to the Service, even without the Client's/Authorised Person's consent.

10. The Service is provided via public communication lines i.e., via the Internet. The Bank is not responsible for the security of communication lines and therefore cannot control the fact if the Client suffers damage due to misuse of transmitted messages by unauthorised actions of third parties.

In exceptional cases, the Bank is entitled to postpone the application of the relevant exchange rate until the issue of the standard exchange rate ticket valid for the following banking day.

Article VI – Account Statement

1. If it is agreed between the Account Owner and the Bank in the Account Agreement or other contractual document to make the Account statement available only electronically and the electronic Account statement is made available through the Service, then the details of the electronic Account statement set out in the Account Agreement or other contractual document may not be consistent with the details set out in the Client's request.

Article VII – Final Provisions

1. The Bank is entitled to unilaterally change the contractual relationship for the provision of the Service and these Terms and Conditions. On the date of their proposed effectiveness, the changes become binding on the concluded contractual relationship as a change to its originally agreed terms. The change is possible even without the Bank stating the reason for the change. The Bank shall inform the Account Owner/Client about the change of the Terms and Conditions and their effectiveness by publishing these documents in the Bank's premises open to the public, on the Bank's Website and by a special written notice sent no later than one month prior to the proposed effective date of the relevant change, unless a generally binding legal regulation in force in the Slovak Republic specifies a different, shorter or longer period of time. Written notification of the Account Owner/Client is also deemed to be information in the Account statement. The Bank may make changes to the Terms and Conditions for the benefit of the Client, no reason for change is required for such changes, the Bank shall generally inform the Client of such change in advance before the change is made. Section 32 of Act No. 492/2009 on Payment Services does not apply to the amendment of these Terms and Conditions.

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2. The Bank and the Client agree that all legal relations related to the submission and handling of the Client's claims and complaints regarding the Service shall be governed by the Bank's Complaints Rules.
3. The Bank and the Client agree that the Client is responsible for making the Authorised Person aware of these Terms and Conditions.
4. Use of the Service is equivalent to written communication. Services are provided in Slovak language. The Bank is also entitled to provide selected Services or their individual functionalities in English as well.
5. The mutual rights and obligations of the Bank and the Account Owner/Client/Authorised Person which are not provided for in the agreement concerning the provision of the Service or these Terms and Conditions shall be governed by the GBT&C.
6. These Terms and Conditions replace the Terms and Conditions for the Provision of ČSOB Electronic Banking Services effective from 15 February 2024 and the Terms and Conditions for the Provision of ČSOB BusinessBanking Lite Service effective from 1 February 2004 in relation to the Client/Account Owner/Authorised Person who are entrepreneurs and has used the services according to the aforementioned Terms and Conditions. At the same time, those Clients/Account Owners/Authorised Person who did not have the SmartBanking service set up under the relevant agreement with the Bank on the date these Terms and Conditions became effective for them may be granted access to the SmartBanking service by these Terms and Conditions. Access passwords and IPPIDs are identical to those used for the BusinessBanking Lite and/or My ČSOB service, for which they have concluded the respective contract with the Bank.
7. These Terms and Conditions shall come into force and effect on 12 October 2024. For the Account Owner/Client/Authorised Person whose Banking Products (including related services) were originally provided through the Original ČSOB Banking Information System, these Terms and Conditions shall become effective on the date of transfer of such Banking Products to the New ČSOB Banking Information System (hereinafter referred to as the "Transfer Date"). The exact Transfer Day shall be communicated to the Client in writing in advance.