

## FINBOT SERVICE AGREEMENT

- 1.1. This Finbot Service Agreement (the "Agreement") governs the mutual relationship between you as a Client and Finax, o.c.p., a.s., with its registered office at Bajkalská 19B, 821 01 Bratislava-borough of Ružinov, ID: 51 306 727, registered in the Commercial Register of the Municipal Court Bratislava III, section Sa, in insert no. 6713/B (hereinafter referred to as "Finax") in the provision of services and use of the Application. The rights and obligations not provided for in this Agreement will be governed by the terms and conditions contained in the Finbot Basic Terms of Service, which form an integral part of this Agreement. Unless otherwise stated, the terms used in this Agreement have the meanings outlined in the Finbot Basic Terms of Service.
- 1.2. By logging into the Application, using it or agreeing to the provision of the Services, the Client agrees to the terms of this Agreement and the Finbot Basic Terms of Service and enters into this Agreement.
- 1.3. By agreeing to the provision of the Services, the Client also declares that he or none of his relatives hold a significant public office, is not considered a politically exposed person, or is not subject to international sanctions. In case of any changes in this regard, the Client undertakes to inform Finax without delay on the address [client@finbot.eu](mailto:client@finbot.eu).
- 1.4. Services may be provided to persons under the age of 18 only with legal representatives' consent. By using the App and Services, the Client declares that his/her legal representative has given consent to their use and agrees to be bound by these Terms.
- 1.5. The Client agrees and declares that for the Services, he will use only the Accounts that he/she is authorized to use and is entitled to allow Finax to use the Account data.
- 1.6. After registering and launching the Application, the Client must enter the PIN and/or password he/she will use to log into the Application. At the moment of use of the Application and by entering the PIN code and/or password necessary to log in to the Application, the Client agrees to use the Services.
- 1.7. An Internet connection and/or installed Application is required to use the Services and the Application. The Client secures the Internet connection from a third party (Internet provider). In connection with the download and usage of the Application, the Client may incur additional costs for connecting to the Internet from his provider. Finax does not charge a fee for the use of the Services.
- 1.8. By creating a user account in the Application, the Client expressly requests that the Services be provided immediately and acknowledges that for this reason he/she does not have the right to withdraw from the distance contract. However, the Client shall have the right to terminate the use of the Application at any time without giving any reason or notice in accordance with clause 1.14 below.

- 1.9. This Contract is concluded in the English language and communication takes place in the English language for the duration of the contractual relationship. Electronic address for communication purposes: [client@finbot.eu](mailto:client@finbot.eu).
- 1.10. The Client is obliged to comply with the Security and Corrective Measures set out in Art. 8 of the Basic Terms of Finbot Service.
- 1.11. This Agreement is governed by Slovak law. For the avoidance of any doubt, this does not affect the consumer protection, stated by the law of the country, where he / she has his / her habitual residence within the meaning of Article 6 par. 2 of Regulation No 593/2008 of the European Parliament and of the Council on the law applicable to contractual obligations (Rome I). Disputes arising in connection with this Agreement and the relationship between Finax and the Client shall be subject to the jurisdiction of the courts of the Slovak Republic, without prejudice to the options available to consumers under Article 18 of Regulation 1215/2012 of the European Parliament and of the Council on Jurisdiction and the Recognition and Enforcement of Judgments in Civil and Commercial Matters. A client who is regarded as a consumer under the relevant legislation has the possibility to submit an application for the commencement of an alternative dispute resolution to one of the entities registered in the list, which can be found on the <https://ec.europa.eu/consumers/odr/main/?event=main.adr.show2&lng=SK>.
- 1.12. The procedure for submitting complaints is set out in Article 10 of the Basic Terms of Finbot Service.
- 1.13. This Agreement shall remain in force and effect during the provision of the Services and/or use of the App. Each contracting party shall have the right to terminate the Contract, even without giving any reason. Termination of the Contract includes termination of the provision of the Services and deletion of the User Account in the App.
- 1.14. The Client may terminate the Contract by notifying Finax on the address [client@finbot.eu](mailto:client@finbot.eu) or by deleting the User Account in the Application, with termination of the Agreement occurring at the end of the month in which the termination occurred or immediately by deleting the user account.
- 1.15. Finax may terminate the Contract without giving any reason, and the contract expires at the expiry of a period of notice of 2 months. Finax is entitled to terminate the Contract without notice if the Client acted fraudulently while using the Services and Application, as well as if it finds that the Client has violated this Agreement (Basic Terms of Finbot Service) or for the reason required by applicable law, as well as for the inclusion of the Client on the sanctions lists. Finax will inform the Client about the termination in accordance with the relevant regulations.
- 1.16. The suspension of the Services and the amendment and validity of the Contract and its Basic Terms of Finbot Service Provision are governed by provisions 11 to 12 of the Basic Terms of Finbot Service Provision.

1.17. The contract (Basic Terms of Finbot Service Provision) is concluded in electronic form and the Client is entitled to ask Finax at any time to provide its written-off in paper form. The contract and the Basic Terms of Finbot Service Provision are available in electronic form on the [www.finbot.eu](http://www.finbot.eu).

## BASIC TERMS OF FINBOT SERVICE PROVISION

### 1. Introductory provisions and definitions

These Basic Terms of Finbot Service Provision are an integral part of the Agreement. Unless otherwise stated in the Contract or in these Terms of Finbot Service, the following terms shall have the following meanings:

- 1.1. **Application** means the software and/or web interface designed by Finax to provide the Services. Finax has the right to change, modify the Application and its features at any time.
- 1.2. **The Client** is a natural or legal person who has agreed to the provision of the Services and provided his/her identification data upon registration. The Client is also considered a person who uses the Application to any extent.
- 1.3. **Payment information** is information related to the Account, including but not limited to account information (account name, number, balance, currency, etc.), transactions (transaction amount, currency, date, description, note, etc.), the account holder (name, address, email, telephone number) and Account properties, to the extent obtained by Finax from the Payment Data Provider on the basis of the Client's consent, which enable Finax to provide the Services to the Client.
- 1.4. **Payment Data Provider** means the Payment Account Information Service Provider with whom the Client contracts for the provision of Payment Account Data and expressly consents to the provision of the Payment Account Information Service and who shares such information with Finax for the purpose of providing the Services.
- 1.5. **Account provider** means a bank or other payment service provider within the meaning of Act No. 492/2009 Coll. on Payment Services and on Amendments and Supplements to Certain Acts, as well as any other authorized entity that maintains an Account for the Client.
- 1.6. **The Income, Expenses and Fund Balance Overview Service** is a service, the content of which is the display of information about the Client's Account(s) and Payment Data maintained for the Client by the Account Provider and accessible online and for which the Client has given consent to the Payment Data Provider to obtain and share it with Finax.
- 1.7. **Services related for the purposes of monitoring and managing personal finances, expenses, and income** mean categorization of the Client's expenses and revenues according to various typologies (e.g., food, transport) as well as possible functions, tools, and services that allow the Client to enter additional data and parameters into the Application and

possible services that are based on the processing of data and parameters that the Client himself enters into the Application.

- 1.8. **Services** means the Income, Expenditure and Financial Balance Overview Service and the Related Services for the purpose of tracking and managing personal finances, expenditure and income as well as such other services as the Client may have agreed to or as may be provided from time to time for the purpose of tracking and managing personal finances, expenditure and income. Finax shall have the right to change, amend or limit the scope of the Services at any time.
- 1.9. **Account** means the Client's payment account that the Client has specified for the purpose of providing the Services.
- 1.10. **A device** means any device on which the Application can be installed/browsed.
- 1.11. **The Basic Terms Finbot Service Provision** are these Terms and Conditions for the Services issued by Finax and form an integral part of the Contract.
- 1.12. **The Agreement** is the Finbot Service Agreement.

## 2. Provision of services

- 2.1. The Client may use the Application and use the Services in accordance with the Agreement, these Basic Terms of Finbot Service Provision, and generally binding legal regulations.
- 2.2. Use of the Services is carried out through the Application. For the purposes of using the Application and Services, a person who is interested in using the Application and using the Services is obliged to register and create a user account and choose a password and/or PIN code. When registering, there is an obligation to provide accurate and up-to-date data and in case of future changes, the Client must update these information without delay. Finax reserves the right to refuse registration.
- 2.3. In order for the Services to be provided, the Client must use such a PIN code and/or password as a unique identifier, which he/she chose when registering and first launching the Application and whose request for entry will be displayed on the device. The client can change his PIN and password at any time.

### **The Income, Expenses and Fund Balance Overview Service**

- 2.4. The Income, Expenses and Financial Balances Overview Service is provided on the basis of the Client's consent to the Payment Data Provider accessing the designated Accounts and sharing this information with Finax.
- 2.5. The provision of the the Income, Expenses and Fund Balance Overview Service is subject to the Client's proper authentication/authorization with the Account Provider that maintains the Account. For the purpose of providing the Income, Expenditure and Fund Balance Overview Service, the Client must properly authorise/authenticate with the Account Provider that maintains the Account and consent to the disclosure of data to the Payment Data Provider and consent to the sharing of data with Finax. The Account Provider and the Payment Data Provider may request re-authorization/authentication again/more frequently.

- 2.6. The Client acknowledges that the Payment Data displayed in the Application is refreshed at certain intervals during a 24-hour period. As there is no continuous exchange of information with the Account Provider, the information displayed in the Application may not correspond to the current status. The timeliness of the data may also depend on the technical capabilities of the Account Provider. Finax does not guarantee that the information displayed will always be complete, accurate, error-free or up-to-date.
- 2.7. Removing an Account from the list of Accounts in the App or data entered into the App may affect the data that has been processed and so may be deleted from the App.

### **Services related for the purpose of monitoring and managing personal finance, expenditure, and income**

- 2.8. The App enables and includes categorization of the Client's expenses and income according to different typologies (e.g. food, transport). By using the Application, the Client acknowledges that Payment Data in the Application will be categorized automatically.
- 2.9. The Income, Expenses and Fund Balance Overview Service applies mainly to Payment Accounts and therefore the Client may not be shown information about their Savings or Investment Accounts. If the Client wishes to have these accounts available within the Application, the Client must upload and update this data into the Application themselves.
- 2.10. If the Client uses Finax investment services, it is possible to pair his accounts with Finax as a securities trader into the Application upon his/her assignment. This data will be regularly updated. The Client acknowledges that they may not always correspond to the current status.

### **Proposals for managing personal finance and advertising offers**

- 2.11. In order to track and manage personal finance, expenses, and revenues, Finax may from time to time provide the features, tools, and services available within the Application.
- 2.12. Finax may offer suggestions as well as products or services to the Client in order to reduce expenses and increase revenues (which may include proposals to streamline the management of expenses and revenues and related advertising offers) if the Client has agreed to such use of data.
- 2.13. The Client acknowledges and agrees that Finax does not provide personal, tax, or financial advice, and no functionality, tool, or service or any advertising offers to constitute such or any other professional advice but are intended solely for informational purposes. Finax shall not be liable for damages incurred by the Client or any third party for acts or operations resulting from the use of such features, tools, and services, or for the use of advertising offers of products or services offered with the aim of reducing my expenses and increasing revenue.

## **3. Fees**

- 3.1 Finax provides the Services free of charge.

3.2 Finax has the right to change the Service fees and commits itself to inform the Client at least 2 months before the change enters into force. In case the Client does not agree with the change, they have the right to terminate the Agreement.

#### 4. Using third parties

4.1 Finax can use suppliers and partners to secure IT technologies and solutions necessary to provide the Finbot Services.

4.2 For registration purposes, this may be, for example, Google and Facebook functionality, the App Store for the purposes of creating a user account on the App. In the case of the use of such functionalities, the Client acknowledges that additional terms and conditions (including terms and conditions for the processing of personal data) of such third parties may apply to such use.

4.3 Detailed terms and conditions and the method of provision of Account information services according to the relevant provisions of Act No. 492/2009 Coll. on Payment Services and on Amendments and Supplements to Certain Acts, which are provided to the Client by the Payment Data Provider, are the subject of separate arrangements.

4.4 The Client acknowledges and agrees that Finax shall have continuous access to the Account linked by the Client to the Application for the duration of the Client's consent granted to the Payment Data Provider, in a passive access mode to the Payment Data, to the extent and for the period necessary for the purpose of providing the Services.

4.5 For the purposes of providing the Income, Expenditure and Fund Balance Overview Service, Finax uses its own technology or third party technology solutions provided by Salt Edge Limited in accordance with their terms and conditions. In the event that the Client uses a Payment Account that is accessed through Salt Edge Limited, the Client expressly consents and authorises Salt Edge Limited to access that Account through the Payment Data Provider and, for this purpose, also authorises the relevant Account Provider to disclose that data and also agrees to Salt Edge Limited's [terms and conditions](#) and [terms and conditions of processing of personal data](#) by the Payment Data Provider.

4.6 For the purpose of providing the Income, Expenses and Financial Balances Overview Service, Finax uses its own technology or third party technology solutions provided by CRIF - Slovak Credit Bureau, s. r. o. as well as CRIF Realtime Ireland Limited ("CRIF Ireland") in accordance with their terms and conditions. In the event that the Client uses a payment account that is accessed through CRIF Ireland, the Client expressly consents and authorises CRIF Ireland to access that Account and, for this purpose, also authorises the relevant Account Provider to disclose such data and also agrees to [the terms and conditions](#) and [personal data processing terms](#) of CRIF Ireland that were disclosed to the Client when the consent was given to CRIF Ireland.

4.7 Finax has no or limited control over dysfunctionality or outage of third parties 'services and does not vouch for them. Finax is not responsible for any third-party services, nor for any of their content.

## 5. Communication

5.1 Means of communication are all the means that enable communication towards the Client, and which are listed in the Agreement.

5.2 The method and frequency of providing information or making it available are managed depending on the conditions of providing Services.

## 6. License

6.1 For the purposes of using Services, Finax grants the Client a limited, non-exclusive, and non-transferable license (non-assignable, without the right of substitution and transition) to instal and use the Application for personal, non-commercial usage in accordance with these Basic Terms of Finbot Service Provision on a device owned and controlled by the Client. Any third-party libraries or codes connected to the Application can be provided based on separate license conditions.

6.2 While using the Application, the Client must not bypass or omit any security or technological measures, or any other measures related to the Application or Services, decompile, decipher, decode, edit, abuse, hack, or retroactively analyse, decompose the Application, nor create derived works.

6.3 The Client is not authorized to use the logo/trademark of Finax.

## 7. User content

7.1 The Client is authorized to save his/her own content and data in the Application (e.g., number data, texts). The Client is exclusively responsible for the inserted data, their backup, and their content, and must not insert data that are illegal, defamatory, or violate the rights of third parties (e.g., copyright, personal rights, and any other rights). Finax has the right to remove any found content of this nature.

7.2 For the purposes of providing Services, as well as for the improvement of Finax services, the Client grants Finax a global, free, non-exclusive license with the right to intellectual property sublicense which refers to the usage of the Client's content, for all the known purposes and without limits on the form of usage, for example for storage, creating copies, sending, changing, distribution. The licence is granted for the duration of the Agreement.

## 8. Safety and corrective measures

- 8.1 The Client is obliged to protect the Device, where the Application is installed, from a loss, damage, destruction or abuse by another person. The Client is the only person authorized to use the Application. The Client is responsible for all the activities and activities performed within the Application under his/her user account and the Client is obliged to disable, respectively prevent another person from using the Application.
- 8.2 The Client commits himself/herself to adhere to the following procedures:
- a) to handle the Application with caution;
  - b) never make the Application or Device available to another person;
  - c) not to keep the login details and safety codes in one place with the Device and not to report them to anyone;
  - d) to protect the Device from mechanical damage;
  - e) in case of a loss, theft, or any threat of abuse or unauthorized usage of the Device or the Application, log in details, and safety codes, to notify Finax about this fact without an undue delay;
  - f) to have the device protection that automatically locks the screen turned on.
- 8.3 In case of a loss, theft, or damage of the Device, the Client is obliged to notify Finax without delay in accordance with article 8.7 below. The Client's responsibility for using his/her Application ends at that moment. In case of doubts about the exact time of realizing the deactivation of providing the Services, there is a decisive record of this event in the information system of Finax.
- 8.4 The Client takes into account that a request for deactivation of providing the Service can be refused by the company Finax, if the data reported by the Client will not be identical with data kept in the information systems of the company Finax.
- 8.5 Company Finax is authorized to block the usage of Services:
- a) for reasons related to the Application's security
  - b) for reasons of suspicion of the Application's fraudulent usage
- 8.6 Finax informs the Client of the blocking of the Services in accordance with these Finbot Basic Terms and Conditions (electronically, by telephone or other appropriate means).
- 8.7 In case the Client suspects that the Device has been misused by a third party or that the Device's security has been breached, he/she notifies the Company about this fact without an undue delay on the address [client@finbot.eu](mailto:client@finbot.eu).
- 8.8 The Client is obliged to use an up to date and properly licenced operating system, internet/network connection and browser and not to perform any activities that could endanger or breach the security or rights of third parties.



8.9 Finax does not bear liability for damages related to technical failures or service outages of third parties (internet connection providers), nor for the failure of hardware or software equipment on the Client's side.

## 9. Personal data

9.1 Finax processes the Client's personal data for the purposes of providing Services. Finax provides information about personal data processing in the Privacy Policy published on the internet page [www.finbot.en/predpisy](http://www.finbot.en/predpisy).

9.2 By using Services, the Client confirms that within the scope allowed by the appropriate legislation, Finax has the right to create anonymous data (i.e., information, which do not allow personal identification) on the basis of or from personal data provided by the Client or those which were obtained in the context of providing Services and combine these anonymized data with other Service user's data to create anonymized aggregated data. Finax can use anonymized data and anonymized aggregated data for various business purposes, among other things for providing and improving Services, composing statistical reports, tackling problems, developing and improving other Finax products and services.

## 10. Right to redress and return policy

10.1. The extent of the Client's right to make a complaint (a complaint includes a complaint/incident reported by the Client) regarding the provision of the Services is governed by these Finbot Basic Terms of Service. The Client shall inform Finax without undue delay from the date of discovery of unauthorised access or incorrectly executed display of information.

10.2. The Client has the right to submit a consumer complaint mainly in written form, addressed to the address of the company Finax (Bajkalská 19B, 821 01 Bratislava-mestská časť Ružinov) or by e-mail to the address [client@finbot.eu](mailto:client@finbot.eu). The costs associated with the preparation of the consumer complaint, including attachments and the submission (delivery) of the complaint shall be borne by the Client.

10.3. In the complaint, the Client proceeds in accordance with the Company's Complaints Procedure, which is published on the company's website [www.finbot.en/predpisy](http://www.finbot.en/predpisy). The Client is obliged to state his/her identification data, such as in particular the name and surname or business name, address of residence, resp. registered office or place of business and describe the subject of the complaint in a clear and comprehensible manner.

10.4. Finax shall decide on the justification or ineligibility of the complaint without undue delay, but no later than within 15 working days from the date of its delivery to Finax. In justified cases where the 15-day deadline cannot be met, Finax will provide the Client with a preliminary response stating the reasons for the delay in replying to the complaint and the deadline for the final response, while the delivery of the final response does not exceed the scope specified in the Complaints Procedure. Finax will in principle send the decision on the validity or ineligibility of the complaint to the Client in written form to the address specified in

the complaint or to e-mail, the address specified as the address for delivery of invoices, or to the address of the Client's permanent residence.

- 10.5. If the Client believes that in connection with the provision of the Services by Finax the provisions of generally binding legal regulations have been violated by Finax, the Client may submit a complaint to the National Bank of Slovakia, which acts as a supervisory authority over the activities of Finax.

## 11. Suspending the provision

- 11.1. Finax has the right to suspend the provision of the Services in the event of: (i) technical problems, (ii) maintenance or updates of the Application, (iii) suspicious actions by the Client pointing to a violation of legal regulations in the area of money laundering activities and financing of terrorism or other legal regulations by which Finax or the Client is bound, (iv) unauthorized use of the Application, security incident (v) force majeure or terrorist attack, (vi) loss of ability to provide the Services, (vii) termination of the provision of the Services by Finax (viii) the requirements of the relevant regulatory authorities.

## 12. Change and validity of Basic Terms

- 12.1. Finax is entitled to change the contractual conditions (the Contract and the Basic Terms of Finbot Service Provision) by its unilateral expression of will. Finax is also entitled to change the scope and quality of the Services and the functionality of the Application or terminate the provision of Services without replacing them with a new service, even without restriction for technical, security, legal, regulatory or other business reasons.
- 12.2. Finax reserves the right to unilaterally change the terms and conditions, including the Agreement and these Finbot Terms of Service, mainly due to changes in legislation and/or financial market developments and/or legal or business environment developments and/or changes in business policy and/or in the interest of the safe functioning of the financial market and/or in the interest of financial market stability or risk minimization, and/or on the basis of/related to the request of the National Bank of Slovakia or other supervisory authorities or public administration and/or introduction of a new service and/or changes in technological, technical, or procedural rules applicable to Finax services and products, as well as for reasons aimed at improving or providing innovations in the services provided by Finax.
- 12.3. Finax will inform about a change to the Agreement and these Finbot Terms of Service at least two months in advance of such change, by publishing their new wording in a manner set by Finax (e.g., through its registered office, website of the company Finax, email, information materials, press releases, reports or in other ways at Finax's discretion) prior to the effective date of the relevant changes. If the Client does not notify Finax that he does not accept these changes before the proposed effective date, it is valid that he has accepted these changes. If the Client does not agree with the changes to these Basic

Terms of Finbot Service Usage, which he/she is notified about in accordance with this point, the Client has the right to terminate the validity of these Terms and Conditions against him/her by immediately withdrawing from them. A change in the contractual documentation (including these Basic Terms of Finbot Service Provision), which does not change the rights and obligations of Finax and the Client and such a change expresses only legislative or technical amendments to the contractual documentation, is not considered a change in the contractual documentation which would imply obligations associated with the notification of unilateral changes for Finax and the right of the Client – consumer to terminate the Agreement is excluded.

- 12.4. A withdrawal from these Basic Terms and Conditions terminates the Client's right to use the Services and the Application.
- 12.5. These Basic Terms of Finbot Service Provision are valid for the entire period of validity and effectiveness of the contractual relationship between the Client and Finax established by the Agreement. Termination of the Agreement does not affect the validity and effectiveness of those provisions of the Agreement and the Basic Terms of Finbot Service Provision, which, due to their nature, are to continue until the full settlement of all claims arising from the Agreement.
- 12.6. If any provision of the Agreement or these Basic Terms and Conditions of Finbot Service Provision becomes invalid, ineffective, resp. unenforceable to a specified extent, the other provisions, unaffected by this, shall remain in full force and effect. In such a case, Finax will replace the contested provision with a valid, effective and enforceable provision that differs as little as possible from the principles agreed in the Agreement and these Basic Terms of Finbot Service Provision, while preserving the economic and legal purpose and meaning of the contested provision. Such a change in the contractual conditions is not a change covered by the notification regime within the meaning of Art. 12.3 of these Basic Terms.
- 12.7. In the case of issuing a new, resp. an updated version of the Application, the Client may be asked to consent to the updated contractual documentation in order to enable him/her to use the features of such an updated version of the Application.

### **13. Final Provisions**

- 13.1. These Basic Terms shall enter into force and effect on 01.11.2023.