



SPECIAL CONDITIONS OF USE OF THE „COACH“ SERVICE

1. Definitions

The following Special conditions of providing the Coach service are an integral part of the Contract. If the Contract or these Basic conditions of providing the Coach service do not state otherwise the following terms are understood to mean:

- 1.1. Application is a software and/or web interface set by Finax in order to provide its services. Finax reserves the right to change and update the Application and its functions at any time.
- 1.2. Financial Institution is a legal entity other than Finax, which can, in case of the Client's interest, conclude Contracts on financial service between the Client and the Financial Institution pursuant to the AFIFAS.
- 1.3. The Client is a natural or legal person, which agreed to the provision of the services, and provided their identification during the registration. The Client is furthermore a person which uses the Application to any extent.
- 1.4. Payment Data refers to 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.), account holder (name, address, email, phone number), and Account features, to the extent that Finax obtains from the Payment Data Provider based on the Client's consent, which allows Finax to provide the Client with Coach Services.
- 1.5. The Payment Data Provider constitutes the provider of the payment account information service with whom the Client enters into a contract to provide payment account data and gives explicit consent to provide the payment account information service, and who shares this information with Finax for the purpose of providing Coach Services.
- 1.6. The Account Provider constitutes 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 the Account for the Client.
- 1.7. The Income, Expenses and Financial Balance Overview Service is a service that displays information about the Client's Account(s) and Payment Data, maintained for the Client by the Account Provider and accessible online, to which the Client has given consent to be obtained by the Payment Data Provider and shared with Finax.
- 1.8. The Services related to the purpose of monitoring and managing personal finances, expenses, and income constitute categorizing the Client's expenses and income according to various typologies (e.g., food, transportation) as well as any possible functionalities, tools, and services that allow the Client to enter additional data and parameters into the Application, and any services based on processing the data and parameters that the Client enters into the Application.
- 1.9. The Coach Service constitutes the service of displaying an overview of income, expenses, and financial balances and services related to the purpose of monitoring and managing personal finances, expenses, and income, as well as other services agreed upon by the Client or that may be provided for the purpose of monitoring and managing personal finances, expenses, and income. Finax has the right to change, supplement, or limit the scope of Services at any time.
- 1.10. The Intermediary constitutes a financial agent, other than Finax, who can, if the Client is interested, mediate the conclusion of a Financial Service Agreement between the Client and a Financial Institution in accordance with the AFIFAS.
- 1.11. The Account constitutes the Client's payment account that the Client has provided for the purpose of providing Services.
- 1.12. The Device constitutes any device on which the Application can be installed/viewed.
- 1.13. Special Conditions are these terms and conditions for Coach Services issued by Finax and are an integral part of the Agreement.
- 1.14. AFIFAS: Act No. 186/2009 Coll. on Financial Intermediation and Financial Advisory Services and on Amendments and Supplements to Certain Acts as amended.
- 1.15. The Contract is the contract on the provision of Coach Services, concluded in the Application by the Client expressing consent to the provision of Coach Services. The Client is entitled to request a hard copy of the Contract from Finax at any time. The Contract and Special Conditions are available in electronic form on the website www.finax.eu.
- 1.16. The Financial Service Agreement is a separate agreement between the Client and a Financial Institution, mediated by the Intermediary in accordance with the AFIFAS.

2. Introductory Provisions

- 2.1. The use of the Coach Services is governed by these Special Conditions for the provision of Coach Services. Matters not regulated by the Special Conditions are governed by the General Terms and Conditions.

2.2. By expressing consent to the provision of the Coach Services, the Client also declares that neither they nor any of their relatives hold a significant public function, are considered a politically exposed person, nor are they subject to international sanctions. The Client undertakes to inform Finax immediately if there are any changes in this regard at client@finax.eu.

2.3. The Coach Services can be provided to persons under 18 years of age only with the consent of their legal guardians. By using the Coach Services, the Client declares that their legal guardian has given consent for their use and agrees to be bound by these conditions.

2.4. The Client is entitled to use only the Accounts for which they are authorized and have the authority to allow Finax to use the Account data for the use of Coach Services.

2.5. By consenting to the provision of Coach Services in the Application, the Client expressly requests that the Coach Service shall be provided immediately and acknowledges that, for this reason, they do not have the right to withdraw from the contract remotely. However, the Client has the right to terminate the use of the Application at any time without giving any reason and without a prior notice period in accordance with Article 6 below.

2.6. The Special Conditions are governed by Slovak law. For the avoidance of doubt, this does not affect the consumer protection granted by the law of the country where the consumer has their habitual residence, in accordance with Article 6 (2) of Regulation (EC) No 593/2008 on the law applicable to contractual obligations (Rome I). Disputes arising in connection with the Agreement and the relationships between Finax and the Client are to be adjudicated by the courts of the Slovak Republic, without prejudice to the options available to consumers under Article 18 of Regulation (EU) No 1215/2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters. A Client who is considered a consumer under the applicable laws has the option to submit a proposal for alternative dispute resolution to one of the entities listed in the register available at <https://ec.europa.eu/consumers/odr/main/?event=main.adr.show2&lng=SK>.

BASIC TERMS AND CONDITIONS FOR PROVIDING COACH SERVICES

3. Service Provision

3.1. The Client may use the Application and utilize Coach Services in accordance with the Agreement, these Special Conditions, the General Conditions, the Website and Application Terms of Use, and generally binding legal regulations.

3.2. The use of Coach Services takes place through the Application. For the purposes of using the Application and Services, a person interested in using the Application and Services is required to register, create a user account, and choose a password and/or PIN code. During the registration, it is mandatory to provide accurate and up-to-date information, and in the event of future changes, the Client must promptly update this information. Finax reserves the right to refuse registration. Service for displaying an overview of income, expenses, and financial balances.

Service for displaying an overview of income, expenses, and financial balances

3.3. The service for displaying an overview of income, expenses, and financial balances is provided based on the Client's consent to allow the Payment Data Provider access to specified Accounts and to share this information with Finax.

3.4. The condition for providing the service for displaying an overview of income, expenses, and financial balances is the proper authentication/authorization of the Client to the Account Provider that maintains the Account. For the purposes of providing the service for displaying an overview of income, expenses, and financial balances, the Client must properly authorize/authenticate with the Account Provider that maintains the Account and give consent for data access to the Payment Data Provider and consent for data sharing with Finax. The Account Provider and the Payment Data Provider may repeatedly/more frequently require re-authorization/authentication.

3.5. The Client acknowledges that Payment Data displayed in the Application is updated within 24 hours at certain intervals. Since there is no continuous exchange of information with the Account Provider, the information displayed in the Application may not correspond to the current state. The accuracy of the data may also depend on the technical capabilities of the Account Provider. Finax does not guarantee that the displayed information will always be complete, accurate, error-free, or current.

3.6. Removing an Account from the list of Accounts in the Application or deleting data entered into the Application may affect the processed data, which may then be deleted from the Application.

Services related to the purpose of monitoring and managing personal finances, expenses, and income

3.7. The Application allows for and includes the categorization of the Client's expenses and income according to various typologies (e.g., food, transportation). By using the Application, the Client acknowledges that Payment Data in the Application will be categorized automatically.

3.8. The service for displaying an overview of income, expenses, and financial balances mainly applies to payment accounts, so the Client may not see information about their savings or investment accounts. If the Client wants to have these accounts available within the Application, they must enter and update this data in the Application themselves.

3.9. If the Client uses Finax investment services, it is possible, based on their input, to pair their accounts with Finax as a securities dealer into the Application. This data will be regularly updated. The Client acknowledges that it may not always correspond to the current state.

Suggestions for managing personal finances and promotional offers

3.10. For the purpose of monitoring and managing personal finances, expenses, and income, Finax may provide additional functions, tools, and services available within the Application.

3.11. If the Client expresses consent, Finax will allow the Intermediary access to the Application for the purpose of providing financial intermediation to the Client. The Intermediary will mediate the conclusion of a Financial Service Agreement between the Client and a Financial Institution.

3.12. Finax does not provide financial advice or intermediation. In the event of using the service Suggestions for managing personal finances, Finax will only provide general information and allow the Client to connect with the Intermediary, who will subsequently mediate the conclusion of a Financial Service Agreement with the Financial Institution in accordance with AFIFAS.

3.13. Finax is not liable for any damage incurred by the Client or any third party due to the actions or activities of the Intermediary as a result of using such functionalities, tools, and services.

4. Fees

4.1. Finax provides the Coach Services free of charge.

4.2. Finax reserves the right to change the fees for Coach Services and commits to informing the Client at least 2 months before the changes take effect. If the Client disagrees with the change, they have the right to terminate the Agreement.

5. The Use of Third Parties

5.1. The detailed conditions and method of providing 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 agreements.

5.2. The Client acknowledges and agrees that Finax has continuous access to the Account linked to the Application for the duration of the Client's consent granted to the Payment Data Provider, in a passive access mode to Payment Data, to the necessary extent and for the necessary duration for providing Coach Services.

5.3. For the purposes of providing the service for displaying an overview of income, expenses, and financial balances, Finax uses its own technologies as well as third-party technological solutions provided by Salt Edge Limited in accordance with their terms. If the Client uses a payment account accessible through Salt Edge Limited, the Client expressly consents and authorizes Salt Edge Limited to obtain access to the Account via the Payment Data Provider and simultaneously authorizes the respective Account Provider to provide this data, and also agrees with the contractual terms and conditions and personal data processing conditions of Salt Edge Limited. Finax has no or limited control over malfunctions or interruptions of third-party services and does not guarantee them. Finax is not responsible for any third-party services or any content.

6. The Contract Termination and the Validity of Basic Conditions

6.1. The Contract remains valid and effective during the provision of Coach Services. Each contracting party has the right to terminate the Contract, even without stating a reason. Termination of the Contract includes the cessation of Services and the withdrawal of consent to use the Coach Services in the Application.

6.2. The Client may terminate the Contract by sending a notification to Finax at client@finax.eu or by withdrawing consent to use Coach Services in the Application, whereupon the Contract ends at the end of the month in which the termination occurred or immediately by withdrawing consent to use Coach Services.

6.3. Finax may terminate the Contract without stating a reason, with the Contract ending after a notice period of 2 months. Finax is entitled to terminate the Contract without a notice period if the Client acted fraudulently when using Coach Services or if it is found that the Client violated the Special Conditions or General Terms and Conditions or due to requirements by relevant legal regulations, as well as due to the Client being listed on sanction lists. Finax will inform the Client of the termination in accordance with relevant regulations.

6.4. Withdrawal from these Special Conditions terminates the Client's right to use Coach Services.

6.5. These Special Conditions apply throughout the validity and effectiveness of the contractual relationship between the Client and Finax established by the Contract. Termination of the Contract does not affect the validity and effectiveness of those provisions of the Contract and the Special Conditions which, due to their nature, are to survive until all claims arising from the Contract are fully settled.

6.6. If any provision of the Contract or these Special Conditions for providing Coach Services becomes invalid, ineffective, or unenforceable to a specified extent, the remaining provisions, not affected thereby, remain fully valid. In such a case, Finax will replace the challenged provision with a valid, effective, and enforceable provision that deviates the least from the principles agreed in the Contract and Special Conditions, while maintaining the economic and legal purpose and meaning of the challenged provision. Such a change in contractual terms is not a change subject to the notification regime under Article 25.2 of the General Terms and Conditions.

6.7. In the event of the issuance of a new or updated version of the Application, the Client may be asked to express consent to the updated contractual documentation in order to be allowed to use the features and characteristics of such an updated version of the Application.

7. Final Provisions

7.1. These Special Conditions come into effect on Aug. 20th, 2024.