

### TERMS AND CONDITIONS GOVERNING THE ISSUANCE AND USE OF ČSOB CREDIT CARDS

In accordance with Act No 492/2009 on payment services and amending certain acts, as amended, and the rules of the Card Companies, Československá obchodná banka, a. s. ("Bank") issues the following terms and conditions governing the issuance and use of Credit Payment Cards ("Terms and Conditions") governing legal relations between the Bank and its clients in the provision of banking services in respect of a Credit Card serving for drawing on a Credit Limit.

#### I. GENERAL PROVISIONS

- These Terms and Conditions govern relations between the Bank and the Debtor resulting from the issuance and use of Credit Cards and from drawing on the Credit Limit.
- 2. The Bank shall issue to a Cardholder a Credit Card from its current offer range as a means of payment linked to a Credit Account kept in EUR under a separate Contract. The Bank publishes information on its current range of Credit Cards and the Supplementary Services offered with them in information materials that are available in all its branches. A credit relationship between the Bank and the Debtor is established by the Bank's acceptance of an Application for Credit ("Application") and issuing of a Notice of Provision of Credit for a ČSOB Credit Card ("Contract"). The Contract includes the Application, the Notice of Provision of Credit for a ČSOB Credit Card, the Terms and Conditions, the Bank's General Business Conditions ("GBC"), the Standard European Consumer Credit Information for Credit Cards and the form detailing the Annual Percentage Rate of Charge and the Average Annual Percentage Rate of Charge. The Contract is governed firstly by Act No 40/1964 the Civil Code, as amended ("Civil Code"), Act No 129/2010 on consumer credits and other credits and loans for consumers and amending certain laws ("Consumer Credit Act"), Act No 483/2001 on banks, as amended ("Act on Banks"), and Act No 513/1991 Commercial Code as amended ("Commercial Code"). The Bank issues a Credit Card based on an Application for Issuance of a Credit Card to a Natural Person ("Credit Card Application"). There is no legal claim to the provision of a Credit Limit or a Credit Card.
- 3. The Contract may be amended or supplemented only in the form of a written amendment. The Debtor can file a change request in writing at a branch of the Bank. The above does not apply in the event of an increase in the Credit Limit up to the level of the Increased Credit Amount as specified in the Application The Bank shall inform the Debtor in writing of any amendment of the contractual terms and conditions by means of a Change Notice.
- 4. The bank will send or deliver a Bank Notice and/or Bank Change Notice ("Bank Notice") to the Debtor after the assessment or approval of the Application and/or the Change Request. The Contract is concluded from the moment of signing of the Notice by the Bank.
- 5. The Credit Card is the property of the Bank and the Cardholder receives only the right to use it.

### **II. DEFINITION OF TERMS**

**ATM** (Automated Teller Machine) means an electronic device with automated verification of the Credit Card and information on the Cardholder, which is marked with the logo of the relevant international Card Company and which permits the Cardholder to withdraw cash and may provide other services based on the Credit Card.

**Authentication Procedure** means a procedure used to verify a Cardholder's identity when carrying out Transactions, mainly through the PIN, the Cardholder's signature, the entry of a CVC2/CVV2 security code, receipt of an SMS message or written confirmation for CNP transactions.

**Authorisation Centre** means the place where the presence of sufficient funds on the account for payment via the Credit Card is verified.

**Authorisation** means the Cardholder's granting of consent for the execution of a Transaction before its execution using the form and procedure agreed in these Terms and Conditions. If there is no consent for a Transaction, it will be considered unauthorised.

Authorised Transaction means a Transaction executed using a Credit Card and the reading of data from the Chip or the Magnetic Strip, for which the Cardholder has given consent:

- by using any of the Authentication Procedures or
- by the use of the Credit Card alone, without the use of an Authentication Procedure in the case of special types of Transaction such as the use of a self-service terminal, payment for tickets, tolls, parking fees or the performance of a Contactless Transaction, or if the transaction is executed with the Cardholder's written consent (e.g. a MO/TO Transaction).
- if the Bank does not require use of one of its specified Authentication Procedures.

Transactions authorised in this way are irrevocable.

**Bank** means Československá obchodná banka, a. s., registered office: Žižkova 11, 811 02 Bratislava, Org. ID no (IČO): 36 854 140, registered in the Companies Register of Bratislava I District court, section Sa, entry 4314/B.

Contactless Transaction means a Transaction carried out by holding the Contactless Card or a mobile device in proximity to a contactless sensor on a POS Terminal. If the amount of the Transaction does not exceed EUR 50, it is not usually necessary to authorise it with the PIN. The set amount for which PIN entry is not required to confirm a Contactless Transaction may vary regionally, being set in local currency by the card companies VISA or MasterCard. PIN entry may be required for security reasons even when the amount is less than EUR 50.00.

**Blocked Card** means a Credit Card whose use has been temporarily or permanently restricted by the Bank.

**Cash Advance** means a withdrawal of cash via an exchange office or a bank branch using a device referred to as an imprinter, or via merchants using a POS Terminal.

**Cash Back** means a withdrawal of cash via a Merchant at a Point of Sale which is conditional on a Transaction for the purchase of goods or services.

**Chip** means an integrated electronic circuit containing a microcomputer which permits the secure storage and recovery of Credit Card data.

**CNP Transaction** (Card Not Present) means all types of Transaction carried out without the physical presence of a Credit Card. CNP Transactions are generally carried out with a merchant over the internet, by telephone, fax or e-mail, by manual entry of the Credit Card number, expiry date, CVV or CVC and the required amount as payment for the purchase of goods or services.

**CVC2/CVV2** ( CVC 2 (MasterCard) – card verification code; CVV 2 (VISA) – card validity value) means a security code printed as the last 3 figures on the Signature Strip of the Credit Card, which is used for Cardholder authentication in CNP transactions.

**Maturity Date** means the calendar day in the month specified in the Contract as the date by which the Cardholder must make a repayment.

**Balance Date** means the day in the month when the Bank calculates the Amount Owing for the last Monthly Period and issues and sends a Statement to the Principal Cardholder.

**Available Balance** means the amount of funds that the Cardholder is entitled to use for making Transactions using the Credit Card. The amount of the Available Balance equals the sum of the amount of undrawn funds from the approved Credit Limit and the amount of funds remitted in favour of the Credit Account that have not been drawn by the Cardholder or used for settling payables to the Bank.

**Debtor** means a natural person that the Bank permits, based on a concluded Contract, to use funds up to the amount of the Credit Limit and who repays the credit provided via the Credit Limit.

**Amount Owing** means the amount of the drawn credit, interest and all related fees as at the Balance Date.

Additional Card means a Credit Card that the Bank issues at the Principal Cardholder's request linked to the Principal Cardholder's Credit Account so that operations using the Additional Card draw on the Credit Limit of the Principal Card. More than one Additional Card may be issued in respect of one Principal Card. An Additional Card can be issued to a natural person – consumer aged 15 years or over.

**Supplementary Services** means supplementary services to the Credit Card that the Cardholder can use under the relevant agreement with the Bank. Fees and charges for Supplementary Services are specified in the Price List; the Bank publishes a list of Supplementary Services and their scope on its website www.csob.sk.

**Cardholder** means the natural person – consumer whose name and surname are shown on the Credit Card and who is the only person authorised to use the Credit Card to execute individual transactions permitted by the Bank.

**Dynamic currency conversion** ("DCC") means a service permitting a Transaction in a foreign currency with immediate conversion to euro using a commercial exchange rate set by the Acquirer.

**Principal Card** means the Credit Card of the Debtor in respect of whose Credit Account the Credit Limit is set. If there are several debtors, it is the card of the Debtor specified as first in rank in the Contract who is entitled to determine the holders of Additional Cards.

**Cash Limit** means the maximum amount that a Cardholder can draw using a Credit Card during a period set by the Bank.

**Electronic Banking or Mobile Banking** means contractually agreed services that the Bank provides in accordance with published terms.

**Internet Transaction** means a type of CNP Transaction carried out with an internet Merchant by means of the manual entry of the Credit Card's number, expiration date, CVV2 or CVC2 using an electronic device connected to the Internet.

**Internet Merchant** means a Merchant that sells goods or services over the internet and accepts Payment Cards via the Internet by means of an Acquirer.

Card Company (MasterCard, Visa) means a foreign legal entity that grants banks licences to issue and accept Payment Cards and formulates the rules and regulations for the provision of such activities.

Credit Card means a means of payment used by a Cardholder to carry out cashless payment operations (payments for goods and services at a Merchant) or cash transactions (withdrawal of cash from an ATM, bank or exchange office) to the debit of the Credit Account, or a cash deposit via an ATM of the Bank to the credit of the Credit Account. The meaning of the term "Credit Card" is included in the meaning of "Principal Card" and/or an "Additional Card". By implementing the appropriate technology for reading data, Credit Cards can be issued with contactless functionality so that they can be used for both contact and contactless transactions. A Credit Card can be issued on various media such as plastic, a sticker, a watch, built into a mobile phone etc.

Credit Card Limit determines the maximum amount of funds that can be drawn via the Credit Card in an agreed period provided that there are sufficient funds on the Credit Account to which the Credit Card is linked, where the agreed period may be one day or one month. The limit is always agreed in the Credit Card Application or by another agreed method. The Limit for a secured internet payment cannot be higher than the limit for the Credit Card.

**Magnetic Strip** means a magnetically encoded record of information relating to the Credit Card, its Cardholder and the Account Holder. It is found on the reverse of the Credit Card.

**Monthly Period** means the period from the first day following the Statement issue date up to the next Statement issue date.

**Minimum Repayment** means the minimum amount set by the Bank expressed as a fixed amount or percent of the total Amount Owing, or of the Credit Limit, which the Principal Cardholder is obliged to pay the Bank once a month no later than the Maturity Date.

**MO/TO Transaction** (mail order/telephone order) means a type of CNP Transaction to which the Cardholder gives consent by telephone or in writing, which is executed without the physical presence of the Credit Card by the manual provision of the Credit Card's number, expiry date, CVV2 or CVC2 and the amount requested as payment for the purchase of goods or services.

**Return of Goods** means a Transaction carried out using a Credit Card at a Merchant's POS Terminal by means of which the Merchant can return a set amount paid using the Credit Card to the Account Holder's account to which the Credit Card is linked.

**Unauthorised Payment Operation** means a payment operation carried out using the Credit Card, for whose execution the Cardholder did not give consent and which does not include even one of the conditions of an Authorised Transaction.

**Point of Sale** means a location bearing the logo of the relevant international Card Company where a Cardholder can make payments for goods and/or services using the Credit Card.

**Merchant** means a legal entity or natural person – entrepreneur that accepts the Credit Cards as a means of payment at their Point of Sale for the purpose of paying for goods or services provided.

**PIN** means a personal identification number provided exclusively to the Cardholder that permits their identification when using a Credit Card at an ATM or POS Terminal. **POS Terminal** (EFT POS – Electronic Funds Transfer at Point of Sale) means a device kept by a Merchant for the electronic processing of transactions executed using Credit Cards.

**Signature Strip** means a strip on the back of the Credit Card used for writing the signature of the Cardholder, which serves as their specimen signature.

**Cash Register Receipt** means a receipt for payment made using a Credit Card at a POS Terminal, which confirms provision of a service or the purchase of goods.

**Early Repayment** – the Cardholder may at any time repay funds drawn from the Credit Limit without charge for such repayment.

**Acquirer** means a Bank or other legal entity that has a licence from the relevant Card Company to accept Credit Cards, which provides payment services for Merchants accepting Credit Cards as a means of payment for services or goods provided.

Annual Percentage Rate of Charge means the percentage of the amount owed that the Cardholder is obliged to pay to the Bank over a period of one year, which is calculated using the formula specified in the annex to the Consumer Credit Act. It includes all costs that the Cardholder incurs in connection with the Credit, e.g.: interest on the Credit agreed under the Contract, the Credit administration fee and the fee for processing the Credit Application. It is calculated based on the assumption that the interest rate on the Credit and other payments remains unchanged during the term of the Contract.

**Complaint** means an oral or written submission of a Cardholder containing an expression of dissatisfaction with the quality of Credit Card services or their provision.

**Bank Price List** means the Price List for Natural Persons, which includes specification of all the Bank's charges and fees and in accordance with which the Bank charges the Cardholder for services provided and Transactions executed by the means defined herein.

**Smartbanking** is a mobile application of the Bank, which is part of the Bank's Electronic Banking services and enables an authorised person to access the Credit account and selected information on the Cardholder.

**Transaction** means any payment operation (payment for goods and services, cash withdrawal) executed using a Credit Card whether via the physical presence of the card at a POS Terminal or ATM or via the use of Credit Card data in CNP payments. the electronic cashless transfer of a part of the available balance from the card Credit Account to the Principal Cardholder's current account kept in the Bank is also considered a Transaction.

**Reminder** means the first written notice that the Bank sends when the Cardholder gets into arrears in repaying the Amount Owing (e.g. due to failure to make a Credit repayment, settle a fee, or part thereof).

**Credit Limit** means the maximum amount of funds that the Bank makes available to the Cardholder for drawing on the Credit Account; the amount of the Credit Limit is renewed in the amount of each repayment made or the amount credited in favour of the Credit Account.

Credit Account means an internal account of the Bank that the Bank keeps in respect of each Cardholder (except for an Additional Cardholder); all Transactions as well as all fees, interest and other Bank receivables from the holders of cards issued in respect of the Credit Account are settled to the debit or credit of the Credit Account. The Bank informs the Principal Cardholder of the number of the Credit Account in the first Statement.

Statement means a written list of Transactions made using Credit Cards issued in respect of a Credit Account, the respective fees and interest recorded on the Credit Account and processed by the Bank for the preceding Monthly Period.

Demand means a written notice that the Bank sends, also repeatedly, when the Cardholder is in arrears in repaying the Amount Owing for more than 15 days (e.g. due to failure to make a Credit repayment, settle a fee, or part thereof).

Applicant means a natural person who asks the Bank to provide a Credit Limit by means of a Credit Card Application and who meets the following criteria: (1) age over 18 years (2) a citizen of the Slovak Republic with permanent residence in the territory of the Slovak Republic or a foreign national with permanent or temporary leave to remain in the territory of the Slovak Republic.

Application means an Application for Credit in the form of a Credit Limit in respect of a Credit Card.

Credit Card Application means an Application for the Issuance and Use of a Credit Card for a plastic Credit Card for a natural person with which to carry out card payment operations.

Contract means an Application for Credit and an Application for the Issuance of a Credit Card accepted by the Bank in accordance with these Terms and Condition, which becomes a Contract of which these Terms and Conditions are an integral part after being signed by the second Party.

### III. TERMS FOR THE ISSUANCE OF A CREDIT CARD

- The following preconditions apply to the provision of a Credit Limit and the issuance of a Credit Card:
  - delivery of an Application and a Credit Card Application to the Bank
  - proof of the Applicant's ability to repay the Credit Limit
  - approval of the Credit Limit by the Bank

The data contained in the Application and the Credit Card Application must be true, complete and accurate.

- 2. There is no legal claim to approval and the Bank has the right to refuse the approval without stating a reason.
- 3. The Bank decides on the issuance of a Credit Card and on the approval and level of the Credit Limit after it has reviewed data and documents provided to the Bank.
- 4. The Bank has the right to request collateral for its receivables in a form agreed by the parties.
  - If the value of collateral pledged in favour of the Bank decreases or is lost during the term of the credit relationship established by the Contract, the Debtor must provide additional collateral at the Bank's request up to the original value within 30 days from receiving such a request from the Bank.
- 5. The Bank has the right at any time during the term of the Contract to review the Principal Cardholder's ability to repay the Credit Limit and to adjust the level thereof. The Principal Cardholder is obliged to present the documents necessary to prove this ability at the Bank's request. The Bank will inform the Debtor of a change in the Credit Limit by means of a Bank Notice.
- 6. In the event of significant change in the Debtor's ability to repay the Credit Limit, the Bank is entitled to prevent use of the Credit Limit, block the Credit Card and terminate the Contract.
- 7. The Bank issues a Credit Card to the name of the Cardholder and is not transferable.
- 8. The Bank reserves the right to deliver the Credit Card to the Cardholder by the agreed means, either by post or through a branch of the Bank. The Bank is authorised to send a Credit Card to the Cardholder's correspondence address in the Slovak Republic or the Czech Republic. If the Cardholder requests delivery of the Credit Card to their address in another country, the Bank may send the Credit Card to such an address for the Cardholder after receiving the express written consent of the Main Cardhol-

der and payment of the increased cost of delivery of the Credit Card to the Bank's account. On receiving the Credit Card by post, the Cardholder must, without delay, check that the envelope was not tampered with and that the information on the Credit Card is correct. If the envelope is damaged or there is incorrect information on the Credit Card, the Cardholder must report it to the Bank without delay (by telephone, by visiting any branch of the Bank in person or by electronic means).

- 9. When the Cardholder reports the non-delivery of the Credit Card, the Bank will ensure that it is blocked without undue delay.
- 10. The Cardholder must notify the Bank without delay if the Credit Card is not delivered by post within 20 days from submission of the Credit Card Application or 20 days from the expiry of the validity period in the case of renewal of the Credit Card, unless agreed otherwise.
- 11. The Cardholder shall activate the Credit Card by the use of the Credit Card in an ATM or POS terminal (where data is read by direct contact with the Chip), the entry of the correct PIN and the execution of a contact Transaction.
- 12. The Credit Card is valid until the last day of the month in which it expires. The Bank will issue a new card to the Cardholder automatically before expiry of the original card provided that:
  - the original card was not cancelled within six weeks before its expiry
  - the original card was not blocked within six weeks before the issuance of the renewed card or
  - the Cardholder / Debtor did not request cancellation of renewal of the Credit Card prior to the deadline six weeks before the expiry of the Credit Card,
- 13. On receiving the Credit Card, the Cardholder becomes entitled to use it until its expiry. At that moment the Cardholder also becomes responsible for all Transactions executed using the Credit Card issued in their name.
- 14. After receiving the Credit Card, the Cardholder is obliged to sign the Credit Card on its Signature Strip.
- 15. The Bank will ensure the delivery of the PIN to the Cardholder by the following means:
  - electronically, via its Electronic or Mobile Banking services
  - in paper form, at any branch of the Bank
  - by transferring the PIN from another, active card issued in the name of the Cardholder

If a client uses the Bank's Electronic and Mobile Banking services, the PIN will be displayed to the Cardholder electronically.

- 16. It is the Cardholder's responsibility to check the integrity of the paper envelope containing the PIN on delivery. If the Cardholder receives the envelope containing the PIN at a branch of the Bank and finds that it has been damaged, he/she shall refuse to accept the envelope with the PIN and the Bank will issue another Credit Card and another PIN to the Cardholder free of charge.
- 17. The Bank will provide the PIN only to the Cardholder.
- 18. The Cardholder must proceed according to the instructions shown in Electronic and Mobile Banking services or on the inside of the envelope containing the PIN.
- 19. The Bank keeps no record of the PIN.

### IV. PROCEDURE FOR THE CORRECT AND SECURE USE OF THE CREDIT CARD AND THE PIN

- Locations where the Credit Card can be used are identified by the logo of the relevant Card Company (e.g. MasterCard, VISA), which will be identical with the logo on the Credit Card.
- The Credit Card must not be used for Transactions that violate the applicable laws in force in the place where the transaction is carried out.
- When executing Transactions, the Cardholder shall follow the instructions on the POS Terminal or ATM in accordance with the Rules for the Safe Use of Payment Cards published on www.csob.sk.
- 4. If the Credit Card is withheld by a Bank ATM, the Bank reserves the right to cancel the Credit Card. The Debtor may request the Bank to reissue it.
- 5. The PIN must not be disclosed in any way to a third party or recorded in any place. It is the Cardholder's duty to prevent observation of the PIN when using an ATM or POS terminal (for example, by blocking the view of the keyboard with another hand etc.). Otherwise the Main Cardholder shall be liable for losses resulting from negligence or failure to comply with this duty.
- 6. The Cardholder is obliged to prevent the disclosure of the information on the Credit Card.
- 7. The employee at the Point of Sale shall have the right, in the interest of protection of the Cardholder, to require proof of the Cardholder's identity at any time. In case of doubt and/or based on the results of Authorisation, the employee of the Point of Sale is entitled not to execute the Transaction, to withhold the Payment Card and to destroy it in front of the Cardholder, in which case the Cardholder must be issued confirmation of the Payment Card's withholding.
- 8. When using the Credit Card, the Cardholder must identify themself and give Authorisation for a Transaction by the following means:
  - a) for Transactions carried out via an ATM by inserting the Credit Card in the ATM, by uploading data from the Chip and entering the PIN
  - for Transactions carried out via an ATM by holding the Credit Card in proximity to the ATM's contactless sensor, by uploading data from the Chip and entering the PIN
  - c) for cashless and cash (Cash Back, Cash Advance) Transactions carried out via a POS Terminal by inserting the Credit Card in the POS, by uploading data from the Chip and entering the PIN
  - d) for cashless and cash (Cash Back, Cash Advance) Transactions carried out via a POS Terminal by inserting the Credit Card in the POS, by reading the magnetic strip and by entering the PIN or by the Cardholder's signature in their own hand
  - e) for Contactless Transactions carried out by holding the Credit Card in proximity to the POS Terminal, by uploading data from the Chip without the need for PIN entry or a signature
  - f) for Contactless Transactions carried out by holding the Credit Card in proximity to a POS Terminal, by uploading data from the Chip and entering the PIN
  - g) by the use of the Credit Card alone and the uploading of data from the Credit Card chip without the use of an Authentication Procedure in the case of special terminals for low-value Transactions, e.g. self-service terminals for tickets, tolls, parking etc.
  - for all transactions with an internet merchant, by entering the Credit Card number, its expiry date and/or its CVC2 or CVV2

- i) for Transactions to an internet merchant by entering the number of the Credit Card, its expiry date and/or its CVC2 or CVV2 and also by entering a security code for the given Transaction that the Bank sends to the Cardholder by SMS using the mobile phone number that the Cardholder has provided to the Bank or by using another strong form of two-factor verification that the Bank is required to use
- for other CNP Transactions by manually entering the number of the Credit Card, its expiry date and/or its CVC2 or CVV2
- k) for other transactions, by the means stipulated by the Merchant or the Acquirer as necessary for carrying out the Transaction
- for Transactions initiated by a Merchant, by consent given previously by the Cardholder. The Bank recognises such consent based on the Cardholder's registration with the Merchant. It relates mainly to regularly recurrent payments and/ or the Cardholder's permission for storing the Credit Card number in the Merchant's system
- m) for other Transactions (e.g. MO/TO-type transactions), for which the Cardholder has given unquestionable consent.
- 8. The Bank has the right to reject any Transaction that violates applicable laws, the Bank's General Business Conditions, these Terms and Conditions or where there are grounds to suspect it contravenes the Card Companies' Rules.
- If the incorrect PIN is entered repeatedly for one Transaction (three times), the Bank will automatically block the Credit Card (for a limited period) for security reasons.
   Full functionality of the Credit Card will usually be restored automatically the day after the day when the Credit Card was temporarily blocked.
- 10. The Cardholder is entitled to draw funds by a Credit Card only within the set Credit Limit, at most up to the amount of the Available Balance, or at most up to the amount of the Credit Limit and subject to the Cash Limit; the daily Cash Limit for a Credit Card is at most 20% of the Credit Limit.
- 11. Credit Card Transactions are cleared with a delay. If the Cardholder makes Credit Card Transactions totalling an amount in excess of the Available Balance on the Credit Account, this shall constitute an unauthorised overdraft on the Credit Account. The Bank shall be then entitled to proceed in accordance with Clause VI.

# V. TERMS AND PROCEDURE FOR CLEARANCE OF EXECUTED CREDIT CARD TRANSACTIONS

- The Bank clears all Transactions executed with Credit Cards to the debit of the Credit account to which the relevant Credit Card is linked.
- 2. As a rule, the Bank clears every Transaction carried out using a Credit Card on the business day following receipt of the accounting report from the Acquirer. Transactions carried out using a Credit Card are cleared in accordance with the rules of the relevant Card Company. After a successfully authorised Transaction (i.e. a Transaction with the consent of the Cardholder and the Bank), the Account Holder's balance will usually be reduced by a temporary block on funds equal to the sum paid in the executed Transaction. If the Transaction was carried out in a different currency to that of the account for which the Credit Card is issued, the sum will be converted into the currency of the Credit Account. This sum will usually different from the sum that is really debited from the Debtor's account.
- 3. If the Cardholder so requests, the Bank will send an SMS notification of authorisation of a payment using the Credit Card with

- information on the amount of the payment. If the Credit Card is used to make a Transaction in a foreign currency, the SMS notification will be merely indicative.
- 4. In the case of Transactions carried out using the Credit Card abroad, the Transaction sum in the Transaction currency is converted (when not in euro) to the currency for clearing of the Transaction in the Bank (euro) using the foreign currency sell rate set by the Bank (exchange rate list) for the date when the Transaction is cleared in the Bank. Conversion of the Transaction amount expressed in the currency for the Transaction's clearing in the Bank to the currency in which the Credit account is kept (if not in euro) uses the foreign currency buy rate set by the Bank (exchange rate list) for the date when the Transaction is processed in the Bank. If the Credit account is kept in a currency in which the Bank clears Transactions, clearing of the Transaction will not include conversion of the Transaction sum expressed in the currency of settlement of the Transaction in the Bank to the currency in which the Credit account is kept. If the currency in which the Transaction is executed is the same as the currency in which the Credit account is kept, no conversion takes place.
- 5. If the currency in which the Transaction was executed is not in the Bank's exchange rate list or is in the Bank's exchange rate list but is CNY (Chinese Yuan Renminbi), the Transaction amount expressed in the Transaction currency is converted to the currency for the Transaction's clearing (euro) in the bank using first the exchange rate for this currency to the reference currency of the relevant Card Company set by the relevant Card Company and then converting the amount expressed in the reference currency to the currency for the clearing of the Transaction (euro) in the Bank.
- 6. For Transactions where a DCC service was used, the Transaction is cleared at the commercial conversion rate set by the Acquirer.
- The Bank clears Transactions in euro, i.e. the Transaction clearing currency is the euro.
- 8. Use of the Credit Card abroad may result in an exchange rate difference due to the conversion of the Transaction amount into the settlement currency and then into the Credit account currency. If a credit Transaction is executed in connection with a previous debit Transaction (Return of Goods) and this Transaction is executed at a Point of Sale for which processing is performed by another bank, the Bank shall not be liable for any difference in the converted amount resulting from the lapse of time between the clearing of the debit and credit Transactions.
- 9. The Bank has the right to clear a Credit Card Transaction up to 30 calendar days after its date of execution. The Bank shall keep internal records in accordance with the Act on Banks for the purposes of permitting review of Transactions and the correction of errors. It is the Cardholder's duty to check Transactions regularly, making use of Electronic and Mobile Banking services where possible, amongst other things in order to ensure the timely lodging of Complaints.
- Transactions in which a sum is transferred from the Credit Account to the Principal Cardholder's current account in the Bank by electronic, cashless transfer are cleared immediately.
- 11. The Statement lists Transactions made by the Principal Cardholder, as well as by the holders of any Additional Card issued in respect of the Credit Account and Transactions executed by electronic cashless transfer of a part of the available balance from the card Credit Account to the Principal Cardholder current account in the Bank.
  - The Statement includes the following information: a) identification of individual Transactions/items executed using Credit Cards

over the period for which the Statement is prepared, including the details (date and place, original amount of the Transaction); (b) identification of the Cardholder or Additional Cardholder; (c) amount of the mandatory Minimum Repayment; (d) total Amount Owing equalling the sum of (i) funds drawn on the Credit Limit, (ii) Fees and Interest, (iii) or any funds drawn outside the Available Balance (unauthorised overdraft); (e) Maturity Date of the mandatory Minimum Repayment; (f) initial balance and final balance on the Credit Account after clearing all Transactions/items listed in the Statement; (h) number of the Cardholder's Credit Account to which the repayment must be made.

12. If the Cardholder is sent a Payment Card Transaction sum for an undelivered or cancelled service by a Merchant and the Cardholder's account for the Credit Card in the Bank has been closed, the Cardholder is entitled to request the Bank in person to send the Transaction sum to an account that they specify in another Bank.

# VI. SETTLEMENT OF CARDHOLDER'S PAYABLES TO THE BANK

- 1. The Principal Cardholder is obliged to repay to the Bank any part of the Amount Owing above the Minimum Repayment specified in the Statement on or before the Maturity Date. The Statement of Transactions executed using a Credit Card during the Monthly Period is always issued 25 days before the Maturity Date. The Bank informs the Principal Cardholder of movements and balances on the Credit Account by the Statement free of charge via the Electronic and Mobile Banking services provided under a separate contract concluded between the Bank and the Cardholder once a month at the end of the calendar month for which the Statement is issued, unless agreed otherwise with the Principal Cardholder.
- The Cardholder is entitled to change the method by which statements are issued at any time via electronic banking services or in person at the Bank's place of business using the form for requesting a change of statements.
  - The Bank informs the Principal Cardholder of the movements and balance on the Credit Account only if Transactions were executed on the Credit Account in the month concerned.
  - The Bank shall not be liable for the non-delivery or late delivery of a Statement to the cardholder.
- 3. The amount of the Minimum Repayment is 5% of the Amount Owing, but at least EUR 15. If the Amount Owing is less than EUR 15, the Minimum Repayment is equal to the Amount Owing. The Cardholder and the Bank are entitled to change the amount of the Minimum Repayment to the amount specified in the Bank's current offer. The adjusted amount of the Minimum Repayment applies from the period following the month in which the Applicant requested the change or from the period specified in the Bank Notice.
- 4. If the Cardholder's current account from which credit is repaid is kept in the Bank, the Cardholder is entitled, at any time in the contractual relationship, to request the monthly full automatic repayment of 100% of the Amount Owing. The Cardholder may cancel the full automatic repayment or ask the Bank to restore it at any time in the contractual relationship. The change in the full automatic repayment applies from the period following the month in which the change is requested.
- 5. The Bank is entitled to collect repayment in the amount specified in points (3) and (4) above from the Cardholder's current account. If the Cardholder's current account is kept in the Bank, the Bank will send a direct debit request on the Maturity Date. If

- the Cardholder's account is kept in another bank in the Slovak Republic, the Bank will send the direct debit request on the sixth business day before the Maturity Date. If the Maturity Date is a business day, the day is included in the count for the purposes of this point.
- 6. The Cardholder must ensure there are sufficient funds on the current account on the Maturity Date.
- 7. The Debtor is entitled to repay the Amount Owing to the Credit Account in the period from the Balance Date to the Maturity Date by a cashless transfer or a cash deposit. In this case, the amount debited on the Maturity Date or on the sixth day before the Maturity Date will only be the difference between the amount of the agreed Minimum Payment and the amount of the repayment(s) already credited to the Credit Account or credited to the Credit Account on the day preceding the day on which the Bank sends the direct debit request to the other bank. If the amount of the repayment(s) credited to the Credit Account before the Maturity Date is equal to or greater than the amount of the Minimum Repayment, the direct debit will not be carried out.
- 8. If the parties have agreed on automatic full payment and there are insufficient funds on the Cardholder's current account to pay it on the date of the direct debit, the Bank will collect an amount in accordance with point (3) from the Debtor's current account.
- The Debtor undertakes to pay interest for the use of funds from the Credit Account.
- 10. The interest rate is agreed in the Contract. The Bank has the right to change the amount of the interest rate at any time. The Bank will inform the Debtor of every change in the interest rate in the Statement. If the Debtor does not agree with the proposed new interest rate and the parties do not agree otherwise, the Debtor must notify the Bank of the fact in writing. Such notification must be delivered to the Bank no later than 15 days after the termination of the previously agreed interest rate and is considered a termination of the Contract. In the period from the expiry of the agreed interest rate to the repayment of the full amount of the Amount Owing, the Bank will charge interest at the previously agreed rate.
- 11. The Debtor may benefit from the interest-free period offered by the Bank for cashless and cash Transactions only if they pay the full Amount Owing as specified in the Statement by the Maturity Date. If the Debtor does not pay the full Amount Owing by the Maturity Date, the Bank will charge interest on the drawn funds in accordance with point (10) of this article from the clearing date of the Transaction concerned.
- 12. If the Debtor makes an unauthorised overdraft of the Credit Limit, the overdrawn amount must be repaid in full for the respective Monthly Period and the Bank is entitled to collect more than the Minimum Repayment under point (3) of this clause
- 13. If the Minimum Repayment under point (3) or point (12) of this article is not settled by the Maturity Date, the Bank is entitled to prevent further use of the Credit Limit from the following day.
- 14. If the Debtor creates an unauthorised overdraft on the Credit Limit, interest will be charged on the unauthorised overdraft of the Credit Limit at the rate specified on the Bank's interest rate notice for the given type of Credit Card.
- 15. If the Debtor does not pay the mandatory Minimum Repayment on the Maturity Date, the Bank is entitled to continue to charge interest on the amount of the Minimum Repayment at the interest rate agreed in accordance with point (10) of this article plus the interest rate for arrears published in the customer areas of

branches of the Bank and on the website www.csob.sk from the date when the Debtor began to be in arrears, i.e. the Maturity Date, until the date of full repayment of the mandatory Minimum Repayment.

- 16. Interest and interest on arrears will be calculated based on a year of 360 days and a month with the actual number of calendar days.
- 17. Interest for the previous Monthly Period will be always charged to the debit of the Credit Account on the day following the Maturity Date. Interest on arrears is payable immediately and is not charged to the debit of the Credit Account.

#### VII. FEES

The Bank is entitled to charge the Cardholder fees for its services in accordance with the Bank Price List, which are charged to the debit of the Credit Account as follows:

- fees for credit payment cards, for card services and services related to the keeping of the Credit Account
- insurance linked to payment cards
- Credit card transactions

### VIII. COMPLAINTS, HANDLING PROCEDURES AND TIME LIMITS

- Should an Account Owner disagree with a processed transaction, he/she has the right to file a Complaint. The Cardholder must file the Complaint with the Bank using the method specified in the Bank's current Complaints Procedure without undue delay from the date of becoming aware of the issue, though no later than 13 months from the date of the Transaction.
- It is the Cardholder's duty to submit available documentation on the disputed transaction (the Cardholder's statement on the disputed Transaction, copies of Cash Register Receipts, proof of cancellation of a Transaction, a copy of the Statement with highlighting of the disputed Transaction etc.).
  - The Bank is entitled to require other documents in addition to the aforementioned documents if they are necessary for proving the eligibility of the Cardholder's claim. If the documentation necessary for handling the Complaint is not duly delivered to the Bank within an agreed period, the Bank has the right to suspend proceedings on the Complaint until the date when the required documents are delivered, which shall be deemed the date of submission of the Complaint.
- 3. When making a complaint regarding a transaction in which it is thought that a Credit Card has been abused (e.g. forgery of the card, Internet, ATM), the Cardholder must always return to the Bank the Payment Card to which the disputed Transaction relates. This obligation shall not apply if the loss or theft of the Payment Card is duly reported to the Bank.
- 4. If the Cardholder insists that they did not authorise the Transaction but the Bank nevertheless has evidence that the Transaction was authorised, after preliminary investigation of the Complaint, the Bank may reclassify the submission and announce the result of the complaint investigation procedure in writing only after receiving information from the Merchant's Bank.
- 5. The Bank will decide on the eligibility of the Complaint without undue delay, no later than 15 business days from the date of delivery of complaint, by the means agreed in the Bank's Complaint Procedure. In justified cases when the time limit of 15 business days cannot be met, the Bank must send the Cardholder a preliminary response to the filed Complaint within this period. The

- time limit for a final response must not be later than 35 business days, and overall handling of a Complaint in complex cases must not take longer than 6 months.
- Regarding the clearing of Transactions executed using Credit Cards, the Bank shall not accept a Complaint relating to the amount resulting from an exchange rate difference between the execution date of the Transaction and its clearing date.
- 7. If an unauthorised Transaction is detected, the Bank will return the disputed sum to the Cardholder without delay on the Credit Account in respect of which the Credit Card was issued, at the latest by the end of the following business day, as soon as the matter is reported by the Cardholder or the Bank itself detects the unauthorised Transaction. If the Bank has reason to suspect that the Cardholder acted fraudulently, the Bank will not resolve the unauthorised Transaction within the time limit specified above.
- 8. If the Bank finds sufficient evidence that the Cardholder became unjustly enriched at the Bank's expense, the Bank is entitled to debit the disputed sum from the Credit account for which the Credit Card was issued. If the Credit Account for which the Credit Card was issued goes into overdraft after clearing, the Debtor must settle the balance without undue delay.
- 9. The Bank is not liable for errors or for the quality of supplied goods or services nor for goods that are not delivered or services not provided after payment with a Credit Card. The Cardholder must lodge this type of complaint at the Point of Sale where the purchase was made.
- 10. If the Cardholder uses third party services and registers the Bank's Credit Card under a third-party payment cards, the Cardholder must lodge complaints related to such services with the third party whose payment card was used in combination with the Bank's Credit Card.
  - Registration of a Credit Card issued by the Bank with a third-party card means use of a third-party application that permits a third-party card to be linked to information on the Credit Card issued by the Bank although when payment is made using the registered card, funds are debited from an account with another payment institution or payment service provider and not with the Bank that keeps the Cardholder's Credit account.
- 11. If the Debtor or Cardholder has filed a complaint concerning a disputed Transaction in accordance with these Terms and Conditions or sought another remedy against the Bank without success, they have the right to have recourse to a competent court or a court of arbitration that hears such cases.

### IX. LOSS, THEFT AND ABUSE OF THE CREDIT CARD

- It is the Cardholder's duty to notify the Bank of the loss, theft or abuse of the Credit Card or the execution of an Unauthorised Payment Operation immediately upon becoming aware of such an occurrence, by calling the telephone number +421 2 5966 8230 or by visiting any branch of the Bank in person.
- If the Cardholder suspects the Credit Card has been abused, they must also notify the Police Force of the Slovak Republic of this.
- The Bank has the right to record telephone reports. The Cardholder can find information on personal data processing on the Bank's website www.csob.sk, in the section on personal Data Protection.
- 4. Every Credit Card that is reported as lost, stolen, abused or suspected of being used for an Unauthorised Payment Operation is blocked for security reasons. The Bank is not liable for any losses

that the Cardholder incurs as a result of the permanent restriction of validity of the Credit Card. If the Cardholder recovers a card after reporting it to the Bank as lost, stolen or abused, the Credit Card must not be used again and the Cardholder must destroy the Credit Card.

- 5. The liability of the Cardholder for Transactions executed using a lost, stolen or abused Credit Card shall cease from the moment of reporting to the Bank the loss, theft or abuse of the Credit Card except for Transactions where it is not possible to determine the time when they were ordered because of their method of execution; the Cardholder's liability for this type of Transaction shall cease at 24:00 on the date when the event is reported by telephone to the Bank.
- 6. The Bank and the Cardholder have agreed that in the period prior to reporting of the loss, theft or abuse of the Credit Card, the Bank shall bear no liability for any loss resulting from Credit Card Transactions involving use of the PIN or an SMS code for Secured Internet Transactions, or in which the Cardholder acted fraudulently, nor for losses incurred as a result of negligence on the part of the Cardholder.
- 7. The moment of reporting of the loss, theft or abuse of the Credit Card shall be the time (expressed in hours, minutes and seconds) when the Cardholder reported to the Bank the loss, theft or abuse of the Credit Card with sufficient information permitting the Bank to identify and immediately block the Credit Card.
- 8. When assessing a complaint relating to an Unauthorised Payment Operation executed using a Contactless Card, the Bank shall consider whether the Cardholder did not neglect their duties the Cardholder acted negligently or fraudulently based on the results of investigation.

#### X. LIABILITY OF THE BANK AND THE CARDHOLDER

- The Cardholder shall bear liability for all Transactions carried out using Credit Cards issued to their name and shall reimburse the Bank for losses resulting from incorrect use of the Credit Card. The Cardholder is liable for ensuring that Transactions carried out using the Credit Card do not contravene Act No 202/1995, the Foreign Exchange Act, as amended and the act amending and supplementing Act of the Slovak National Council No 372/1990 on infringements, as amended.
- 2. The Bank shall not be liable for losses the that the Cardholder incurs in connection with the use of the Credit Card which are beyond Bank's control (e.g. rejection of a Transaction caused by a fault in the ATM, incorrect execution of Authorisation or its rejection resulting from faults in the processing system of the Authorisation Centre, a power cut, a communications failure etc.). The Bank shall also not be liable if a Point of Sale, other bank or branch of foreign bank does not accept the Credit Card for execution of a Transaction.
- The Cardholder shall bear full liability for transactions resulting from use of the Credit Card from the moment when a temporarily blocked Credit Card is unblocked.
- 4. The Cardholder must take action to prevent the theft, loss or abuse of the Credit Card by unauthorised persons, to protect it against magnetic, mechanical, thermal or chemical damage and to notify the Bank of its loss, theft, damage or destruction, or any unauthorised execution of a payment operation immediately upon becoming aware of the same. In the event of a breach of this provision, the behaviour of the Cardholder shall be deemed negligence, and liability for all resulting losses shall be borne by the Cardholder.

- 5. The Bank is entitled to block the Credit Card, a CNP Transaction or to make a temporary, unilateral reduction in Credit Card Limits for the following reasons:
- a) it suspects unauthorised or fraudulent use of the Credit Card
- it detects circumstances that could affect the security of the Credit Card or otherwise deserve special consideration such as an unauthorised overdraft on the Credit account, a request to open insolvency or restructuring proceedings against the Debtor etc.;
- other reasons that entitle the Bank to terminate the Contract, e.g. the risk of the Debtor's insolvency making them unable to meet their obligations to the Bank
- 6. The Bank will notify the Cardholder of the blocking of the Credit Card before the Credit Card is blocked, or without undue delay after the Credit Card is blocked, by sending an SMS message to the telephone number of the Cardholder that the Cardholder has reported to the Bank. The Bank will likewise inform the Cardholder of the blocking of a CNP Transaction or the temporary unilateral lowering of Limits for the Credit Card by sending an SMS message to the telephone number of the Cardholder that the Bank has in its records.
- 7. The Cardholder shall be liable for losses that occur as a result of the use of a lost or stolen Credit Card or its misuse by a third party as follows:
  - a) up to EUR 50.00 until the moment of submission of a request to block the Credit Card
  - b) in full in the event of negligence of the Cardholder until the moment of submission of a request to block the Credit Card in the Bank
  - c) in full in the event of fraud by the Cardholder until the moment of submission of a request to block the Credit Card.

### XI. CREDIT CARD CANCELLATION AND TERMINATION OF THE CONTRACTUAL RELATIONSHIP

- The Principal Cardholder may request the cancellation of any Additional Card linked to their Credit Account; an Additional Cardholder may request only the cancellation of the Additional Cardissued to their name.
- Losses caused by any abuse of a Credit Card that was cancelled at the written request of a Cardholder shall be borne by the Bank starting from the receipt and entry in the system of a written request for cancellation of the Validity of the Credit Card.
- 3. The Bank may also, without prior notice, cancel the right to use a Credit Card or temporarily or permanently block a Credit Card (this applies mainly to cases involving breach of contractual terms and conditions, the blocking of an account for an enforcement procedure, an overdraft on the account or the suspected abuse of the Credit Card).
- 4. The Contract terminated by agreement of the Debtor and the Bank, by written notice of the Debtor or the Bank without specification of a reason or by closure of the Credit Account.
- 5. The Bank and the Debtor have the right to terminate the Agreement in writing without specifying a reason. The notice period is two months for the Bank and one month for the Debtor. The notice period commences from the day following the next Maturity Date after the delivery of notice to the other party. On the first day of the notice period, the Bank will stop the possibility to draw on the credit and Debtor must return all Credit Cards linked to their Credit Account by this date. The last day of the notice period is the final maturity date of the credit. By this day at the latest, the Debtor

must settle all amounts payable as a result of use of the Principal Card, Additional Cards and the keeping of the Credit Account.

- 6. The Debtor has the right to withdraw from the Agreement without specifying a reason up to 14 calendar days from conclusion of the Agreement. Notice of withdrawal from the Agreement must be sent to the Bank in writing or on another durable medium accessible to the Bank. If the Debtor withdraws from the Contract with final effect, they must the Bank the principal and the interest on this principal from the day when they began drawing in the Credit until the repayment of the principal without delay no later than 30 calendar days from the day of sending of the notice of withdrawal from the Contract to the Bank.
- The Bank issues Credit Cards containing contactless functionality.
  The Bank can block the contactless functionality at the Cardholder's written request.

# XII. CHANGE OF PROVIDED INFORMATION AND REQUESTS RELATING TO PARAMETERS OF THE CREDIT CARD AND SUPPLEMENTARY SERVICES

- The Cardholder is obliged to notify the Bank of any change in the information provided to the Bank in connection with the issuing of a Credit Card (e.g. a change of the address, surname or telephone number of the Cardholder). The Cardholder is responsible for all damages that Bank incurs as a result of non-compliance with this obligation.
- 2. The Bank is entitled at any time to cancel the Supplementary Services (including various types of travel insurance linked to the Credit Card, other insurance types specified in the Bank Price List), or to change the scope and type of the provided services. A description of a new Supplementary Service and the method for activating it or the method for transferring from one Supplementary Service to another will be published on www.csob.sk.
- 3. A Cardholder has the right to make a request in writing for a change in the insurance, the Supplementary Services and can also request the reissuing of a PIN or change the PIN at an ATM up to 35 calendar days before the expiry of the Credit Card. Changes in information, parameters or requirements relating to Credit Cards can also be made using contractually agreed ČSOB Electronic and Mobile Banking services from the offer published on www.csob.sk. If the Cardholder requests the resending of the PIN, the Bank will provide this service within the standard notice period not as an express service.
- 4. The Cardholder is entitled to use the Smartbanking application to request the Bank to make changes to the following parameters of the Credit Card:
  - temporary blocking of the Credit Card
  - unblocking of a temporarily blocked Credit Card (only the Principal Cardholder can request this)
  - activation of the Secured Internet Payment service, setting up of the service, change of the limit for Secured Internet Payment up to the overall limit for the Credit Card and change of the telephone number for the Secured Internet Payment service.
- 5. Temporary blocking of the Credit Card in the Smartbanking application is intended to be used in cases where the Cardholder does not have full control over the Credit Card and for this reason wishes to temporarily disable it. A temporarily blocked Credit Card can be unblocked only by the Cardholder using the Smartbanking application or by submission of a request in a branch of the Bank, and that only after it has been verified that the Cardholder has the Credit Card in his/her physical possession and that in no case has

there been a leak of information from the Credit Card or disclosure of any data about the Credit Card, in particular the Credit Card's number, validity, CVC/CVV code or PIN to a third party. The Bank shall consider any breach of these obligations to be negligence on the part of the Cardholder.

### XIII. SUPPLEMENTARY SERVICES

- The Bank is entitled at any time to cancel the Supplementary Services (including various types of travel insurance linked to the Credit Card other insurance types specified in the Bank Price List), or to change the scope and type of the provided services. A description of a new Supplementary Service and the method for activating it or the method for transferring from one Supplementary Service to another will be published on the Bank's website www.csob.sk.
- 2. The Mastercard Cardholder hereby gives consent for the Bank to enter them in the Priceless Specials loyalty programme managed by the card company Mastercard.
- 3. The Priceless Specials loyalty programme allows a Mastercard Cardholder to receive loyalty benefits from programme partners for purchases of goods or services paid for using a Credit Card. Loyalty bonuses in the form of funds are credits to the account for which the Payment Card is issued in accordance with the terms and conditions of the programme, whose full text is published on http://www.pricelessspecials.sk/.
- 4. The Mastercard Cardholder hereby gives consent for the processing of information on their Credit Card (e.g. its number and validity period) and transactions executed within the Priceless Specials loyalty programme for the purposes of providing programme service.
- The Bank is not liable for services provided in the Priceless Specials programme. The Mastercard Card Company is fully responsible for the services, including the calculation of loyalty bonuses.
- 6. The Cardholder has the right to request withdrawal from the Priceless Specials programme, in which case the Bank is obliged to terminate the Cardholder's membership in the programme without undue delay. The Cardholder is entitled to request cancellation of membership by visiting a branch of the Bank in person.
- 7. The MasterCard® ELITE program is a set of benefits, rewards and other services provided by merchants to holders of Mastercard premium and business cards.
  - The full terms and conditions for obtaining benefits and bonuses are set out on http://www.eliteprogram.sk/. Mastercard is full responsible for the services.

#### XIV. RIGHTS OF THE BANK

- On occurrence of an event that constitutes or entails a substantial change in circumstances under which the Contract was concluded, and which may, in the Bank's opinion, jeopardise timely and comprehensive satisfaction of obligations resulting from the Contract, in particular the following:
  - a) arrears on any amount to be repaid to the Bank under the Contract
  - the Debtor gets into arrears on any obligations to the Bank or their declarations are proved to be untruthful, inaccurate or incomplete
  - c) negative changes in the state of the Debtor's assets or finances
  - d) the Bank becomes aware that the Debtor provided untruthful information or falsified documents to the Bank.
- 2. On occurrence of even one of the events listed under point (1) of this article, the Bank is entitled, based on a written Bank Notice, at any time:

- a) to restrict or stop use of the Credit Limit
- to declare payable all receivables from the provided Credit by a written Bank Notice sent to the Debtor including information on the maturity date
- c) to realise the collateral for the Credit Limit provided by the Debtor or third parties
- d) to demand the return of Credit Cards issued to the Debtor and another persons selected by the Debtor
- The Bank is entitled to change the type of Credit Card issued originally for a type of Credit Card that permits the Cardholder to execute at least the same types of Transactions as the type of Credit Card issued originally.
- The Bank is entitled to block a CNP Transaction for reasons as follows:
  - a) reasons relating to Credit Card security;
  - b) it suspects unauthorised or fraudulent use of the Credit Card.

#### XV. FINAL PROVISIONS

- 1. The Bank's correspondence address for written communication is: Československá obchodná Banka, a.s., Žižkova 11, 811 02 Bratislava. The correspondence address for written material addressed to the Cardholder is the correspondence address for the delivery of written communication reported to the Bank by the Cardholder. The Bank will send all written material for the Cardholder to the Cardholder's correspondence address specified in the Credit Card Application applying the rules for delivery laid down in the GBC and these Terms and Conditions. A Cardholder is obliged to notify the Bank in writing of any change in the correspondence address, contact telephone number or e-mail address of the Cardholder.
- 2. The Bank has the right to unilaterally amend these Terms and Conditions but must publish comprehensible information in Slovak about every amendment on its website and in the customer areas of its branches at least 15 days before the amendment's entry into effect, unless a separate regulation stipulates otherwise or if the Bank and the client do not agree otherwise.
- 3. The Bank is entitled to unilaterally amend the Contractual terms provided that Debtor is informed of these changes and the possibility to terminate the Contract without undue delay, in which case the Debtor has the right to terminate the Contract free of charge and with immediate effect. The inclusion of Information in the Statement is considered to be information in writing.
- Publication means making a document or information available in the Bank's customer areas and/or on the Bank's website www.csob.sk, whereupon the document and/or information takes effect.
- 5. These Terms and Conditions replace the Terms and Conditions Governing the Issuance and Use of ČSOB Credit Cards effective from 01/01/2019 and enter into force and effect from 01/09/2020.