TERMS & CONDITIONS FOR THE ISSUANCE AND USE OF A DEBIT CARD

Československá obchodná banka, a. s. (hereinafter simply the “Bank”) in accordance with Act No. 492/2009 Coll. on payment services and on the amendment of certain acts, as amended, and in accordance with the Card Association Rules, issues the following Terms & Conditions for the Issuance and Use of a Debit Card (hereinafter simply the "Terms & Conditions").

I. General provisions

1. These Terms & Conditions arrange relations between the Bank, Account Holder and Cardholder that arise upon the issuance and use of Debit Cards. The Bank issues to the Cardholder a Debit Card (hereinafter simply the “Payment Card”) according to the current offered range, as follows:
   ▪ to the account(s) denominated in euros;
   ▪ to the account(s) denominated in selected foreign currencies (hereinafter simply the “Account”);
   on the basis of an Application for the Issuance and Use of a Debit Card (hereinafter simply the “Application”). This, upon its signing by the Account Holder, Cardholder and the Bank becomes a part of the respective Contract on the Issuance and Use of a Debit Card.

2. The current offered range of Payment Cards and accompanying Complementary Services is published by the Bank in its information materials available at all Bank branches or on the website www.csob.sk.

3. Legal relationships relating to the issuance and use of Payment Cards are governed primarily by Act no. 40/1964 Coll. the Civil Code, as amended (hereinafter simply the "Civil Code"), Act no. 492/2009 Coll. on payment services and on the amendment of certain acts, as amended (hereinafter simply the "Payment Services Act") and Act no. 483/2001 Coll. on banks, as amended (hereinafter simply the "Banking Act”).

4. The Payment Card remains the property of the Bank and only the right to use it passes to the Cardholder.

5. For communication with the Bank the Cardholder and Account Holder shall use the Call Centre, a Bank branch or the ČSOB electronic banking services. If a given service or method of communication by means of the ČSOB electronic banking services is enabled by the Bank, and unless explicitly stated otherwise in these Terms & Conditions, communication by means of the ČSOB electronic banking services shall be equivalent to communication via a Bank branch.
II. Definitions of terms

**Account Holder** is a natural person – consumer, natural person – entrepreneur, or legal entity who has opened a current account at the Bank on the basis of a specific agreement, and in respect of which the Payment Card is issued.

**Acquirer** is a bank or other legal entity holding a licence from the respective Card Company and authorised to acquire Payment Cards.

**Application for the Issuance and Use of a Debit Card** is a request by the Cardholder to the Bank for a Payment Card to be issued in respect of the Account Holder’s current account in accordance with these Terms & Conditions.

**ATM** (Automated Teller Machine) is an electronic device with automatic verification of the Payment Card as well as of data on its Cardholder, bearing the logo of the respective international Card Company, enabling the Cardholder to withdraw cash or perform other services by means of the Payment Card.

**Authentication Procedure** is the procedure used to verify the Cardholder’s identity when making a Transaction (in particular by means of the PIN, Cardholder’s signature, CVC2/CVV2, security code received via SMS, written confirmation in the case of CNP Transactions).

**Authorisation** is the Cardholder’s consent to the Transaction’s execution, given prior to its execution and in the form and by the procedure agreed in these Terms & Conditions. If there is no consent to the Transaction’s execution, the Transaction shall be considered unauthorised.

**Authorisation Centre** is the place by means of which it is verified whether the balance on the Account is sufficient to cover payments made using the Payment Card.

**Authorised Transaction** is a Transaction made using a Payment Card and by reading data from the Chip and Magnetic Strip, and to the execution of which the Cardholder has granted consent:

- by using any of the Authentication Procedures, or
- through the use itself of the Payment Card, even without using the Authentication Procedure, in the case of special types of Transactions, e.g. using a self-service terminal, paying for travel tickets, tolls, parking fees, or making Contactless Transactions, or in the case of a Transaction made with the Cardholder's written consent (for example a MO/TO transaction).

Transactions authorised in this manner are irrevocable.

**Bank** ("the Bank") means Československá obchodná banka, a. s., registered office: Žižkova 11, 811 02 Bratislava, corporate registration no.: 36854140, entered in the Commercial Register of Bratislava I District Court, Section Sa, file no.: 4314/B.

**Bank’s Table of Fees** means the Table of Fees for Natural Persons, Table of Fees for Entrepreneurs and Legal Entities, Table of Fees for Corporate Clients and Financial Institutions, specifying all the Bank’s fees in accordance with which the Bank charges the Cardholder fees for services provided and for Transactions made in the manner set out in these Terms & Conditions.

**Blocked Card** is a Payment Card the use of which has been temporarily or permanently restricted from the side of the Bank.

**Card Company** (Mastercard, VISA) is a foreign legal entity which licences banks to issue and acquire Payment Cards and creates rules and regulations for the provision of these activities.

**Cardholder** is a natural person whose name and surname are stated on the Payment Card and who is the sole person entitled to use the Payment Card for performing individual Transactions permitted
by the Bank, i.e. the authorised Cardholder. This may be the Account Holder, or another person
designated by the Account Holder.

**Cash Advance** is a cash withdrawal, usually at exchange offices or at bank branches by means of
an imprinter device, or at merchants via a POS Terminal.

**Cash Back** is a cash withdrawal at a Merchant’s Point of Sale, which is conditional upon a
Transaction for the purchase of goods or services.

**Chargeback** is a justified Claim regarding a Transaction, filed by the Cardholder against the Bank
or Merchant in relation to a transfer (return) of the respective Transaction to the Account Holder and
the fee to the Bank.

**Chip** is an integrated electronic circuit containing a microcomputer, enabling secure storage and
retrieval of data relating to the Payment Card.

**Claim** is a written request by the Account Holder or Cardholder for investigation of a disputed
Transaction.

**CNP Transaction** (Card Not Present) includes all types of Transactions made without the physical
presence of the Payment Card. CNP Transactions are usually made at a Merchant over the Internet,
by telephone, fax or e-mail, by manually entering the Payment Card number, expiry date, CVV or
CVC, and the required payment amount for the purchase of goods or services.

**Complementary Services** mean complementary services in respect of a Payment Card that a
Cardholder may use under agreement with the Bank. The level of fees for Complementary Services
is set out in the Table of Fees; the specification and scope of Complementary Services that the
Cardholder is entitled to use is published by the Bank on its website www.csob.sk.

**Contactless Transaction** is a Transaction made by placing a Contactless Card against the
contactless sensor of a POS Terminal, or ATM; in the case of payments up to €20 it is not normally
necessary to authorise the Transaction PIN. The amount of a Contactless Transaction for which PIN
entry is not required may differ between regions; it is set in the local currency by the Card Company
VISA or Mastercard for each country separately.

**Corporate Card** is a type of Payment Card that is issued to the current account of a legal entity or
to the current account of a natural person – entrepreneur.

**CVC2/CVV2** (CVC 2 (Mastercard) – card verification code; CVV 2 (VISA) – card validity value) is a
security code printed as the last 3 digits on the Signature Strip of a Payment Card which is normally
used in authenticating the Cardholder in CNP Transactions.

**Debit Card** (hereinafter simply “Payment Card”) is an electronic means of payment issued by the
Bank in respect of an Account Holder’s account that through its appearance, layout of data and
protection features corresponds in both its front and rear to the respective Card Company’s
specifications. By means of a Payment Card it is possible to make cashless payments for goods and
services and cash withdrawals or cash deposit via a Bank ATM in favour of the Account Holder’s
Account. Depending on the data reading technology used, Payment Cards are issued with
contactless functionality, enabling payment in a contactless or contact manner. A Payment Card
may be issued on various media such as plastic, a sticker, a watch, built in a mobile telephone, etc..

**Dynamic Currency Conversion** (hereinafter simply “DCC”) is a service enabling a Transaction in
a foreign currency with immediate conversion into euro using a commercial conversion rate set by
the Acquirer.
General Business Terms & Conditions of the Bank are the conditions that the Bank issues, and which are available at the operating premises of all the Bank’s branches and on the Bank’s website www.csob.sk.

Internet Merchant is a Merchant selling goods or services via the Internet and accepting Payment Cards via the Internet by means of an Acquirer.

Internet Transaction is a type of CNP Transaction made at an Internet Merchant by manually entering the Payment Card number, expiration date, CVV2 or CVC2 via an electronic device connected to the Internet.

Limit determines the maximum amount of funds that can be drawn by means of a Payment Card for the agreed period, provided there is a sufficient balance on the account in respect of which the Payment Card is issued; the agreed period may be one day or one month. The Limit for a secure Internet payment may be higher than the payment card limit.

Magnetic Strip is a magnetically encoded record of information relating to the Payment Card and its Holders and Account Holder. It is located on the rear of the Payment Card.

Merchant is a legal entity or natural person – entrepreneur who accepts Payment Cards as a means of payment at its point of sale for the purpose of payment for goods or services provided.

MO/TO Transaction (mail order/telephone order transaction) is a type of CNP Transaction initiated by telephone or written consent by the Cardholder, and made without the Payment Card being physically present by way of manually entering the Payment Card number, expiration date, CVV2 or CVC2 and the requested payment amount for the purchase of goods or services.

PIN is a personal identification number notified solely to the Cardholder, enabling the Cardholder to be identified when using the Payment Card at an ATM or POS Terminal. The Bank shall allow the client to take over a PIN from an already existing active Payment Card.

Point of Sale is a place marked with the logo of an international Card Company, allowing the Cardholder to make payments for goods or services by Payment Card.

POS Terminal (EFT POS - Electronic Funds Transfer at Point of Sale) is a device for the electronic processing of Payment Card Transactions, located at the Merchant on the basis of a contract with the Bank.

Priceless Specials program is a loyalty programme for Mastercard cardholders.

Return of Goods is a Transaction paid by a Payment Card at a POS Terminal at a Merchant, with the aid of which the Merchant can return a certain amount paid by the Payment Card to the Account Holder’s account in respect of which the Payment Card was issued.

Sales Slip is a confirmation on payment made by means of a Payment Card at a POS Terminal or Imprinter, confirming the provided services, purchase of goods, signed by the Cardholder.

Secure Internet Merchant is an Internet Merchant which accepts Payment Cards via the Internet by means of an Acquirer, with Cardholder authentication via the 3D Secure Protocol branded either “Verified by VISA” or “Mastercard SecureCode”, depending on the type of Payment Card.

Secure Internet Payment is a service provided by the Bank for making a Secure Internet Transaction.

Secure Internet Transaction is an Internet payment made using a Payment Card by means of the Internet at the Acquirer of a Secure Internet Merchant authenticated by the Cardholder via an SMS code. The SMS code serves for authenticating Secure Internet Transactions.

Signature Strip is a strip on the rear of the Payment Card on which the Cardholder’s Specimen Signature is to be written.
**SmartBanking** is a mobile application of the Bank providing an authorised person access to the Account Holder's account and to selected information as detailed on [www.csob.sk](http://www.csob.sk).

**Specimen Signature** is the Cardholder’s signature on the Signature Strip.

**Transaction** is any payment operation (payment for goods and services, cash withdrawal) made using the Payment Card, or by means of data from the Payment Card (payment for goods and services via the Internet).

**Unauthorised Payment Operation** is a Transaction made using a Payment Card to which the Cardholder did not give consent and which fulfils none of the requisites of an Authorised Transaction.

### III. Issuance of a Payment Card

1. There is no legal claim to issuance of a Payment Card. A Payment Card is issued by the Bank principally to the Cardholder’s name and surname, and it is not transferable. The Bank may refuse an Account Holder’s request for issuance of a Payment Card, without stating the reason.
2. The Account Holder can submit the Application at any Bank branch.
3. The Bank reserves the right to deliver the issued Payment Card to the Cardholder in the agreed manner, either by post or via the Bank’s branch. The Bank shall send the Payment Card to the Cardholder’s correspondence address. In the case of the Cardholder requesting delivery of the Payment Card to his address abroad, the Bank may send the Payment Card to this address of the Cardholder only following the Cardholder's prior written express consent to paying the increased costs to the Bank for payment card delivery. The Cardholder is obliged, upon receiving the envelope containing the Payment Card, to check, without undue delay, that the envelope has not been opened and that the data on the Payment Card is correct. In the event that the envelope has been damaged or the data on the Payment Card is incorrect, the Cardholder shall promptly notify the Bank of this fact.
4. Following notification from the Cardholder that the Payment Card has not been delivered, the Bank shall block the Payment Card without undue delay.
5. Unless agreed otherwise, if the Cardholder does not receive, within 20 days from submitting an Application, or within 20 days following the expiry of a Payment Card’s Validity in the case of Payment Card renewal, a Payment Card by post, the Cardholder is required to promptly inform the Bank of this fact.
6. The Cardholder activates the Payment Card by way of the first use of the Payment Card at an ATM or POS Terminal (by reading data directly through contact with the Chip) and by entering the correct PIN and making a contact Transaction.
7. A Payment Card is valid up to the last day in the month of its expiry. Card renewal is automatic. In the event that the Cardholder does not consent to its renewal, the Cardholder shall inform the Bank of this fact no later than 6 weeks prior to the end of the Payment Card’s validity.
IV. Receipt, safekeeping and delivery of a Payment Card

1. Upon receipt of the Payment Card, the Cardholder has the right to use it for the period of the Payment Card validity. Also from this moment the Cardholder assumes liability for all Transactions made using the Payment Card issued to his name.

2. If the Cardholder takes receipt of the Payment Card at the Bank, the Cardholder is obliged to sign the Payment Card on the Signature Strip in the presence of the Bank employee who hands the Payment Card over to the Cardholder and who verifies his identity. The Cardholder confirms receipt of the Payment Card by signing the Payment Card Takeover Protocol, containing the Payment Card number issued to the Cardholder, which serves for precisely identifying the Cardholder and the Payment Card itself. The Cardholder’s signature on the Payment Card Takeover Protocol must be identical to the signature on the Signature Strip on the Payment Card. If the Cardholder so requests, the Bank shall give him a copy of the Payment Card Takeover Protocol.

3. Upon receiving a Payment Card by post, the Cardholder is required to sign the Payment Card on the Signature Strip on the rear of the Payment Card. It is the responsibility of the Cardholder to keep the Payment Card separately from other banking documentation in a secure place, i.e. in a place that is not freely accessible to third parties and which is protected against tampering by third parties. It is the responsibility of the Cardholder to take individual security measures as prevent misuse, damage, loss or theft of the Payment Card (e.g. to keep the Payment Card separately from your personal documents, in particular, from information on the PIN code. The cardholder is required, after each use of the Payment Card, put it away in a secure place; to not entrust/lend it to third parties; to protect the Payment Card against the effects of, for example, magnetic fields, etc.).

V. Receipt, display and safekeeping of the PIN

1. The PIN is handed over to the Cardholder at the Bank branch holding the Account Holder’s account. The Cardholder may ask to take receipt of the PIN at a branch other than the Bank branch holding the Account Holder’s account. The Bank may also deliver the PIN to the Cardholder by registered mail at the Cardholder’s cost to the correspondence address stated by the Cardholder in the Application.

2. In the case that the Cardholder has asked that the PIN be taken over from the Cardholder’s other active payment card, the PIN will not be sent to the branch or the Cardholder’s address.

3. It is the Cardholder’s obligation upon taking receipt of the envelope containing the PIN to check that the envelope has not been tampered with or unsealed. If the Cardholder takes receipt of the envelope containing the PIN at a Bank branch and finds that the envelope has been tampered with or unsealed, the Cardholder shall refuse to take receipt of the envelope containing the PIN and the Bank shall issue the Cardholder a different Payment Card with a different PIN free of charge. Where the PIN is delivered by post to the Cardholder’s correspondence address, and the
Cardholder finds that the envelope containing the PIN has been tampered with or unsealed, the Cardholder shall immediately inform the Bank of this, whereupon the Bank shall issue the Cardholder with a different Payment Card with a different PIN free of charge.

4. The Bank shall communicate the PIN solely to the Cardholder. The Cardholder is required to follow the instruction stated in the envelope containing the PIN as regards the order to destruct the envelope immediately after familiarising himself with the PIN. The PIN may not be disclosed in any way whatsoever to a third person or recorded in any place. The Cardholder is required to prevent disclosure of the PIN also when entering it at an ATM or POS Terminal (for example by covering the keypad with the other hand, etc.). Otherwise, the Account Holder shall be liable for any damage caused by negligence or failure to comply with this obligation.

5. The Bank shall provide the Cardholder the option to electronically display the PIN code, using the Internetbanking 24 or BusinessBanking Lite electronic banking services. In such case, the PIN will not be printed and will not be distributed to the branch.

6. The Bank does not keep any records on the PIN.

VI. Procedure for proper and secure use of the Payment Card and PIN

1. Places where a Payment Card may be used are branded with the logo of the respective Card Company (e.g. Mastercard, VISA), or the Payment Card type (VISA Electron) and are consistent with the logo indicated on the Payment Card.

2. A Payment Card may not be used for Transactions that would contravene the generally binding legal regulations applicable in the place of making such Transactions.

3. When making Transactions the Cardholder shall follow the instructions of the POS Terminal or ATM pursuant to the Security Rules for the Use of Payment Cards, as published also at www.csob.sk.

4. In the event that a Payment Card has been retained by an ATM of the Bank, the Account Holder or Cardholder may request that the Bank return it, by way of a visit in person to any branch of the Bank within 30 days of its retention. Else, the Bank reserves the right to cancel the Payment Card after the set period.

5. The Cardholder is required to prevent disclosure of Payment Card data. In the case of Internet Transactions, the Cardholder has fulfilled this obligation only if the Secure Internet Payment Service has been activated for such Payment Card. Failure to comply with this obligation by the Cardholder, irrespective of whether it arose as a result of culpable conduct or negligence, it shall be considered a violation of the Cardholder’s obligations and the Account Holder shall be fully liable for any damage incurred through such action up to the moment of notifying the Bank of the relevant circumstances (concerning the misuse or unauthorised use of the Payment Card).

6. In the interest of protecting a Cardholder, a member of staff of the Point of Sale has at any time the right to request proof of identity from the Cardholder.

In case of doubt and/or also as a result of the Authorisation the employee is entitled to not execute the Transaction, and to retain the Payment Card and to destroy it before the eyes of the
unauthorised Cardholder, with the obligation to issue the unauthorised Cardholder a confirmation on the Payment Card’s retention.

7. When using a Payment Card the Cardholder authorises (i.e. grants his consent to the Transaction) and is required to identify himself in the following way:
   a. in case of a Transaction made via an ATM, by inserting the Payment Card into the ATM, by reading data from the Chip and by entering the PIN;
   b. in the case of a Transaction made via an ATM, by placing the Payment Card against the ATM’s contactless reader, by reading data from the Chip and by entering the PIN;
   c. in the case of cashless and cash (Cash Back, Cash Advance) Transactions made via a POS Terminal, by inserting the Payment Card in the POS, by reading data from the Chip and by entering the PIN;
   d. in the case of cashless and cash (Cash Back, Cash Advance) Transactions made via a POS Terminal, by inserting the Payment Card in the POS, by reading the Magnetic Strip and by entering the PIN or by the Cardholder’s signature;
   e. in the case of Contactless Transactions, by placing the Payment Card against the POS Terminal, by reading data from the Chip, without the need to enter the PIN or signature;
   f. in the case of contactless transactions, by placing the Payment Card against the POS Terminal, by reading data from the Chip and by entering the PIN;
   g. through the use itself of the Payment Card and by reading data from the Payment Card Chip, also without using the Authentication Procedure, in the case of special transactions in making low value transactions, for example when using a self-service terminal, in paying for travel tickets, tolls or parking fees, etc.;
   h. for all Transactions at an Internet Merchant, by entering the Payment Card number, its validity period and the CVC2 or CVV2 of the Payment Card;
   i. for secure payment Transactions at a Secure Internet Merchant, by entering the Payment Card number, its validity period and the CVC2 or CVV2 of the Payment Card and also by entering the security code for the given Transactions sent by SMS to the Cardholder from the side of the Bank to the mobile phone number notified to the Bank by the Cardholder;
   j. for other CNP Transactions, by manually entering the Payment Card number, its validity period and/or the CVC2 or CVV2 of the Payment Card;
   k. in the case of other transactions, in the manner necessary for executing the transaction, as defined by the Acquirer or required by the Merchant;
   l. in transactions initiated by a Merchant on the basis of the Cardholder’s prior written consent. The Bank considers the Cardholder’s registration at the Merchant to constitute such consent; this concerns in particular regularly repeating payments and/or the saving of the Payment Card’s number in the Merchant’s systems;
   m. in the case of other Transactions for the performance of which the Cardholder has granted its indisputable consent.

8. The Bank has the right to refuse any Transaction that is contrary to generally binding legal regulations, General Business Terms & Conditions, these Terms & Conditions, or if it has
reasonable grounds to suspect a possible conflict with the terms and conditions of the respective Card Companies.

9. If for a Transaction by a Payment Card an incorrect PIN has been repeatedly entered (3 times), the Bank shall, for security reasons, automatically block the Payment Card (temporary blocking). Full functionality of the Payment Card will be normally restored on the first day on which the Cardholder becomes entitled to draw a new limit on the Payment Card.

VII. Liability of the Bank and the Cardholder

1. The Cardholder shall be responsible for ensuring that all Transaction made by the Payment Card are not at variance with the provisions of Act no. 202/1995 Coll. the Foreign Exchange Act and the act amending Act of the Slovak National Council no. 372/1990 Coll. on offences, as later amended.

2. The Bank shall not be liable for any damage incurred by the Cardholder in connection with the use of the Payment Card as a result of circumstances beyond the control of the Bank (e.g. due to the denial of a Transaction caused by a faulty ATM, incorrect Authorisation or denial of Authorisation, as a result of a fault on the Authorisation Centre processing system, a power outage, failure of transmission lines, etc.). The Bank shall also not be liable in the event that a Point of Sale, other bank or branch of a foreign bank does not accept the Payment Card for making a Transaction.

3. The Account Holder shall be liable for all Transactions made using Payment Cards issued in respect of his account and is obliged to compensate the Bank for any damage caused to it through improper use of the Payment Card.

4. The Cardholder shall bear full liability for all Transactions arisen from use of the Payment Card from the moment of unblocking a temporarily blocked Payment Card.

5. The Cardholder has the right to make Transactions using the Payment Card only within the set Limit at maximum up to the available account balance. It is the responsibility of the Account Holder and/or the Cardholder to continuously monitor and check the amounts of Transactions made by means of the Payment Card and to avoid over-drawing the available account balance. Transactions are cleared with a time delay. The Account Holder shall nevertheless be liable for all Transactions regardless of the Limit and shall be required to compensate for any damage caused to the Bank, including any over-drawing of the available balance (unauthorised overdraft) under the account agreement.

6. In the case of over-drawing funds on the account up to the amount of the unauthorised debit balance without contractual agreement, the unauthorised overdraft shall accrue interest at the current debit interest rate declared by the Bank and published in the document “Interest Rates Overview”. Information on current interest rates is available at the operating premises of Bank branches and on the website www.csob.sk.
7. The Bank is entitled to change the type of originally issued Payment Card at any time during the course of the contractual relationship to a type of Payment Card that allows the Cardholder to make at least the same types of Transaction as the originally issued Payment Card type.

8. The Bank is entitled to block a Payment Card, CNP Transaction or temporarily unilaterally reduce limits on the Payment Card for the reasons:
   a. suspicion of unauthorised or fraudulent use of the Payment Card;
   b. concerning security of the Payment Card or other cases worthy of specific regard, in particular due to an unauthorised overdraft arisen on the Account, a petition for the commencement of bankruptcy or restructuring on the Account Holder’s assets, etc.;
   c. for other reasons for which the Bank may terminate the contract, e.g. risk of the Account Holder’s insolvency to fulfil its obligations toward the Bank.

9. The Bank shall notify the Cardholder (or Account Holder) that the Payment Card has been blocked, including the reasons for this blocking, before blocking the Payment Card or immediately after blocking the Payment Card, unless specific legal regulations stipulate otherwise, and this by sending an SMS to the Cardholder’s (or Account Holder’s) phone number that the Cardholder (or Account Holder) communicated to the Bank. The Bank shall inform the Cardholder (or Account Holder) that a CNP transaction has been blocked, or that there has been a temporary unilateral decrease in limits on the Payment Card, by sending an SMS message to the Cardholder’s (or Account Holder’s) telephone number that the Bank has in its information systems.

10. The Cardholder is required to act so as to prevent the theft, loss or misuse of the Payment Card by unauthorised persons, to protect it against magnetic, mechanical, thermal and chemical damage and to notify the Bank of the loss, theft, damage, misuse or Unauthorised execution of a payment operation immediately upon learning of this. In the case of a breach of this provision, the Cardholder’s conduct shall be deemed negligence, in consequence of which all losses shall be borne by the Account Holder.

11. The Account Holder shall bear a loss incurred through the use of a lost or stolen Payment Card or in consequence of its misuse by a third party, as follows:
   a. up to the amount of €50 up to the moment of submitting a request for blocking the Payment Card;
   b. in the full scope in the case of the Cardholder’s negligence, up to the moment of submitting a request for blocking the Payment Card at the Bank;
   c. in the full scope in the case of fraudulent conduct from the side of the Cardholder, and this even after submitting a request for blocking the Payment Card at the Bank.

VIII. Fees

1. The Bank shall charge the Cardholder fees according to the Bank’s current Table of Fees, which is available at all Bank branches and on the Bank’s website www.csob.sk. The Bank and the Account Holder have agreed that the Bank is entitled to collect from the Account Holder’s account amounts representing the fees for issuing the Payment Card, for Complementary Services and
for insurance in respect of the Payment Card, as well as fees for Transactions made using the Payment Card issued in respect of the Account Holder’s account.

IX. Periods and manner of clearing Payment Card Transactions

1. The Bank performs clearing of all Payment Card Transactions to the debit of the Account Holder’s account in respect of which the Payment Card has been issued.

2. Any transaction made by Payment Card is normally charged by the Bank on the next working day following receipt of the accounting advice from the Acquirer. Clearing of a Payment Card Transaction is performed in accordance with the rules of the respective Card Company. Following a successfully authorised Transaction (i.e. the Transaction was approved by the Cardholder and the Bank) the Account Holder’s available balance is normally reduced in the form of a temporary blocking of funds in the amount in which the Transaction was made. In the case that the Transaction was made in a currency different to that in which is held the account in respect of which the payment card is issued, this value shall be converted to the Account’s denomination currency. This amount is normally different from the value that is actually charged to the Account Holder.

3. In the case of the Cardholder having requested so, the Bank shall send an SMS message on the Authorisation made for a Payment made using the Payment Card and its amount. In the case of a payment card transaction made in a foreign currency, the SMS message on the Transaction amount is only of an informative nature.

4. In the case of Payment Card Transactions made abroad, the conversion of a Transaction amount denominated in a Transaction currency other than the euro to the Transaction clearing currency (the euro) at the Bank shall use the sell rate set by the Bank (exchange rate schedule) valid on the day of Transaction clearing at the Bank. Conversion of a Transaction amount denominated in the Transaction clearing currency at the Bank to the currency (other than the euro) in which the Account Holder’s account is held shall use the buy rate set by the Bank (exchange rate schedule) valid on the day of Transaction processing at the Bank. Where the Account Holder’s account is held in the currency in which the Bank clears Transactions, the Bank when charging a (euro denominated) Transaction shall not convert a Transaction amount denominated in the Transaction clearing currency (the euro) to the currency in which the Account Holder’s account is held. No currency conversion is performed if the currency in which the Transaction is made is the same as the currency in which the Account Holder’s account is held.

5. In the case that the currency in which the Transaction was made, is not listed in the Bank’s exchange rate schedule, or is listed in the Bank’s exchange rate schedule but is CNY (Chinese yen), the conversion of the Transaction amount denominated in the Transaction currency to the Transaction clearing currency (the euro) at the Bank shall use the exchange rate of this currency to the Card Company’s reference currency set by the Card Company and then the Transaction amount denominated in the reference currency shall be converted to the Transaction clearing currency (the euro) at the Bank.
6. In Transactions where the DCC service was used, the Transaction is cleared at the commercial conversion rate defined by the Acquirer. The Bank processes Transactions in the euro currency, i.e. the Transaction clearing currency is the euro.

7. In the case of a Payment Card payment made abroad there may arise a foreign exchange difference as a result of the conversion of the Transaction amount to the clearing currency and subsequently to the account currency. In the case that a credit Transaction is made in respect of a previous debit Transaction (Return of Goods), and this Transaction was made at a point of sale processed by a different bank, the Bank shall bear no liability for any difference in the converted amounts, arisen in consequence of the time delay between the clearing of the debit and credit Transactions.

The Bank is entitled to charge a Transaction within 30 calendar days following the date of the Transaction being made. Pursuant to the Banking Act the Bank shall keep internal records allowing retrospective searching for a Transaction and for error correction. It is the responsibility of the Cardholder to regularly check Payment Card Transactions, where electronic information channels may be used for this, and which allow any Claim to be made in a timely manner.

8. The Account Holder is informed of charged Transactions in the account statement, where there is stated the abbreviated Payment Card number, place, date, amount and currency of the Transaction.

9. In the case that the Cardholder is sent the amount of the Payment Card Transaction for a service cancelled or not supplied by the Merchant, and also the Cardholder has the account to the Payment Card at the Bank cancelled, the Cardholder shall have the right, at a visit in person to a branch, to request the Bank to send this Transaction amount to an account stated by him held at a different bank.

X. Claims, procedures and handling times

1. If the Account Holder or Cardholder disagrees with a cleared Transaction, they have the right to file a Claim. The Account Holder or Cardholder is required to file a Claim in the manner specified by the Bank according to the Bank’s applicable Claims Code, promptly following the day of finding this fact, though not later than 13 months from the date of making the Transaction.

2. The Account Holder or Cardholder is obliged to present available documentation relating to the disputed Transaction (the Cardholder’s declaration on the disputed Transaction, copies of Sales Slips, a document concerning the Transaction’s cancellation, a copy of the Statement with the claimed Transaction marked, etc.). The Bank is entitled to require, in addition to the listed documents, also further documents necessary for proving the eligibility of the account holder’s or Cardholder’s claim. In case where the documentation necessary for handling the Claim is not duly delivered to the Bank within the agreed period, the Bank shall be entitled to suspend the Claim proceedings until the documents have been presented, whereupon the Claim shall be deemed filed.
3. It is the responsibility of the Account Holder or Cardholder, in the case of a Claim concerning a disputed Transaction with suspicion of Payment Card misuse (e.g. card forgery, Internet, ATM), to hand in to the Bank the Payment Card to which the disputed Transaction relates. This obligation shall not apply in the case of Payment Card loss or theft having been duly reported to the Bank.
4. The Bank shall file the Transaction Claim at the Acquirer only following the submission of all documents it has requested.
5. The Bank shall decide on the eligibility of a Claim without undue delay, though no later than 15 working days from the delivery date of the Claim in the manner agreed according to the Bank’s Claims Code. In justified cases, where it is not possible to comply with the period of 15 working days, the Bank is obliged to provide the Cardholder within this term a preliminary response to the Claim filed, also with a deadline for a final answer. The term for delivery of the final answer may not exceed 35 days.
6. In the case that it concerns a Payment Card Transaction made in a currency other than euro, complete handling of the claim may take up to 6 months.
7. When charging Transactions made by Payment Cards abroad, the Bank shall not recognise a Claim relating to an amount arising through the exchange rate difference between the day of making the Transaction and the day of charging the Transaction.
8. The Bank shall not be liable for defects in the goods or services that were paid for by the Payment Card. The Cardholder is required to make this type of claim at the place of purchase.
9. If the Account Holder or Cardholder are unsuccessful in claiming a disputed Transaction in accordance with these Terms & Conditions, or in seeking a different remedy at the Bank, they have the right to turn to the competent court, or an arbitration court that decides these disputes.

XI. Loss, theft and misuse of a Payment Card

1. It is the responsibility of the Cardholder to inform the Bank of the loss, theft or misuse of the Payment Card or of an Unauthorised Payment Operation, immediately after learning of this, on the telephone number +421 2 5966 8230, or in person at any Bank branch. This telephone number is also stated on the rear of the Payment Card. If there is any change to this telephone number, the Bank shall inform the Cardholder of this in writing. If the Cardholder suspects misuse of the Payment Card, the Cardholder is required to also report this to the SR Police. The Cardholder is obliged, when informing the Bank, to give identification data on his person and on the Payment Card (if unable to give the Payment Card number, he shall state other data on the basis of which it is possible to uniquely identify the Cardholder and Payment Card, for example the account number, birth identification number, or password, etc.). The Bank has the right to record the telephone call.
2. In exceptional cases the Bank shall block the Payment Card also on the basis of a report from a third party, where in so doing it shall verify the eligibility of the blocking request received. The Bank in such case shall bear no liability for any unauthorised blocking of the Payment Card.
3. Any Payment Card reported as lost, stolen, misused or suspected of use in an Unauthorised Payment Operation shall, for security reasons, be blocked. The Bank shall not be liable for any
damage incurred by the Cardholder as a result of the permanent restriction on the Payment Card’s Validity. If the Cardholder re-obtains the Payment Card after it was reported as lost, stolen or misused, the Cardholder may no longer use the Payment Card and is required to return it to the Bank.

4. The liability of the Account Holder and/or Cardholder for Transactions made using a lost, stolen or misused Payment Card ends at the moment of the loss, theft or misuse of the Payment Card being reported to the Bank, with the exception of Transactions whose execution time cannot be ascertained, given the method by which they were made; the Account Holder’s liability in the case of this type of Transaction ends at 24:00 hours on the day when the event was reported by telephone to the Bank.

5. The Bank and the Account Holder have agreed that the Bank, pending notification of the loss, theft or misuse of the Payment Card, shall not bear liability for any damage incurred in the case of Transactions made using Payment Cards in which the PIN, SMS code was used for Secure Internet Transactions, or in which the Cardholder acted fraudulently, or for any damage incurred as a result of the Cardholder’s negligence. The moment of reporting the loss, theft or misuse of a Payment Card means the time (in hours, minutes and seconds), when the Cardholder reported the loss, theft or misuse of the Payment Card to the Bank so that the Bank, on the basis of the data provided, was able to identify and immediately block the Payment Card.

6. In assessing a Claim concerning an Unauthorised Payment Operation made by means of a Contactless Card, the Bank shall take into consideration the results of an investigation as to whether there was no negligence from the side of the Cardholder, or fraudulent conduct by the Cardholder.

XII. Change in notified data and in requested parameters of Payment Cards and Complementary Services

1. The Account Holder or Cardholder is obliged to inform the Bank of any change to data that the Account Holder has provided to the Bank in connection with the issuance of the Payment Card in respect of the Account Holder’s account (e.g. change of Cardholder’s address, surname, telephone number).

2. The Cardholder has the right to request in writing a change to the Payment Card Limit, insurance, Complementary Services and may also request the reissue of a PIN, or change of PIN via an ATM no later than 35 calendar days prior to the Payment Card expiration date. In the case that the Cardholder requests that the PIN be re-sent, the Bank shall supply this service in the standard delivery term, not express.

3. A Cardholder who is not the Account Holder may request these changes only with the Account Holder’s written consent. Changes to the data, parameters, or requirements concerning Payment Cards, such as the activation of SMS notification, online authorisation of a Transaction, etc. may also be made by means of the contractually agreed ČSOB Electronic Banking services according to the current offer published at www.csob.sk.
4. The Cardholder is entitled, by means of the SmartBanking application, if the cardholder is a person authorised to use it, to request the Bank to make changes in the following Payment Card parameters:
   • change to the overall Payment Card Limit (may be made only by the Account Holder);
   • temporary blocking of the Payment Card (may be made by the Account Holder or Cardholder);
   • unblocking of a temporary blocked Payment Card (may be made only by the Account Holder);
   • activation of the Secure Internet Payment service, setting up the service, change to the Secure Internet Payment Limit up to the amount of the overall Payment Card Limit, and change to the telephone number for Secure Internet Payments (may be made by the Account Holder or Cardholder).

5. Temporary blocking of a Payment Card in the SmartBanking application is intended for cases where the Cardholder does not have the Payment Card under full control and for this reason wishes to have the Payment Card temporarily disabled. Only the Account Holder may unblock a temporarily blocked Payment Card by means of the SmartBanking application or by submitting a request at a Bank branch, and may do so only after ascertaining that the Cardholder has the Payment Card in his physical possession and that there has been no leakage of data from the Payment Card under any circumstances or disclosure of any data on the Payment Card such as, in particular, the Payment Card number, its validity, CVC2/CVV2 code or disclosure of the Payment Card PIN to another person. Any violation of these obligations shall be considered by the Bank to constitute negligence by the Cardholder.

6. In the event of repeated unauthorised over-drawing of the account in respect of which a Contactless Card is issued, or in the case of suspicion of fraudulent conduct, the Bank shall be entitled to cancel the Contactless Card.

7. The Cardholder consents to the provision of information on his Payment Card (e.g. the Payment Card number, its validity date) as well as information on transactions made by it to the Card Companies VISA and Mastercard.

8. The Cardholder of a Mastercard hereby gives consent to the Bank for inclusion in the Priceless Specials loyalty programme administered by the Mastercard card company.

9. The Priceless Specials loyalty programme enables the Mastercard Cardholder to gain loyalty rewards from programme partners for purchases of goods or services paid for using a Payment Card. The loyalty reward in the form of funds is credited to the Account to which the Payment Card is issued pursuant to the programme conditions; a complete wording of them is given on: http://www.pricelessspecials.sk/.

10. A Mastercard Cardholder consents to the provision of information on his Payment Card (e.g. Payment Card number, its validity period) and Transactions made using it in the framework of the Priceless Specials loyalty programme, for the purpose of providing the services of this programme.

11. The Bank shall not be liable for services provided in the Priceless Specials programme. Responsibility for the services, including the calculation of the loyalty reward lies wholly with the card company Mastercard.
12. The Cardholder has the right to request exemption from the Priceless Specials programme, whereupon the Bank shall be obliged to promptly ensure termination of the Cardholder’s membership in the programme. The Cardholder can request cancellation of membership at a visit in person to a Bank branch.

XIII. Cancellation of a Payment Card at the written request of the Cardholder

1. Cancellation of a Payment Card may be requested in writing by the Cardholder. The Account Holder may request cancellation of any Payment Card issued in respect of his account. A Cardholder who is not the Account Holder may request cancellation only of the Payment Card to which he has right of disposal. The Bank shall not bear any liability for any damage incurred the Account Holder or Cardholder in consequence of Payment Card cancellation. Liability for damage caused through any misuse of a Payment Card that was cancelled on the basis of the Cardholder’s written request shall pass to the Bank beginning the first calendar day following the day of submission of a written request for cancellation of the Payment Card.

2. The Bank may also, without prior notice, cancel the right to use the Payment Card, or temporarily or permanently block the Payment Card (this concerns primarily a breach of contractual conditions, blocking an account in the case of execution, a debit balance on the account, or in the case of suspicion of Payment Card misuse).

3. The Cardholder (of a Payment Card other than a Maestro or VISA Electron electronic card) must, at the Bank’s request, or at the end of the Payment Card’s Validity return it to the Bank branch holding the Account Holder’s account in respect of which the Payment Card is issued. Otherwise, the Bank shall have the right to restrict the Payment Card’s Validity.

XV. Complementary Services

1. The Bank is entitled to at any time cancel, change the scope or type of Complementary Services provided (such as various types of travel insurance for the Payment Card, and other services listed in the Bank’s Table of Fees). A description of the new Complementary Service, the method of activating it, or method of replacement of one Complementary Service by a different Complementary Service shall be published on the Bank’s website www.csob.sk.

XVI. Final provisions

1. The correspondence address for sending documents to the Bank is: Československá obchodná banka, a.s., Žižkova 11, 811 02 Bratislava. The correspondence address for sending documents to the Cardholder is the correspondence address for delivering written documents, which the
Cardholder who is concurrently the Account Holder notified to the Bank. A Cardholder who is concurrently the Account Holder is required to notify the Bank in writing of any change in the Cardholder’s correspondence address, contact telephone number or e-mail address.

2. The Bank has the right to unilaterally change the Terms & Conditions. The Bank is obliged to communicate in a comprehensible manner on its website and at its operating premises each change to the Terms & Conditions, in writing in the Slovak language, at least 2 months prior to the effective date of the change, unless a specific regulation provides for otherwise, or unless the Bank has agreed otherwise with the Cardholder.

3. These Terms & Conditions replace the Terms & Conditions for the Issuance and Use of a Payment Card dated 13 January 2018 and enter into force and effect on 1 January 2019.