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TERMS & CONDITIONS FOR THE ISSUANCE AND USE OF A ČSOB CREDIT CARD

Československá obchodná banka, a. s. (the "Bank") in accordance with Act No. 492/2009 Coll. on Payment Services and on amendments of and supplements to certain acts (the "Payment Services Act") and in accordance with the Card Association Rules issues the following Terms & Conditions for the Issuance and Use of a ČSOB Credit Card (the "Terms & Conditions") regulating the legal relations between the Bank and its clients in providing banking services in respect of a Credit Card serving for drawing on a Credit Limit.

I. General provisions

- 1. These Terms & Conditions regulate the relations between the Bank and Cardholder that arise upon the issuance and use of Credit Cards and upon the drawing on the Credit Limit.
- 2. The Bank issues to the Cardholder a Credit Card according to the current offer as a means of payment in respect of a Credit Account denominated in EUR, on the basis of a separate Contract. The current offer of Credit Cards and accompanying Complementary Services is published by the Bank in information materials available at all Bank branches. The Credit Limit drawn by way of a Credit Card is provided by the Bank to natural persons over 18 years of age (the "Cardholder") on the basis of a Loan Application (the "Application") received at the Bank in the form of a Notice on Provision of Credit in Respect of a ČSOB Credit Card (the "Contract"). The Contract includes the Application, Notice on Provision of Credit in Respect of a CSOB Credit Card, Terms & Conditions, General Business Terms & Conditions of the Bank (the "GBT&C"), Standard European Consumer Credit Information regarding Credit Cards and the form Annual Percentage Rate of Charge and Average Annual Percentage Rate of Charge. The Contract is primarily governed by Act No. 40/1964 Coll. the Civil Code as amended (the "Civil Code"), Act No. 129/2010 Coll. on Consumer Loans and on Other Types of Consumer Credit and Loans and on amendments of and supplements to certain acts as amended (the "Consumer Credit Act"), Act No. 483/2001 Coll. on Banks and on amendments of and supplements to certain acts as amended (the "Banking Act"), Act No. 513/1991 Coll. the Commercial Code as amended (the "Commercial Code"). The Bank issues the Credit Card on the basis of an Application for the Issuance of a Credit Card for a Natural Person (the "Credit Card Application"). There is no legal claim to the provision of a Credit Limit or Credit Card.
- 3. The Contract may be amended solely in writing. The Cardholder files an Application for Change in writing at a Bank branch. The above shall not apply to an increase of the Credit Limit up to the level of the Increased Credit Amount as specified in the Application. The Bank shall inform the Cardholder of any amendment to contractual terms and conditions in writing in the form of a Notice on Amendment.

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- 4. The Bank shall send or hand over to the Cardholder the Bank's Notice and/or Bank's Notice on Amendment (the Bank's Notice and the Bank's Notice on Amendment hereinafter jointly referred to as the "Bank's Notice") after assessing and approving the Application and/or Application for Change. The Contract is concluded at the moment of signing the Notice by the Bank.
- 5. The Credit Card remains the property of the Bank and only the right to use it passes to the Cardholder.



II. Definitions of terms

Acquirer is a bank, or other legal entity, holding a licence from the respective Card Company for ensuring the acceptance of payment cards, and which has a contract concluded with the Merchant on the acceptance of Credit Cards.

Additional Card is a Credit Card issued by the Bank at the Principal Cardholder's request in respect of the Principal Cardholder's Credit Account; funds drawn using the Additional Card are debited from the Principal Card's Credit Limit. More than one Additional Cards may be issued in respect of the Principal Card. An Additional Card may be issued for a natural person – consumer older than 15 years of age.

Amount Owing is the amount equal to the sum of the balance of the drawn credit, interest and all related fees as at the Balance Date. The Amount Owing is increased by the balance of the unpaid Amount Owing from the preceding period (according to the last Statement) on the given Credit Account.

Annual Percentage Rate of Charge is the percentage share of the Amount Owing that the Cardholder obliged to pay the Bank over the period of one year; it is calculated according to the model given in the annex to the Consumer Credit Act. It includes the total costs the Cardholder incurs in connection with the Credit, e.g.: interest on the Credit agreed under the Contract, administration fee for the Credit and fee for processing the Credit Application. It is calculated on the basis of the assumption that the interest rate on the Credit and other payments remain unchanged during the term of the Contract.

Applicant is a natural person who requests the Bank for the provision of the Credit Limit by means of the Application and a Credit Card Application, and who fulfils the following conditions: (1) has reached 18 years of age; (2) is a citizen of the Slovak Republic and has permanent residence in the Slovak Republic, or is a foreign national with permanent or temporary residence in the Slovak Republic.

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

ATM (Automated Teller Machine) is an electronic device with automatic verification of the Credit 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 Credit Card.

Authentication Procedure is the procedure used to verify the Cardholder's identity when making the Transaction (PIN, Cardholder's signature, CVC2/CVV2, security code received via SMS, written confirmation).

Authorisation is the Cardholder's consent to making the Transaction before the Transaction is made, given in the form and manner agreed in these Terms & Conditions. If the consent to making the Transaction is missing, the Transaction is considered unauthorised.

Authorisation Centre is the place through which it is verified whether the balance on the account is sufficient to cover the payments made using the Credit Card.

Authorised Transaction is the Transaction made using the Credit Card and reading data from the Chip and Magnetic Strip to the execution of which the Cardholder has given the consent:

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- by using any of the Authentication Procedures, or
- by actual using of the Credit Card itself, 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 the Contactless Transaction or
- in the case of the Transaction made with the written consent of the Cardholder (for example MO/TO Transaction).

Payment transactions authorised in this way are irrevocable.

Available Balance is 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 toward the Bank.

Balance Date is 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.

Bank is Československá obchodná banka, a.s., Žižkova 11, 811 00 Bratislava, ID No.: 36 854 140, registered with the Business Register of District Court Bratislava I, Section: Sa, File No.: 4314/B.

Bank's Table of Fees is the Table of Fees for Individuals, specifying all the Bank 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 Credit Card the use of which has been temporarily or permanently restricted.

Card Company (MasterCard, VISA,...) is a foreign legal entity which licences banks to issue and acquire Credit Cards and creates rules and regulations for the provision of these activities. **Cardholder** is a natural person – consumer in whose name the Credit Card is issued and who is the sole person entitled to use the Credit Card for performing individual Transactions permitted by the Bank. This may be the Account Holder or the person designated by the Account Holder.

Cash Advance is a cash withdrawal 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 payment Transaction for the purchase of goods or services.

Cash Limit is the maximum amount up to which the Cardholder is entitled to draw cash by means of a Credit Card during a period set by the Bank.

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 Credit Card.

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

CNP Transaction (Card Not Present) includes all types of Transactions made without the physical presence of the Credit Card. CNP Transactions are usually made at the Merchant over the Internet, by telephone, fax or e-mail, by manually entering the Payment Card number, expiration date, CVV2 or CVC2, and the required payment amount for the purchase of goods or services.

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Contactless Transaction is the Transaction made by placing the Contactless Card against a contactless sensor of a POS Terminal or ATM, in the case of payments up to EUR 20 it is usually not necessary to confirm the Transaction by entering the PIN. The amount of the Contactless Transaction for which PIN entry is not required may differ; it is set in the local currency by the Card Company VISA or MasterCard for each country individually.

Contract is a Credit Application and Credit Card Application accepted by the Bank in accordance with these Terms & Conditions that becomes the Contract through signing by the other contracting party; these Terms & Conditions form an integral part of the Contract.

Credit Account is 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 toward the holders of cards issued in respect of the Credit Account are cleared to the debit, or credit, of such Credit Account. The Credit Account number is notified by the Bank to the Cardholder in the first Statement.

Credit Card is a means of payment by means of which the Cardholder makes cashless (payments for goods and services at a Merchant) and cash payment transactions (cash withdrawals from an ATM, bank or exchange office) to the debit of the Credit Account. The term "Credit Card" also means "Principal Card" and/or "Additional Card". According to the data reading technology used, Credit Cards are divided into Credit Cards with contact or contactless functionality. A Credit Card may be issued on various media, such as plastic, a sticker, a watch, built in a mobile telephone, etc.

Credit Card Application means an Application for the Issuance and Use of a Credit Card for an Individual or an Application for the Issuance and Use of a Credit Image Card for an Individual plastic – as a means of payment for making payment transactions.

Credit Card Limit is the maximum amount of funds that can be drawn by means of a Credit Card over the agreed period, provided there is sufficient coverage on the Credit Account in respect of which the Credit Card is issued; the agreed period may be one day or one month. The Limit is always agreed in the Credit Card Application.

Credit Limit is 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.

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 Credit Card which is used in authenticating CNP Transactions.

Demand is a written notification sent by the Bank, also repeatedly, when the Cardholder gets into arrears in repaying the Amount Owing after more than 15 days from the moment of delay (e.g. due to failure to make a Credit repayment, settle a fee, or part thereof).

Dynamic Currency Conversion (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.

Early Repayment - the Cardholder may at any time repay the drawn down Credit Limit free of charge for such repayment.

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

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

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

Maturity Date is a calendar day in the month as specified in the Contract, by which the Principal Cardholder must make a repayment.

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

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

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

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 Credit Card being physically present by way of manually entering the Credit 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 Credit Card at an ATM or POS Terminal.

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

POS Terminal (EFT POS) (Electronic Funds Transfer at Point of Sale) is a device for the electronic processing of Credit Card Transactions, located at the Merchant.

Principal Card is a Credit Card of the Cardholder in respect of whose Credit Account the Credit Limit is set.

Reminder is the first written notice sent by the Bank 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).

Return of Goods is a Transaction made by a Credit Card at a POS Terminal at a Merchant, with the aid of which the Merchant can return a certain amount paid by the Credit Card to the Cardholder's Credit Account.

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

Secure Internet Merchant is an Internet Merchant which accepts Credit 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 Credit 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 Credit Card by means of the Internet at the Acquirer of a Secure Internet Merchant authenticated by the Cardholder via an SMS code.

Signature Strip is a strip on the rear of the Credit Card on which the Cardholder's Specimen Signature is to be written.

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SmartBanking is a mobile application of the Bank providing an authorised person access to the Credit Account and to selected information as detailed at **www.csob.sk**.

Specimen Signature is the Cardholder's signature on the Signature Strip.

Statement is 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.

Unauthorised Payment Transaction is a Transaction made using a Credit Card to which the Cardholder did not give consent and which does not contain any of the requisites of an Authorised Payment Transaction.

Transaction is any financial transaction (payments for goods and services, cash withdrawal) made using the Credit Card or by means of the Credit Card (payment for goods and services via the Internet).

III. Terms for the issuance of a Credit Card

- 1. A precondition for providing Credit Limit and issuing Credit Card is the following:
 - a. delivery of an Application and the Credit Card Application to the Bank;
 - b. proof of Applicant's ability to repay the Credit Limit;
 - c. 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 the reason.
- 3. The Bank shall decide 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 contracting parties.
- 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 prove this ability at the Bank's request and to present the required documents.
- 6. Where the Principal Cardholder's ability to repay the Credit Limit has changed substantially, the Bank shall be entitled to prevent the drawing on the Credit Limit, to block the Credit Card and to 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 in a manner chosen by the Bank, i.e. either by post or via the Bank's branch. The Bank is entitled to send the Credit Card to the Cardholder's correspondence address. In the case of the Cardholder requesting delivery of the Credit Card to the address abroad, the Bank may send the Credit 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 Credit Card delivery. The Cardholder is obliged, upon receiving the envelope containing the Credit Card, to check that the envelope has not been opened, that the data on the Credit Card is correct and, in the event that the envelope has been damaged or the data on the Credit Card is incorrect, the Cardholder shall notify the Bank of this fact.



- 9. Unless agreed otherwise, if the Cardholder does not receive, within 20 days from submitting a Credit Card Application, or within 20 days following the expiry of a Credit Card's validity in the case of Credit Card renewal, a Credit Card by post, the Cardholder shall inform the Bank of this fact.
- 10. The Cardholder activates the Credit Card by way of the first use of the Credit 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.

IV. Receipt, safekeeping and delivery of a Credit Card

- 1. Upon receipt of the Credit Card, the Cardholder has the right to use it for the period of the Card Validity, and also from this moment bears liability for Transactions made using the Credit Card.
- 2. If the Cardholder takes receipt of the Credit Card at the Bank, the Cardholder is obliged to sign the Credit Card on the Signature Strip in the presence of the Bank employee who hands the Credit Card over to the Cardholder and who verifies the Cardholder's identity. The Cardholder confirms receipt of the Credit Card by signing the Credit Card Takeover Protocol, containing the number of the Credit Card issued to the Cardholder, which serves for precisely identifying the Cardholder and the Credit Card itself. The Cardholder's signature on the Credit Card Takeover Protocol must be identical to the signature on the Signature Strip on the Credit Card. If the Cardholder requests so, the bank shall give the Cardholder a copy of the Credit Card Takeover Protocol.
- 3. In the case of receiving a Credit Card by post, the Cardholder is required to sign the Credit Card on the Signature Strip on the rear of the Credit Card.
- 4. In the case of incorrect data stated on the Credit Card, a Claim may be filed regarding the Credit Card within the period of 7 days from taking the receipt of it, and the Bank shall replace such a card free of charge with a new Credit Card.
- 5. It is the responsibility of the Cardholder to keep the Credit 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 persons. It is the responsibility of the Cardholder to take individual security measures to prevent misuse, damage, loss or theft of the Credit Card (e.g. to keep the Credit Card separately from the Cardholder's personal documents and, in particular, from information on the PIN; after each use of the Credit Card to put it away in a secure place; to not entrust it to third parties; to protect the Credit Card against the effects of, for example, magnetic fields, etc.).
- 6. The Bank prior to the expiry of a Credit Card shall issue a replacement Credit Card, unless the Cardholder no later than 6 weeks prior to the expiry of the Credit Card notifies the Bank in writing that the Cardholder does not wish a new Credit Card to be issued, or terminates the Contract. The Bank shall not issue a renewed Credit Card if at that time the Credit Card is blocked or cancelled. The Bank is entitled not to issue a renewed Credit Card if the Cardholder has acted in breach of the Contract or in breach of these Terms & Conditions or the Bank's GBT&C. If the Bank does not issue a renewed Credit Card, the Contract shall expire on the last day of the calendar month marked on the Credit Card.



V. Receipt and safekeeping of the PIN

- 1. The PIN is normally handed over to the Cardholder at the Bank branch where the Cardholder applied for the Credit Card. 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 Credit Card Application.
- 2. 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 Credit 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 fact, whereupon the Bank shall issue the Cardholder with a different Credit Card with a different PIN free of charge.
- 3. 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 becoming familiarised with the PIN. The Cardholder is required to prevent the disclosure of the PIN in any manner whatsoever to a third person or to prevent the recording of the PIN in any place and in any form, or to keep the PIN together with the Credit Card. 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.).
- 4. Failure to comply with the obligations set out in items 2 and 3 of this clause by the Cardholder shall be deemed to constitute negligence and particularly serious breach of these Terms & Conditions. The Bank shall not be liable to the Account Holder for any damage caused through such negligence.
- 5. The Bank does not keep any records on the PINs.

VI. Procedure for proper and safe use of Credit Card and PIN

- 1. Places where a Credit Card may be used are branded with the logo of the respective Card Company or Credit Card type and are consistent with the logo indicated on the Credit Card.
- 2. The Credit Card may not be used for Transactions that would contravene the generally binding legal regulations applicable in the place where these Transactions are made.
- 3. When making Transactions, the Cardholder shall follow the instructions of the POS Terminal or ATM pursuant to Security Rules for the Use of Payment Cards, as published also on www.csob.sk.
- 4. If a Credit Card has been retained by an ATM, the Cardholder may request that the Bank returns it, by personally visiting any branch of the Bank within 30 days after it was retained. Otherwise the Bank reserves the right to cancel the Credit Card after the above period.
- 5. The Cardholder is required to prevent disclosure of Credit Card data. In case of Internet Transactions the Cardholder has fulfilled this obligation only if the Secure Internet Payment



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Service has been activated for such Credit Card. Failure to comply with this obligation by the Cardholder, irrespective of whether it arose as a result of culpable conduct or negligence, shall be considered a violation of the Credit Card Application and the Credit 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 Credit Card).

- 6. The Merchant is entitled to execute the Transaction only if it has received from the Bank, the Authorisation Centre or the Card Company consent to such Transaction. In order to protect the 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 on the basis of the Authorisation result the member of staff is entitled to not execute the Transaction, to retain the Credit Card and to destroy it before the eyes of the Cardholder, with the obligation to issue the Cardholder with a confirmation on the Credit Card's retention.
- 7. When using the Credit Card, the Cardholder Authorises a Transaction (i.e. gives the consent to the Transaction) and is required to identify himself as follows:
 - a. in the case of the Transaction made through an ATM, by inserting the Credit Card into the ATM, reading the data from the Chip and entering the PIN;
 - in the case of the payment Transaction made through an ATM, by placing the Credit Card against a contactless sensor of the ATM, reading the data from the Chip and entering the PIN;
 - c. in the case of cashless and cash (Cash Back, Cash Advance) Transactions made through a POS Terminal, by inserting the Credit Card into POS, reading the Chip and entering the PIN;
 - d. in the case of cashless and cash (Cash Back, Cash Advance) Transactions made through POS Terminal, by inserting the Credit Card into POS, reading the Magnetic Strip and entering the PIN or by attaching the Cardholder's signature;
 - e. in the case of the Contactless Transactions, by placing the Credit Card against the POS Terminal, reading the data from the chip, without being necessary to enter the PIN or attach the signature;
 - f. in the case of the Contactless Transactions, by placing the Credit Card against the POS Terminal, reading the data from the Chip and entering the PIN;
 - g. by actual using of the Credit Card and reading the data from the Credit Card Chip also without using the Authentication Procedure, in the case of special terminals wen making Transactions of low value, e.g. when using a self-service terminal, paying for travel tickets, tolls or parking fees, etc.;
 - h. in the case of all Transactions at the Internet Merchant, by entering the Credit Card number, its validity period and/ or CVC2, or CVV2 of the Credit Card;
 - i. in the case of the Secure Payment Transaction at the Secure Internet Merchant, by entering the Credit Card number, its validity period, and CVC2 and/ or CVV2 of the Credit Card and also by entering the security code sent by the Bank for the respective Transaction to the Cardholder in the form of an SMS to the mobile telephone number given by the Cardholder;
 - j. in the case of other CNP Transactions, by manually entering the Credit Card number, its validity period and / or CVC2, or CVV2 of the Credit Card;
 - k. in the case of other Transactions, in the manner required by the Merchant or defined by the Acquirer, necessary for making the Transaction;

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- I. in the case of Transactions triggered / initiated by the Merchant, on the basis of the prior written consent of the Cardholder. The Bank shall consider the registration of the Cardholder at the Merchant to be the prior written consent; it refers in particular to regularly repeating payments and/or registration of the Credit Card number in the Merchant's systems.
- m. in the case of other Transactions to making of which the Cardholder has given indisputable consent.
- 8. The Bank has the right to refuse any Transaction that is contrary to the 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 Credit Card an incorrect PIN has been repeatedly entered, the PIN will be automatically blocked for security reasons. The full functionality of the Credit Card will normally be restored on the day following the day on which the Credit Card's Validity was temporarily restricted.
- 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. Transactions are cleared with a time 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 VIII.
- 11. The Cardholder is obliged to notify the Bank of any change to the data provided to the Bank in connection with the issuance of a Credit Card (e.g. change of address, surname, phone number of the Cardholder). The Cardholder is liable for any damage the Bank incurs in connection with any failure to comply with this obligation.
- 12. The Cardholder has the right to request in writing a change to the insurance, Complementary Services and may also request the reissue of a PIN, or to change the PIN via an ATM, no later than 35 calendar days prior to the Credit Card expiration date. Changes to the data, parameters, or requirements concerning Credit Cards may also be made by means of the contractually agreed ČSOB Electronic Banking services according to the current offer published on www.csob.sk.
- 13. The Cardholder or Credit Account Holder is entitled to request the Bank, via the SmartBanking application, to make changes to the following Credit Card parameters:
 - temporary blocking of the Credit Card;
 - unblocking of a temporarily blocked Credit Card (may be performed only by the Credit Account Holder);
 - activation of the Secure Internet Payment service, setting up the service, change to the Secure Internet Payment Limit at most up to the amount of the overall Credit Card Limit and change to the telephone number for Secure Internet Payments.

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14. Temporary blocking of a Credit Card in the SmartBanking application is intended for cases where the Cardholder does not have the Credit Card under full control and for this reason wishes to have the Credit Card temporarily disabled. The Cardholder may unblock a temporarily blocked Credit 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 Credit Card in physical possession and that there has been no leakage of data from the Credit Card under any circumstances or disclosure of any data on the Credit Card such as, in particular, the Credit Card number, its validity, CVC2/CVV2 code or disclosure of the PIN to another person. Any violation of these obligations shall be considered by the Bank to constitute negligence on the part of the Cardholder.

VII. Periods and manner of clearing Credit Card Transactions

- 1. The Bank performs clearing of all Credit Card Transactions to the debit of the Credit Account in respect of which the Credit Card has been issued.
- 2. Any Transaction made using a Credit Card is usually charged by the Bank on the business day following the receipt of the accounting advice from the Acquirer. Clearing of the Credit Card Transaction is performed in accordance with the rules of the respective Card Company. Once the Transaction is successfully Authorised (i.e. the Transaction has been approved by the Cardholder and by the Bank), the Available Balance of the Account Holder will be usually reduced in the form of temporary blocking of the funds in the amount equal to the amount of the Transaction made. In the case that the Transaction has been made in the currency other than the one in which the account in respect of which the Credit Card was issued is maintained, the amount will be converted to the account currency. Such amount usually differs from the amount actually debited from the Account Holder's account.
- Where the Cardholder so requests, the Bank shall send an SMS on the Authorisation of the payment made using the Credit Card and on its amount. In the case of a Credit Card Transaction made in a foreign currency the SMS on the Transaction amount is of an indicative nature only.
- 4. In the case of Credit 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 (the euro) at the Bank to the currency (other than the euro) in which the Credit 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 Credit Account is held in the currency in which the Bank clears (euro denominated) Transactions, the Bank when charging a Transaction shall not convert a Transaction amount denominated in the Transaction clearing currency (the euro) to the currency in which the Credit 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 Credit 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

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(Chinese Yuan), 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.
- 7. The Bank processes Transactions in the euro currency, i.e. the Transaction clearing currency is the euro.
- 8. In the case of a Credit Card payment made abroad a foreign exchange difference may arise as a result of the conversion of the Transaction amount to the clearing currency and subsequently to the Credit 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.
- 9. The Bank is entitled to charge a Credit Card Transaction within 30 calendar days from 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 Transactions, also by using electronic information channels, inter alia, in order to make a Claim in a timely manner.
- 10. The Statement lists Transactions made by the Cardholder, as well as by the Additional Cardholder, where an Additional Card has been issued in respect of the Credit Account. The Statement contains in particular the following data: (a) identification of individual Transactions/items made 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 in favour of which the repayment must be made.

VIII. Settlement of Cardholder's payables toward the Bank

1. The Principal Cardholder is obliged to repay to the Bank no later than on the Maturity Date the Amount Owing in any amount, at least though in the amount of the Minimum Repayment, as specified in the Statement. The Statement of Credit Card Transactions for a Monthly Period is always issued 25 days prior to the Maturity Date. The Bank shall inform the Principal Cardholder of movements and balance on the Credit Account by way of a Statement free of charge by means of electronic banking services established on

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the basis of a separate contract concluded between the Bank and the Cardholder, monthly at the end of the calendar month for which the Statement is prepared, unless the Bank has agreed otherwise with the Principal Cardholder.

The Cardholder is at any time entitled to change the manner of issuing and periodicity of sending Statements, via the electronic banking services or in person at a Bank branch by way of a request for a change of Statements.

The Bank shall inform the Principal Cardholder of movements and balance on the Credit Account only if during the Monthly Period the Credit Account has recorded any Transactions.

- 2. The Bank shall not be liable for any failure of delivery or delayed delivery of a Statement to the Cardholder.
- 3. The amount of the Minimum Repayment is 5% of the Amount Owing, though at least EUR 15.00. If the Amount Owing used for the calculation of the Minimum Repayment is below EUR 15.00, the amount of the Minimum Repayment shall be equal to the Amount Owing. The Cardholder is entitled to change the amount of the Minimum Repayment to an amount according to the current offer by the Bank. The changed amount of the Minimum Repayment shall apply to the period following the month in which the Applicant requested for the change.
- 4. If the Cardholder's current account from which the credit is repaid is maintained at the Bank, the Cardholder is entitled at any time throughout of the contractual relationship to also request a monthly automatic full repayment in the amount of 100% of the Amount Owing. The Cardholder may cancel the automatic full repayment at any point during the contractual relationship, or request it from the Bank repeatedly. The procedure for arranging and changing the full automatic repayment is identical to the procedure for changing the Minimum Repayment under point 3 of this clause.
- 5. The Bank is entitled to collect the respective repayment in the amount under point 3 or 4 of this clause from the Cardholder's current account. If the Cardholder's current account is maintained at the Bank, the Bank will send a collection order on the Maturity Date. Where the Cardholder's current account is maintained at another bank in the Slovak Republic, the Bank will send the collection order on the 6th business day preceding the Maturity Date. If the Maturity Date falls on a business day, that day shall be included in the number of days for the purposes according to this point.
- 6. The Cardholder is required to ensure sufficient funds coverage on the Cardholder's current account as at the Maturity Date.
- 7. In the period from the Balance Date up until the Maturity Date the Cardholder is entitled to repay the Amount Owing to the Credit Account, by a cashless transfer or cash deposit. In this case the collection will be made on the Maturity Date, or on the 6th day preceding the Maturity Date, only in the amount of the difference between the agreed Minimum Repayment and the amount of the repayment(s) that has already been credited to the Credit Account, or which was credited to the Credit Account on the day preceding the day on which the Bank sends the collection order to the other bank. If the amount of the repayment(s) credited to the Credit Account prior to the Maturity Date equals or exceeds the amount of the current Minimum Repayment, no collection shall be made.



- 8. If full automatic repayment has been agreed and the Cardholder's current account does not on the collection day contain sufficient funds to cover it, the Bank shall collect from the Cardholder's current account the amount according to point 3 above.
- 9. The Cardholder undertakes to pay interest on funds drawn on the Credit Limit.
- 10. The interest rate is agreed in the Contract. The Bank has the right to change the level of the interest rate at any time. In the Statement the Bank shall inform the Cardholder in writing of any change to the level of interest rate. If the Cardholder disagrees with the proposed new interest rate, and unless the contracting parties agree otherwise, the Cardholder is obliged to notify the Bank of this fact in writing.
 - The notice must be delivered to the Bank not later than 15 days from the end of force of the previously agreed interest rate and shall be deemed to constitute a notice terminating the Contract. In the period between expiry of the agreed interest rate and repayment of the full Amount Owing, the Bank shall charge interest at the previously agreed amount.
- 11. The Cardholder may use the interest-free period offered by the Bank for cashless and cash Transactions only if the Cardholder settles by the Maturity Date the full Amount Owing as specified in the Statement. If the Cardholder fails to repay the full Amount Owing by the Maturity Date at the latest, the funds drawn shall accrue interest under point 10 of this clause, starting on the day of clearing the respective Transaction.
- 12. In the event that a Cardholder 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 repayment has not been made as at the Maturity Date in an amount under point 3 or point 12 above, as applicable, the Bank shall, as of the following day, be entitled to disallow any further drawing on the Credit Limit.
- 14. In the event that a Cardholder makes an unauthorised overdraft of the Credit Limit, the amount by which the Credit Limit was overdrawn without authorisation shall bear interest at the interest rate published at the Bank's interest rate board for the respective type of the Credit Card.
- 15. If the Cardholder fails to make the mandatory Minimum Repayment on the Maturity Date, the Bank shall become entitled to continue to charge interest on the sum in the amount of the mandatory Minimum Repayment at the interest rate agreed under point 10 of this clause, increased by the interest rate on arrears at the level published at the Bank's operating premises and on www.csob.sk applicable on the day when the Cardholder entered into default, i.e. from the Maturity Date, through to the day on which the mandatory Minimum Repayment has been made in full.
- 16. Interest and interest on arrears shall be calculated and charged on the basis of a year having 360 days and on the basis of a month having the actual number of calendar days.
- 17. The interest for past Monthly Period shall be charged to the debit of the Credit Account always on the day following the Maturity Date. Interest on arrears becomes payable immediately and is not charged to the debit of the Credit Account.
- 18. For its services the Bank is entitled to charge the Cardholder fees according to the Bank's Table of Fees, to the debit of the Credit Account.
- 19. Publication is the making available of a document or information at the Bank's operating premises accessible to the public and/or on its website www.csob.sk, whereupon the document and/or information acquire effect.



IX. Claims, procedures and handling times

- If the Cardholder disagrees with a cleared Transaction, the Cardholder has the right to file a Claim. The Cardholder is required to file a Claim in the manner specified by the Bank and in line with the applicable Claims Procedure of the Bank without undue delay following the day of ascertaining this fact, but no later than 13 months from the date of making the Transaction.
- 2. The Cardholder is obliged to file a Claim at the Bank branch maintaining the Credit Account and to present the 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 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. The Bank shall file the Transaction Claim at the Acquirer only following the submission of all documents it has requested.
- 4. The Bank shall decide on justification of the Claim without undue delay, but no later than within 15 business days of the date of delivery of the Claim in the manner agreed in line with the Claims Procedure of the Bank. In justified cases where it is not possible to comply with the period of 15 business days, the Bank shall provide the Cardholder with a preliminary response to the Claim in the above period, stating the date of final response. The period for delivery of the final response may not exceed 35 business days.
- 5. In the case of the Transaction made using the Credit Card in the currency other than EUR handling of the Claim may last for as long as 6 months.
- 6. When charging Transactions made by Credit Cards abroad, the Bank shall not recognise a Claim by the Cardholder relating to an amount arising through the exchange rate difference between the day of making the Transaction and the day of charging the Transaction.
- 7. Claims under this clause do not relieve the Cardholder of the obligation to make the mandatory Minimum Repayment in the amount and on the Maturity Date as specified in the Statement.
- 8. It is the responsibility of the Account Holder, or the Cardholder, in the case of a Claim concerning a disputed Transaction with suspicion of Credit Card misuse (e.g. card forgery, Internet, ATM), to always hand in to the Bank the respective Credit Card to which the disputed Transaction relates. This obligation shall not apply in the case of Credit Card loss or theft having been duly reported to the Bank.
- 9. The Bank shall not be liable for defects in the goods or services that the Cardholder paid for by the Credit Card. The Cardholder is required to make this type of claim at the respective Point of Sale where the Cardholder purchased the goods or services.

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X. Loss, theft and misuse of a Credit Card

- 1. It is the responsibility of the Cardholder to inform the Bank of the loss, theft or misuse of the Credit Card or of an Unauthorised Payment Transaction, 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 Credit Card. If there is any change to this telephone number, the Bank shall inform the Cardholder of this fact in writing. If the Cardholder or the Account Holder suspects misuse of the Credit Card, they are required to report this fact also to the Slovak Republic Police.
- 2. When informing the Bank, the Cardholder is obliged to give identification data on his person and on the Credit Card (if unable to give the Credit Card number, the Cardholder shall state other data on the basis of which it is possible to uniquely identify the Cardholder and Credit Card, for example the account number, birth identification number, or password, etc.). The Bank has the right to record the telephone call.
- 3. In exceptional cases, the Bank shall block the Credit Card also Banka on the basis of the report of third person after justification of the received request for blocking is verified. In this case the Bank shall bear no liability for any unauthorised blocking of the Credit Card.
- 4. Each Credit Card reported as lost, stolen, misused or suspected of use in an Unauthorised Payment Transaction 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 Credit Card's validity. If a Cardholder re-obtains the Credit Card after it was reported as lost, stolen or misused, the Cardholder may no longer use the Credit Card and is required to return it to the Bank.
- 5. The liability of the Cardholder for Transactions made using a lost, stolen or misused Credit Card ends at the moment of the loss, theft or misuse of the Credit Card being reported to the Bank, except for the Transactions whose execution time cannot be ascertained, given the method by which they were made; the Cardholder's liability in the case of this type of Transaction ends at midnight on the day when the event was reported by telephone to the Bank.
- 6. The Bank and the Credit Cardholder have agreed that the Bank, pending notification of the loss, theft or misuse of the Credit Card, shall not bear liability for any damage incurred in the case of Transactions made using Credit 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.
- 7. The moment of reporting the loss, theft or misuse of a Credit Card means the time (in hours, minutes and seconds), when the Cardholder or a reporting person reported the loss, theft or misuse of the Credit Card to the Bank by telephone so that the Bank, on the basis of the data provided, was able to identify and immediately block the Credit Card.
- 8. In assessing a Claim concerning an Unauthorised Payment Transaction 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 or fraudulent conduct on the part of the Cardholder.

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XI. Liability of the Bank and the Cardholder

- 1. The Cardholder shall be liable for all Transactions made by Credit Cards issued in respect of his name, and is obliged to compensate the Bank for any damage caused to it through improper use of the Credit Card. The Cardholder shall be responsible for ensuring that all Transactions made using the Credit Card are not in conflict with the provisions of Act No. 202/1995 Coll. the Foreign Exchange Act and the act amending and supplementing the Slovak National Council Act No. 372/1990 Coll. on Offences as amended.
- 2. The Bank shall not be liable for any damage incurred by the Cardholder in connection with the use of the Credit Card as a result of circumstances beyond the control of the Bank (e.g. due to denial of the Transaction caused by faulty ATM, incorrect Authorisation or denial of Authorisation, as a result of a fault of the Authorisation Centre processing system, a power outage, failure of transmission lines, etc.). The Bank shall also not be liable in the event that the Point of Sale, other bank or branch of a foreign bank does not accept the Credit Card for making the Transaction.
- 3. The Cardholder shall bear liability for any damage arisen through the use of the Credit Card by an unauthorised person as a result of failure to comply with the conditions set out in clause IV(5) of these Terms & Conditions.
- 4. The Cardholder shall bear full liability for all transactions made using the Credit Card from the moment of unblocking of a temporarily blocked Credit Card.
- 5. The Bank shall not bear any liability for denial of services to an entitled Cardholder as a consequence of rejection of the Credit Card by a Merchant.
- 6. The Cardholder is required to act so as to prevent the theft, loss or misuse of a Credit 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 execution of the Unauthorised Payment Transaction 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.
- 7. The Bank is entitled to block a Credit Card, CNP Transaction or temporarily unilaterally reduce Limits on a Credit Card for the following reasons:
 - a. suspicion of unauthorised or fraudulent use of the Credit Card;
 - b. concerning Credit Card security or in other cases eligible for special consideration, due to non-agreed overdrawing of the funds on the Credit Account, the motion to initiate the bankruptcy or restructuring proceedings in relation to the Account Holder's assets, etc.:
 - c. for other reasons allowing termination of the Contract by a notice from the Bank, e.g. a risk of the Account Holder's insolvency resulting in a failure to meet the obligations toward the Bank.
- 8. The Bank shall notify the Cardholder that the Credit Card has been blocked, including the reasons for this blocking, before blocking the Credit Card or immediately after blocking the Credit Card, unless specific legal regulations stipulate otherwise, by sending an SMS to the Cardholder's telephone number that the Cardholder gave to the Bank, or by a different appropriate method. The Bank shall attempt to notify the Cardholder of the blocking of a CNP Transaction or of the temporary unilateral reduction of the Credit Card Limits by sending an SMS to the Cardholder's telephone number recorded in the Bank's information systems.

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- 9. The Account Holder shall bear loss incurred as a result of using the lost or stolen Credit Card or as a consequence of its misuse by third person, as follows:
 - a. up to the amount of EUR 50.00 until the time when the request for blocking the Credit Card is filed;
 - b. to the full extent in the case of negligence of the Cardholder until the time when the request for blocking the Credit Card is filed at the Bank;
 - c. to the full extent in the case of fraudulent conduct of the Cardholder, also after the request for blocking the Credit Card is filed at the Bank.

XII. Cancellation of a Credit Card and termination of the contractual relationship

- Cancellation of a Credit Card may be requested in writing by the Cardholder. The Principal Cardholder may request cancellation of any Additional Card issued in respect of the Credit Account; an Additional Cardholder may request only the cancellation of his own Additional Card.
- 2. Liability for damage caused through any misuse of a Credit Card that was cancelled on the basis of the Cardholder's written request shall belong to the Bank from the moment of receiving and entering in the system the written request for cancellation of the Credit Card's Validity.
- 3. For objective reasons the Bank may at the Cardholder's cost terminate the Cardholder's right to draw on the Credit Limit by means of a Credit Card, temporarily or permanently disallow drawing on the Credit Limit; the Bank shall immediately inform the Cardholder in writing of this fact. Information given in a Statement shall be deemed to constitute informing in writing. Objective reasons shall mean in particular a breach of contractual conditions, execution, suspected misuse of the Credit Card.
- 4. The Cardholder must, at the Bank's request or at the end of the Credit Card's Validity, return it to the Bank branch holding the Credit Account in respect of which the Credit Card has been issued. Otherwise the Bank shall have the right to restrict the Credit Card's Validity, at the Cardholder's costs which may also be charged to the debit of other than the Credit Account in respect of which the Credit Card has been issued.
- 5. The Contract shall be terminated by way of an agreement between the Cardholder and the Bank, through a written notice by the Cardholder or the Bank without stating the reason, or through cancellation of the Credit Account. If the Cardholder returns the Credit Card to the Bank, this shall also be deemed to constitute termination of the Contract by the Cardholder, unless agreed otherwise with the Bank.
- 6. The Bank and the Cardholder are entitled to terminate the Contract in writing without stating the reason. The notice period is two months for the Bank and one month for the Cardholder. The notice period begins to run on the day following the next Maturity Date after delivering the notice to the other contracting party. On the first day of the notice period the Bank shall disallow further drawing of the credit and the Cardholder is obliged, not later than on this day, to return all Credit Cards issued in respect of the Cardholder's Credit Account. The last day of the notice period is the final Maturity Date for the credit. Not later than on that day the Cardholder is obliged to settle all obligations arising from the use of the Principal Card, Additional Cards and Credit Account.



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- 7. The Cardholder is entitled to withdraw from the Contract without stating the reason within 14 calendar days from the date on which the Contract was concluded. Notice of withdrawal from the Contract must be sent to the Bank in writing or on other durable medium accessible to the Bank. In the case that a Cardholder effectively withdraws from the Contract, the Cardholder is obliged to pay the Bank the principal and the accrued interest from the day when the Credit began to be drawn up until repayment of the principal without undue delay, but not later than 30 calendar days after sending the Bank the notice of withdrawal from the Contract.
- 8. The Bank issues Credit Cards containing contactless functionality. Based on a written request by the Cardholder the Bank may block the contactless functionality.

XIII. Complementary services

The Bank is entitled to at any time cancel or change the scope or type of Complementary Services provided (such as various types of travel insurance for the Credit Card, insurance 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 replacing one Complementary Service by a different Complementary Service shall be published on the Bank's website www.csob.sk.

XIV. Rights of the Bank

- 1. In the case 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 ensuing from the Contract, in particular the following:
 - a. arrears on any amount ensuing from the Contract to be repaid to the Bank;
 - b. the Cardholder gets into arrears in meeting the obligations in respect of the Bank, or the Cardholder's representations prove to be untrue, inaccurate or incomplete;
 - c. there have been negative changes in the Cardholder's asset and financial situation;
 - d. the Bank ascertains that the Cardholder has given untrue information or presented the Bank with falsified documents.
- 2. At any time after the occurrence of any of the circumstances listed above under paragraph of this clause, by way of a written notification the Bank shall be entitled to:
 - a. restrict or suspend drawing on the Credit Limit;
 - b. declare payable all debts from the provided Credit by way of a written Notification of the Bank sent to the Cardholder, specifying the Maturity Date;
 - c. realise the Credit security provided by the Cardholder or third persons;
 - d. demand that the Credit Card issued in respect of the Cardholder, or persons specified by the Cardholder, be returned.

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- 3. The Bank is entitled to change the type of originally issued Credit Card to a type of Credit Card that allows the Cardholder to make at least the same types of Transaction as the originally issued type of Credit Card.
- 4. The Bank is entitled to block a CNP Transaction for the reasons:
 - a. concerning Credit Card security;
 - b. suspicion of unauthorised or fraudulent use of the Credit Card.

XV. Final provisions

- 1. The correspondence address for sending documents to the Bank is: Československá obchodná banka, a.s., Správa úverov fyzických osôb, Žižkova 11, 811 02 Bratislava. The correspondence address for sending documents to the Cardholder is the Cardholder's permanent residence address. The correspondence address of the Cardholder listed in the Contract as first in the list of Cardholder's parties will be used by the Bank for sending any written documents to all co-debtors subject to delivery principles as set out in the GBT&C. The Cardholder is required to notify the Bank in writing of any change to the Cardholder's or the Cardholder's co-debtor's correspondence address, contact telephone number or email address.
- 2. The Bank has the right to unilaterally change the Terms & Conditions. The Bank is obliged to announce in writing on its website and at its operating premises in a comprehensible manner each change to the Terms & Conditions, in the Slovak language at least 15 days prior to the effective date of the respective change, unless a specific regulation provides for otherwise, or unless the Bank has agreed otherwise with the Cardholder.
- 3. The Bank is entitled to unilaterally amend the terms and conditions of the Contract, provided it promptly informs the Cardholder in writing of such amendment and of the option to terminate the Contract; in such case the Cardholder shall have the right to terminate the Contract free of charge and with immediate effect. Information given in a Statement shall also be deemed to constitute informing of the Cardholder in writing.
- 4. The Bank and Cardholder shall seek to resolve any disputes arising on the basis of the Contract amicably and by way of negotiations conducted in good faith and shall attempt to avoid court or other proceedings.
- 5. These Terms & Conditions replace the Terms & Conditions for the Issuance and Use of a ČSOB Credit Card dated 1 May 2017 and enter into force and effect on 13 January 2018.

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