

TERMS AND CONDITIONS FOR THE ISSUANCE AND USE OF A DEBIT 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 as amended and in accordance with the Card Association Rules issues the following Terms and Conditions for the Issuance and Use of a Debit Card (the “Terms & Conditions”).

I. General provisions

1. These Terms & Conditions regulate relations among the Bank, Account Holder and Cardholder that arise upon the issuance and use of Debit Payment Cards.
The Bank issues Debit Payment Card (the “Payment Card”) according to the current offer as follows:
 - to the account(s) denominated in euro currency;
 - to the account(s) denominated in selected foreign currencies (the “Account”);on the basis of the Application for the Issuance and Use of a Debit Payment Card (the “Application”) which upon its signing by the Account Holder, Cardholder and the Bank becomes the Contract on the Issuance and Use of a Debit Payment Card.
2. The current offer of the Payment Cards and the Complementary Services provided therewith 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. Civil Code as amended (the “Civil Code”), Act No. 492/2009 Coll. on Payment Services and on amendments of and supplements to certain acts as amended (“Act on Payment Services”), and Act No. 483/2001 Coll. on Banks as amended (the “Act on Banks”).
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 the Account Holder shall use the Call Centre, a branch of the Bank 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 branch of the Bank.

II. Definition of Terms

Account Holder is a natural person – consumer, natural person – entrepreneur or a legal entity who has opened a current account at the Bank on the basis of the respective specific contract 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 the 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 use other services by means of the Payment Card.

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

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 Payment Card.

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.

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

- by using any of the Authentication Procedures, or
- by actual using of the Payment 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).

Transactions authorised in the above manner are irrevocable.

Bank is Československá obchodná banka, a. s. with its registered office at: Žižkova 11, 811 02 Bratislava, ID No.: 36854140, 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 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 the Payment Card the use of which has been temporarily or permanently restricted by 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 physical 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 at exchange offices or at the Bank branches by means of an Imprinter device or at the Merchants by means of a POS Terminal.

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

Chargeback is a justified Claim regarding the Transaction, filed by the Cardholder against the Bank or the 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 of the Account Holder and / 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 the Merchant over the Internet, by telephone, fax or e-mail, by manually entering the Payment Card number, expiration date, CVV or CVC, and the required payment amount for the purchase of goods or services.

Contactless Transaction is the Transaction made by placing a 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 depending on the region; it is set in the local currency by the Card Company VISA or MasterCard for each country individually.

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 on the Payment Card which is normally used in authenticating CNP Transactions.

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

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

Debit Card (the “Payment Card”) is a means of payment issued by the Bank in respect of the Account’s Holder 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 transactions for goods and services and cash withdrawals. Depending on the data reading technology used, the Payment Cards are divided into Payment Cards with contact or contactless functionality. The Payment Card may be issued on various media such as plastic, a sticker, a watch, built in a mobile telephone, etc.

Dynamic Currency Conversion (DCC) is a service enabling the 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 which the Bank issues, and which are available at the operating premises of all Bank branches and on the Bank’s website www.csob.sk.

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

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

Limit is the maximum amount of funds that can be drawn by means of the Payment Card for the agreed period provided there is sufficient coverage on the account in respect of which the Payment Card is issued; the agreed period may be one day or one month.

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

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

MO/TO Transaction (mail order/telephone order) 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.

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.

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

Return of Goods is the Transaction made by the Payment Card at a POS Terminal at the 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 the Payment Card at the POS Terminal or Imprinter, confirming the provided services, purchase of goods, signed by the Cardholder.

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

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

Secure Internet Transaction is the Internet payment made using the Payment Card by means of the Internet at the Acquirer of the Secure Internet Merchant authenticated by the Cardholder via an SMS code.

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 accounts and to selected information as detailed on www.csob.sk.

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

Transaction is any payment transaction (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 Transaction is the Transaction made using the Payment Card to which the Cardholder did not give consent and which does not contain any of the requisites of the Authorised Transaction.

III. Issuance of a Payment Card

1. There is no legal claim to issuance of a Payment Card. The Payment Card is issued by the Bank principally in the name and surname of the Cardholder and is not transferable. The Bank is entitled to refuse the Account Holder’s request for issuance of a Payment Card without giving any reason.
2. The Account Holder may submit the Application at any branch of the Bank.
3. The Bank reserves the right to deliver the issued Payment Card to the Cardholder in the agreed manner, i.e. by post or via the Bank branch. The Bank is entitled to send the Payment Card to the Cardholder’s correspondence address. In the case of the Cardholder requesting delivery of the Payment Card to the Cardholder’s address abroad, the Bank may send the Payment Card to this address of the Cardholder only following the Cardholder’s prior explicit written consent to paying the increased costs of delivery of the Payment Card to the account of the Bank. The Cardholder is obliged, upon receiving the envelope containing the Payment Card, to check that the envelope has been damaged or the data on the Payment Card is correct and, in the event that the envelope has been damaged or the data on the Payment Card is incorrect, the Cardholder shall notify the Bank of this fact.
4. Unless agreed otherwise, if the Cardholder does not receive the Payment Card by post within 20 days from submitting an application for issuance or within 20 days following the expiry of the Payment Card’s validity in the case of the Payment Card renewal, the Cardholder shall inform the Bank of this fact.

5. The Cardholder activates the Payment Card by way of the first use of the Payment Card at an ATM or POS Terminal (by reading the data directly in a contact way from the Chip) and by entering the correct PIN and making a contact Transaction.

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 and also from this moment bears the liability for the Transactions made using the Payment Card.
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 a member of staff of the Bank who hands the Payment Card over to the Cardholder and verifies the Cardholder's identity. The Cardholder confirms receipt of the Payment Card by signing the Payment Card Takeover Protocol, containing the number of the Payment Card which has been issued to the Cardholder and 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 the Cardholder a copy of the Payment Card Takeover Protocol.
3. In the case of 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 persons 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 Payment Card (e.g. to keep the Payment Card separately from the Cardholder's personal documents and, in particular, from the information about the PIN, after each use of the Payment Card to put it away in a secure place, to not entrust it to third persons, to protect the Payment Card against the effects of magnetic fields, etc.).

V. Receipt and safekeeping of the PIN

1. PIN is usually handed over to the Cardholder at the Bank branch maintaining the Account Holder's account. The Cardholder may ask to take receipt of the PIN at a branch other than the Bank branch maintaining the Account Holder's account. The Bank may also provide for delivering of the PIN to the Cardholder also by post at the Cardholder's cost to the correspondence address stated by the Cardholder in the 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 the 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 another 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 notify the Bank of this fact, whereupon the Bank shall issue the Cardholder another Payment Card with a different PIN free of charge.
3. The Bank communicates 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 destroy the envelope immediately after becoming familiarised with the PIN. The PIN may not be disclosed in any manner whatsoever to a third person or recorded in any place. The Cardholder is obliged 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.
4. The Bank does not keep any records on the PINs.

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

1. The places where the Payment Card may be used are branded with the logo of the respective Card Company (e.g. MasterCard, Visa) or the Payment Card type (Maestro, VISA Electron) and are consistent with the logo indicated on the Payment Card.
2. The Payment 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 the Security Rules for the Use of Payment Cards that are published on www.csob.sk.
4. If the Payment Card has been retained by an ATM, the Account Holder or the Cardholder may request the Bank to return the Payment Card by personally visiting any branch of the Bank within 30 days following the day when it was retained. Otherwise the Bank reserves the right to cancel the Payment Card after the above period.
5. The Cardholder is obliged to prevent disclosure of the Payment Card data. In the case of the Internet Transactions, this obligation shall be met by the Cardholder only if the Cardholder activates the Secure Internet Payment service for the Payment 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 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 respective facts (misuse or unauthorised use of the Payment Card).

6. The Merchant may execute the Transaction only if it has received from the Bank, the Authorisation Centre or the Card Company the 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 a proof of identity of the Cardholder. In case of any doubt and/or on the basis of the Authorisation results the member of staff is entitled to not execute the Transaction, to retain the Payment Card and to destroy it before the eyes of the unauthorised Cardholder, with the obligation to issue a confirmation on retention of the Payment Card for the Cardholder.
7. When using the Payment Card, the Cardholder Authorises the Transaction (i.e. gives the content 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 Payment Card into the ATM, reading the data from the Chip and entering the PIN;
 - b. in the case of the Transaction made through an ATM, by placing the Payment 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 Payment Card into the POS, reading the data from the Chip and entering the PIN;
 - d. in the case of cashless and cash (Cash Back, Cash Advance) Transactions made through a POS Terminal, by inserting the Payment Card into the POS, reading the Magnetic Strip and entering the PIN or attaching the Cardholder's signature;
 - e. in the case of Contactless Transactions, by placing the Payment Card against a POS Terminal, reading the data from the Chip, without being necessary to enter the PIN or attach the signature;
 - f. in the case of Contactless Transactions, by placing the Payment Card against a POS Terminal, reading the data from the Chip and entering the PIN;
 - g. by actual using of the Payment Card itself and reading the data from the Payment Card Chip also without using the Authentication Procedure, in the case of special terminals when 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 Payment Card number, its validity period and / or CVC2, or CVV2 of the Payment Card;
 - i. in the case of Secure Payment Transaction at the Secure Internet Merchant, by entering the Payment Card number its validity period and / or CVC2, or CVV2 of the Payment Card and also by entering the security code for the respective Transaction sent in the form of an SMS to the Cardholder by the Bank to the mobile phone number predefined by the Cardholder.
 - j. in the case of other CNP Transactions, by manually entering the Payment Card number, its validity period and/or CVC2 or CVV2 of the Payment Card;
 - k. in the case of other Transactions, in the manner required by the Merchant or defined by the Acquirer and necessary for making the Transaction;
 - l. in the case of the 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 Payment Card number in the Merchant's systems;

- m. in the case of other Transactions to execution 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, the 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 the Payment Card Transaction an incorrect PIN has been repeatedly entered (3 times), the Bank shall automatically block the Payment Card for security reasons (temporary blocking). The 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 of the Payment Card.

VII. Liability of the Bank and the Cardholder

1. The Payment Cardholder shall be responsible for ensuring that all Transactions made using the Payment 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 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 denial of the Transaction caused by a 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 Payment Card for making the Transaction.
3. The Account Holder shall be liable for all Transactions made by using the Payment Cards issued in respect of the Account Holder's account and is obliged to compensate the Bank for any damage caused to the Bank through improper use of the Payment Card.
4. The Cardholder shall be fully liable for all Transactions made by using the Payment Card from the time of unblocking of a temporarily blocked Payment Card.
5. The Cardholder has the right to make Transactions using the Payment Card only within the set Limit, at the most up to the amount of the available balance on the account. The Account Holder and/or the Cardholder are obliged to continuously monitor and check the amounts of the Transactions made using the Payment Card and to avoid overdrawing the available balance on the account. The 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 overdrawing of the available balance (unauthorised overdraft) under the respective account agreement.
6. In the case of overdrawing funds on the account without contractual agreement the unauthorised overdraft shall accrue interest at the current debit interest rate declared by the Bank and listed in the document "Interest Rates Overview". Information about current interest rates is available at the operating premises of the Bank branches and on the website www.csob.sk.

7. The Bank is entitled to change the type of the originally issued Payment Card at any time throughout the term of the contractual relationship to the type of the Payment Card that allows the Cardholder to make at least the same types of the Transactions as the originally issued type of the Payment Card.
8. The Bank is entitled to block the Payment Card, CNP Transaction or temporarily unilaterally reduce the Limits on the Payment Card due to the following reasons:
 - a. suspicion of unauthorised or fraudulent use of the Payment Card;
 - b. concerning the Payment Card security or in other cases eligible for special consideration; in particular due to non-agreed overdrawing of the funds on the 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.
9. The Bank shall notify the Cardholder (or the Account Holder) that the Payment Card has been blocked, including the reasons for its blocking, before blocking the Payment Card or immediately after blocking the Payment Card, unless specific legal regulations stipulate otherwise, by sending an SMS to the Cardholder's (or the Account Holder's) telephone number that the Cardholder (or the Account Holder) gave to the Bank. The Bank shall notify the Cardholder (or the Account Holder) of blocking the CNP Transaction or temporary unilateral reduction of the Limits on the Payment Card by sending an SMS to the Cardholder's (or the Account Holder's) telephone number recorded by the Bank in its information systems.
10. The Cardholder is required to act so that 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 execution of the Unauthorised Payment Transaction immediately upon learning of this. In the cases 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 loss suffered as a result of using the lost or stolen Payment 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 Payment 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 Payment 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 Payment Card is filed at the Bank.

VIII. Fees

The Bank shall charge the Cardholder fees according to the applicable Bank's Table of Fees which is available at all Bank branches and on the 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 the amounts representing the fees for issuing the Payment Card, Complementary Services and for insurance in respect of the Payment Card, as well as fees for the Transactions made using the Payment Card issued in respect of the Account Holder's account.

IX. Periods and manner of clearing the 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 respective Payment Card has been issued.
2. Any Transaction made using the Payment Card is usually charged on the business day following the receipt of the accounting advice from the Acquirer. Clearing of the Payment 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 Payment 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.
3. Where the Cardholder so requests, the Bank shall send an SMS on the Authorisation of the Payment Card payment and on its amount. In the case of the Payment Card Transaction made in a foreign currency the SMS on the Transaction amount is of an indicative nature only.
4. In the case of the Payment Card Transactions abroad, the conversion of the Transaction amount denominated in the Transaction currency (other than euro) to the Transaction clearing currency (euro) at the Bank shall use the sell rate set by the Bank (exchange rate schedule) valid on the day of the Transaction clearing at the Bank. Conversion of the Transaction amount denominated in the Transaction clearing currency at the Bank to the currency (other than euro) in which the Account Holder's account is maintained 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 maintained in the currency in which the Bank clears the Transactions, when charging the Transaction (euro) the Bank shall not convert the Transaction amount denominated in the Transaction clearing currency (euro) at the Bank to the currency in which the Account Holder's account is maintained. 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 maintained.

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 Yuan), the conversion of the Transaction denominated in the Transaction currency to the Transaction clearing currency (euro) at the Bank shall use the exchange rate of this currency to the Card Company's reference currency set by the respective Card Company and then the Transaction amount denominated in the reference currency shall be converted to the Transaction clearing currency (euro) at the Bank.

In Transactions where the DCC service was used the Transaction is cleared at the commercial conversion rate defined by the Acquirer.

The Bank processes the Transactions in euro currency, i.e. the Transaction clearing currency is euro.

5. In the case of payment made by the Payment Card 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 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 the 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.

6. The Bank is entitled to charge the Transaction within 30 calendar days following the date of the Transaction being made. Pursuant to the Act on Banks the Bank shall keep internal records enabling retrieval of the Transaction and correction of errors. The Cardholder is obliged to regularly check the Payment Card Transactions also by using electronic information channels, inter alia, in order to file any Claim in a timely manner.

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

X. Claims, procedures and handling times

1. If the Account Holder or the Cardholder disagrees with a cleared Transaction, they have the right to file a Claim. The Account Holder or the Cardholder is required to file a Claim in the manner specified by the Bank in line with the applicable Claims Procedure of the Bank without undue delay following the day of ascertaining the facts, but no later than within 13 months from the date of making the Transaction.
2. The Account Holder or the Cardholder is obliged 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 Account Holder's or 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 are presented whereupon the Claim shall be deemed filed.

3. In the cases of the Claim concerning a disputed Transaction with suspicion of the Payment Card misuse (e.g. card forgery, Internet, ATM) it is the obligation of the Account Holder or the Cardholder to hand over to the Bank the respective Payment Card to which the disputed Transaction relates. This obligation shall not apply in the cases of the Payment Card loss or theft having been duly reported to the Bank.
4. The Bank shall file the Transaction Claim at the Acquirer only after all documents it has requested are submitted.
5. 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 that has been filed, specifying the date of final response. The period for delivery of the final response may not exceed 35 business days.
6. In the case of the Transaction made using the Payment Card in the currency other than euro, handling of the Claim may last for as long as 6 months.
7. When charging Transactions made by Payment Cards abroad, the Bank shall not recognise the 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 have been paid for by the Payment 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.
9. If the Account Holder or Cardholder, subject to making the Claim regarding a disputed Transaction in accordance with these Terms & Conditions, is unsuccessful in such Claim or in seeking other remedy at the Bank, the Account Holder or the Cardholder shall have the right to turn to the competent court or arbitration court that decides such disputes.

XI. Loss, theft and misuse of a Payment Card

1. It is the responsibility of the Cardholder to notify the Bank of the loss, theft, misuse of the Payment Card or of the 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 Payment Card and if there is any change to this telephone number, the Bank shall inform the Cardholder of this fact in writing. If the Cardholder suspects misuse of the Payment Card, the Cardholder is required to report this fact also to the Slovak Republic Police.
When informing the Bank, the Cardholder is obliged to give identification data on his person and on the Payment Card (if unable to give the Payment Card number, the Cardholder shall state other data on the basis of which it is possible to uniquely identify the Cardholder and the 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 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 Payment Card.

3. Each Payment Card reported as lost, stolen, misused or suspected of use in the 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 of the Payment Card's validity. If the Cardholder re-obtains the Payment Card after it was reported as lost, stolen or misused, the Payment Card may no longer be used and the Cardholder is required to return it to the Bank.
4. The liability of the Account Holder and/or the Cardholder for the Transactions made using the 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, except for the 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 the Transaction ends at midnight 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 the Transactions made using the Payment Cards in which the PIN, SMS code was used for the 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 the 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 the Claim concerning the Unauthorised Payment Transaction made by the Contactless Card, the Bank shall take into consideration the results of investigation as to whether there was no negligence or fraudulent conduct on the part of the Cardholder.

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

1. The Account Holder is obliged to notify the Bank of any change to the 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 the 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 re-issue of the PIN, or change the PIN via an ATM no later than 35 calendar days prior to the Payment Card expiration date. 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 the Transaction, etc. may also be made by means of the contractually agreed ČSOB Electronic Banking services according to the current offer published on www.csob.sk.

3. The Cardholder is entitled, by means of the SmartBanking application, 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 the Cardholder);
 - unblocking of a temporarily 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 the Secure Internet Payment (may be made by the Account Holder or the Cardholder).
4. Temporary blocking of the Payment Card in the SmartBanking application is intended for the 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 the 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 and/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 on the part of the Cardholder.
5. In the event of repeated unauthorised overdrawing of the account in respect of which the Contactless Card has been issued, or in the case of suspicion of fraudulent conduct, the Bank shall be entitled to cancel the Contactless Card. The Bank shall preferentially issue the Payment Cards containing the contactless functionality.

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

1. The Cardholder may request cancellation of the Payment Card in writing. 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 the right of disposal. The Bank shall bear no liability for any damage incurred by the Account Holder or the Cardholder in consequence of the Payment Card cancellation. Liability for damage caused through any misuse of the Payment Card that was cancelled on the basis of the Cardholder's written request shall belong to the Bank from the first calendar day following the day on which the written request for cancellation of the Payment Card was submitted.

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 in particular 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 the Payment Card misuse).
3. The Cardholder (except for the electronic Maestro or Visa Electron card) must, at the Bank's request, or at the end of the Payment Card's Validity, return the Payment Card to the Bank branch maintaining the Account Holder's account in respect of which the Payment Card was issued. Otherwise, the Bank shall have the right to restrict the Payment Card's Validity.

XV. Complementary services

The Bank is entitled to at any time cancel, or change the scope and type of, the 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 the 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 corresponding address for sending documents to the Bank is: Československá obchodná banka, a.s., Žižkova 11, 811 02 Bratislava.
2. The correspondence address for sending documents to the Cardholder is the correspondence address for delivering the notices 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.
3. 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 2 months 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.
4. These Terms & Conditions replace the Terms & Conditions for the Issuance and Use of a Payment Card dated 15 March 2016 and enter into force and effect on 13 January 2018.