

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

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

## I. General provisions

1. These Terms & Conditions arrange relations between the Bank and Cardholder that arise upon the issuance and use of Debit Cards.
2. The Bank issues to the Cardholder a Debit Card (hereinafter simply the “Payment Card”) according to the current range in respect of the Account Holder’s current account denominated in euros; and specific types of Payment Cards in respect of an account/accounts denominated in selected foreign currencies (hereinafter simply the “account”), on the basis of an Application for the Issuance and Use of a Debit Card (hereinafter simply the “Application”), and which upon its signing by the Cardholder and the Bank becomes a part of the respective account. The current range of Payment Cards and accompanying Complementary Services is published by the Bank in information materials available at all Bank branches or on the website [www.csob.sk](http://www.csob.sk).
3. Legal relationships relating to the issuance and use of Payment Cards are governed primarily by Act no. 40/1964 Coll. the Civil Code, as amended (hereinafter simply the “Civil Code”), Act no. 492/2009 Coll. on payment services and on the amendment of certain acts, as amended (hereinafter simply the “Payment Services Act”) and Act no. 483/2001 Coll. on banks, as amended (hereinafter simply the “Banking Act”).
4. The Payment Card remains the property of the Bank and only the right to use it passes to the Cardholder.
5. For communication with the Bank the Cardholder shall use the Call Centre, a Bank branch or the ČSOB electronic banking services. If a given service or method of communication by means of the ČSOB electronic banking services is enabled by the Bank, and unless explicitly stated otherwise in these Terms & Conditions, communication by means of the ČSOB electronic banking services shall be equivalent to communication via a Bank branch.

## II. Definitions of terms

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

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

**Additional Card** is a Payment Card issued in respect of the Account Holder's account for persons designated by the Account Holder; funds drawn using the Additional Card are debited from the Account Holder's account. The Limit on an Additional Card is always less than or equal to the Limit on the Principal Card.

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

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

**Authentication Data** means the entry of a PIN or the Cardholder's signature or the entry of a CVC/CVV or SMS code or order confirmation in the case of CNP transactions.

**Authorisation Centre** is the place where Authorisation is performed, i.e. verification of coverage of a Payment Card payment.

**Authorisation Code** is a six-figure combination of digits or digits and letters a Merchant receives as a confirmation of approval for completing a Transaction.

**Authorisation** is the process of automatic or voice verification of coverage of a Payment Card payment at the Authorisation Centre. The result of an Authorisation is approval or denial of the Transaction.

**Authorised Payment Operation** is a payment operation made using a Payment Card and for the execution of which the Cardholder has granted consent by using any of the Authentication Data or through the actual use itself of the Payment Card, including the case of not using Authentication Data, e.g. using a self-service terminal, paying for travel tickets, tolls, parking fees or making a Contactless Transaction; or where this concerns a transaction performed with the Cardholder's written consent. Payment operations authorised in this way are irrevocable.

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

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

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

**Cancelled Card** is a Payment Card whose validity was ended prior to the expiry of the validity period indicated on the Payment Card, and this on the basis of a decision by the Bank or Cardholder in accordance with these Terms & Conditions, or is a Payment Card that has been permanently blocked.

**Card Blocking** is the process of restricting the functionality of a Payment Card.

**Card Company** (MasterCard, VISA, American Express, Diners Club International, JCB...) 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.

**Card Validity** is the period beginning on the first day of the receipt and signing of the Payment Card and ending on the last day of the calendar month and year indicated on the Payment Card. The validity of a Payment Card also ends through its cancellation, i.e. permanent blocking of the Payment Card.

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

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

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

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

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

**Claim** is a request by 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 Payment Card. CNP Transactions are usually made at a Merchant over the Internet, by telephone, fax or e-mail, by manually entering the Payment Card number, expiry date, CVV or CVC, and the required payment amount for the purchase of goods or services.

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

**Contactless Card** is a Payment Card with contactless technology labelled as PayPass for Payment Cards issued with the MasterCard logo or PayWave for Payment Cards issued with the VISA logo. The PayPass and PayWave technology enables Contactless Transactions by placing the Payment Card against a contactless sensor on a POS Terminal device, or ATM, that supports contactless technology.

**Contactless Transaction** is a Transaction made by placing a Contactless Card against the contactless sensor of a POS Terminal, or ATM, at a distance normally of up to 10 cm; in the case of payments up to €20 it is not normally necessary to confirm the Transaction by entering the PIN. For Contactless Payments above €20 the Cardholder is normally prompted to enter the PIN. The amount of a 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 separately. For Contactless Transactions made without entering the PIN, the contactless limit is defined by the Bank. In the event that the contactless limit is exceeded, the POS Terminal, or ATM, in making the Contactless

Transaction shall notify the Cardholder that the limit has been exceeded; the limit must then be renewed by making a PIN transaction, preferably using a contact card.

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

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

**Debit Card** is an electronic means of payment issued by the Bank in respect of an Account Holder's account normally as a plastic card that through its appearance, layout of data and protection features corresponds in both its front and rear to the respective Card Company's specifications. By means of a Payment Card it is possible to make cashless payments for goods and services and cash withdrawals. Payment Card is the common name for a Principal, Additional and Corporate Card. Depending on the data reading technology used, Payment Cards are divided into Payment Cards with contact or contactless functionality. A Payment Card may be issued on various media such as plastic, a sticker, a watch, built in a mobile telephone, etc..

**Dynamic Currency Conversion (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.

**Embossed Card** is a Payment Card with a relief record of personal identification data, intended for cash withdrawals from ATMs, at the cash desk of the Bank or other banks and branches of foreign banks, as well as for cashless payments for goods and services via a POS Terminal, Imprinter or the Internet.

**General Business Terms & Conditions of the Bank** are the conditions that the Bank issues, and which are available at the operating premises of all the Bank's branches and on the Bank's website [www.csob.sk](http://www.csob.sk).

**Imprinter** is a mechanical sensor of the relief record from an Embossed Card, located at a Merchant, enabling the Merchant to accept Payment Cards for cashless payments with just the Cardholder's signature.

**Indented Card** is a Payment Card without a relief record of personal identification data and is intended for cash withdrawals from ATMs and for cashless payments for goods and services by means of a POS Terminal, and in the case of certain types of Payment Cards also for payments via the Internet.

**Insurance Company** is a legal entity by means of which the Bank, as the policyholder, mediates for the Cardholder insurance relating to the Payment Card. The Bank shall provide the Cardholder with information about the insurance and general insurance terms of the Insurance Company.

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

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

**Issuer** is a bank licensed by a Card Company to issue Payment Cards.

**Limit** determines the maximum number of Transactions and the maximum amount of funds that can be drawn by means of a 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. The Limit is always agreed in the Application for the Issuance and Use of a Payment Card.

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

**Merchant** is a legal entity or natural person – entrepreneur who has a Payment Cards acceptance agreement concluded with an Acquirer.

**MO/TO Transaction** (mail order/telephone order transaction) is a type of CNP Transaction initiated by telephone or written consent by the Cardholder, and made without the Payment Card being physically present by way of manually entering the Payment Card number, expiration date, CVV or CVC 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 or services by Payment Card.

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

**Principal Card** is a Payment Card issued in respect of the Account Holder's account.

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

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

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

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

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

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

**SmartBanking** is a mobile application of the Bank providing an authorised person access to the Account Holder's account and to selected information as detailed on [www.csob.sk](http://www.csob.sk).

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

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

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

### III Issuance of a Payment Card

1. There is no legal claim to issuance of a Payment Card. A Payment Card is issued principally to the Cardholder's name and is not transferable. The Bank may refuse an Account Holder's request for issuance of a Payment Card. In these cases the Bank shall always inform the Account Holder in writing or by telephone, though shall not state the reasons for the refusal.
2. The Account Holder can submit the Application at any Bank branch.
3. The Bank reserves the right to deliver the Payment Card to the Cardholder in a manner chosen by the Bank, either by post or via the Bank's 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 his address abroad, the Bank may send the Payment Card to this address of the Cardholder only following the Cardholder's prior written express consent to paying the increased costs to the Bank for payment card delivery. The Cardholder is obliged, upon receiving the envelope containing the Payment Card, to check that the envelope has not been opened, that 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, within 20 days from submitting an Application, or within 20 days following the expiry of a Payment Card's Validity in the case of Payment Card renewal, a Payment Card by post, the Cardholder 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 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 Payment Card

1. Upon receipt of the Payment 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 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 the Bank employee who hands the Payment Card over to the Cardholder and who verifies his identity. The Cardholder confirms receipt of the Payment Card by signing the Payment Card Takeover Protocol, containing the Payment Card number issued to the Cardholder, which serves for precisely identifying the Cardholder and the Payment Card itself. The Cardholder's signature on the Payment Card Takeover Protocol must be identical to the signature on the Signature Strip on the Payment Card. If the Cardholder so requests, the Bank shall give him a copy of the Payment Card Takeover Protocol.
3. 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 parties and which is protected against tampering by third parties. It is the responsibility of the Cardholder to take individual security measures as prevent misuse, damage, loss or theft of the Payment Card (e.g. to keep the Payment Card separately from your personal documents and, in particular, from information on the PIN; after each use of the Payment Card put it away in a secure place; to not entrust it to third parties; to protect the Payment Card against the effects of, for example, magnetic fields, etc.).

## V Receipt and safekeeping of the PIN

1. The PIN is normally handed over to the Cardholder at the Bank branch holding the Account Holder's account. The Cardholder may ask to take receipt of the PIN at a branch other than the Bank branch holding the Account Holder's account. The Bank may also deliver the PIN to the Cardholder by registered mail at the Cardholder's cost to the correspondence address stated by the Cardholder in the Application.
2. It is the Cardholder's obligation upon taking receipt of the envelope containing the PIN to check that the envelope has not been tampered with or unsealed. If the Cardholder takes receipt of the envelope containing the PIN at a Bank branch and finds that the envelope has been tampered with or unsealed, the Cardholder shall refuse to take receipt of the envelope containing the PIN and the Bank shall issue the Cardholder a different Payment Card with a different PIN free of charge. Where the PIN is delivered by post to the Cardholder's correspondence address, and the Cardholder finds that the envelope containing the PIN has been tampered with or unsealed, the Cardholder shall immediately inform the Bank of this, whereupon the Bank shall issue the Cardholder with a different Payment Card with a different PIN free of charge.
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 familiarising himself with the PIN. The PIN may not be disclosed in any way whatsoever to a third person or recorded in any place. The Cardholder is required to prevent disclosure of the PIN also when entering it at an ATM or POS Terminal (for example by covering the keypad with the other hand, etc.). Otherwise, the Account Holder shall be liable for any damage caused by negligence or failure to comply with this obligation.
4. The Bank does not keep any records on the PIN.

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

1. Places where a Payment Card may be used are branded with the logo of the respective Card Company (e.g. MasterCard, Visa), or the Payment Card type (Maestro, VISA Electron) and are consistent with the logo indicated on the Payment Card.
2. A Payment Card may not be used for Transactions that would contravene the generally binding legal regulations applicable in the place of making such Transactions.

3. When using an Indented or Embossed Card at an ATM or POS Terminal, it is required to enter the correct PIN, unless it concerns a Contactless Transaction. Payment Cards are always issued both with a Chip and Magnetic Strip; a Transaction is made by reading data from the Chip or Magnetic Strip. In the case of payments by an Embossed Card a Transaction may also be made on the basis of a mechanical imprint of data embossed on the Payment Card in an Imprinter. In the event that a Payment Card contains contactless technology, such Payment Card is marked on the front or rear with a logo for contactless technology of the company EMVco, namely with 4 wavy lines:  and to make Transactions using such Payment Card a contactless POS Terminal or ATM branded with that logo may be used.
4. When making Transactions the Cardholder shall follow the instructions of the POS Terminal or ATM pursuant to the Security Rules for the Use of Payment Cards, as published also at [www.csob.sk](http://www.csob.sk).
5. If a Payment Card has been retained by an ATM, the Cardholder may request that a branch of the relevant bank or any Bank branch returns the retained Payment Card. If the ATM gives a telephone number, the Cardholder may inform the bank administering the ATM that has retained the Payment Card of the Payment Card's retention and agree on how to proceed further. The Bank shall return the retained Payment Card to the Cardholder at the address of the issuing Bank branch, and where applicable due to the security reasons it shall re-issue the retained Payment Card and deliver it subject to the pre-set manner of delivery.
6. The Cardholder is required to prevent disclosure of Payment Card data. In the case of Internet Transactions, the Cardholder has fulfilled this obligation only if the Secure Internet Payment Service has been activated for such Payment Card. Failure to comply with this obligation by the Cardholder, irrespective of whether it arose as a result of culpable conduct or negligence, it shall be considered a gross violation of the Cardholder's obligations and the Account Holder shall be fully liable for any damage incurred through such action up to the moment of notifying the Bank of the relevant circumstances (concerning the misuse or unauthorised use of the Payment Card).
7. Entities providing trade or services are entitled to authorise a Transaction and to execute it only if the Point of Sale has received from the Bank, Authorisation Centre or Card Company consent to such Transaction. In the interest of protecting a Cardholder, a member of staff of the Point of Sale has at any time the right to request proof of identity from the Cardholder. In case of doubt and/or also as a result of the Authorisation the employee is entitled to not execute the Transaction, and to retain the Payment Card and to destroy it before the eyes of the Cardholder, with the obligation to issue the Cardholder with a confirmation on the Payment Card's retention.
8. When using a Payment Card the Cardholder Authorises a Transaction and is required to identify himself in the following way:
  - in case of a payment Transaction made through an ATM by using a PIN;
  - in the case of cashless and cash (Cash Back, Cash Advance) payment Transactions made through a POS Terminal, by entering the PIN, the Cardholder's personal signature, or a combination of both methods, depending on the type of Payment Card;

- in the case of Contactless Transactions or in exceptional cases no Authentication Data need be required;
  - for all payment Transactions at a Secure Internet Merchant it is required to enter the number, validity period and CVC or CVV of the Payment Card;
  - for secure payment Transactions at a Secure Internet Merchant it is required to enter the number, validity period and CVC or CVV of the Payment Card and also enter the code for the given Transaction, sent in the form of an SMS to the Cardholder by the Bank to a predefined mobile phone number that the Cardholder stated as the number for sending authentication codes for Secure Internet Transactions;
  - for other CNP Transactions by entering the number, validity period and CVC or CVV of the Payment Card.
9. 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.
10. If for a Transaction by a Payment Card an incorrect PIN has been repeatedly entered, the Payment Card's Validity will be automatically temporarily restricted for security reasons. 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 on the Payment Card.

## VII. Liability of the Bank and the Cardholder

1. The Cardholder shall be responsible for ensuring that all Transaction made by the Payment Card are not at variance with the provisions of Act no. 202/1995 Coll. the Foreign Exchange Act and the act amending Act of the Slovak National Council no. 372/1990 Coll. on offences, as later amended.
2. The Bank shall not be liable for any damage incurred by the Cardholder in connection with the use of the Payment Card as a result of circumstances beyond the control of the Bank (e.g. due to the denial of a Transaction caused by a faulty ATM, incorrect Authorisation or denial of Authorisation, as a result of a fault on the Authorisation Centre processing system, a power outage, failure of transmission lines, etc.). The Bank shall also not be liable in the event that a Point of Sale, other bank or branch of a foreign bank does not accept the Payment Card for making a Transaction.
3. The Account Holder shall be liable for all Transactions made using Payment Cards issued in respect of his account and is obliged to compensate the Bank for any damage caused to it through improper use of the Payment Card.
4. The Cardholder shall bear full liability for losses arisen from the authorised or unauthorised use of the Payment Card from the moment of unblocking a temporarily blocked Payment Card.
5. The Cardholder has the right to make Transactions using the Payment Card only within the set Limit at maximum up to the available account balance. It is the responsibility of the Cardholder to

continuously monitor and check the amounts of Transactions made by means of the Payment Card and to avoid overdrawing the available account balance. Transactions are cleared with a time delay. The Account Holder shall nevertheless be liable for all Transactions regardless of the Limit and shall be required to compensate for any damage caused to the Bank, including any overdrawing of the available balance (unauthorised overdraft) under the 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 published in the document “Interest Rates Overview”. Information on current interest rates is available at the operating premises of Bank branches and on the website [www.csob.sk](http://www.csob.sk).
7. The Bank is entitled to change the type of originally issued Payment Card to a type of Payment Card that allows the Cardholder to make at least the same types of Transaction as the originally issued Payment Card type.
8. The Bank is entitled to block a Payment Card, CNP Transaction or temporarily unilaterally reduce limits on the Payment Card for the reasons:
  - concerning Payment Card security;
  - suspicion of unauthorised or fraudulent use of the Payment Card.

The Bank shall notify the Account Holder (or Cardholder) that the Payment Card has been blocked, including the reasons for this blocking, before blocking the Payment Card or immediately after blocking the Payment Card, unless specific legal regulations stipulate otherwise, by sending an SMS to the Account Holder’s (or Cardholder’s) phone number that the Account Holder (or Cardholder) gave to the Bank, or by a different appropriate method. The Bank shall attempt to notify the Account Holder (or Cardholder) of the blocking of a CNP Transaction or of the temporary unilateral reduction of Limits on the Payment Card by sending an SMS to the Account Holder’s (or Cardholder’s) phone number that the Account Holder (or Cardholder) gave to the Bank, or by a different appropriate method, where possible before actually doing so.

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

## VIII. Fees

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

## IX Periods and manner of clearing Payment Card Transactions

1. The Bank performs clearing of all Payment Card Transactions to the debit of the Account Holder's account in respect of which the Payment Card has been issued.
2. Any Transaction made in Slovakia is normally charged with the value date of the following working day after receiving the accounting advice of its processing at the Bank. Clearing of a Payment Card Transaction made abroad is performed in accordance with the rules of the respective Card Company, with a time reserve from the time of actually making the Transaction. Conversion of a Transaction amount denominated in the Transaction clearing currency (the euro) at the Bank to the currency in which the Account Holder's account is held shall use the buy rate set by the Bank (exchange rate schedule) valid on the day of Transaction processing at the Bank.
3. In the case of Payment Card Transactions made abroad, the conversion of a Transaction amount denominated in a Transaction currency other than the euro to the Transaction clearing currency (the euro) at the Bank shall use the sell rate set by the Bank (exchange rate schedule) valid on the day of Transaction clearing at the Bank. Conversion of a Transaction amount denominated in the Transaction clearing currency at the Bank to the currency (other than the euro) in which the Account Holder's account is held shall use the buy rate set by the Bank (exchange rate schedule) valid on the day of Transaction processing at the Bank. Where the Account Holder's account is held in the currency in which the Bank clears Transactions, the Bank when charging a (euro denominated) Transaction shall not convert a Transaction amount denominated in the Transaction clearing currency (the euro) to the currency in which the Account Holder's account is held. No currency conversion is performed if the currency in which the Transaction is made is the same as the currency in which the Account Holder's account is held.

In the case that the currency in which the Transaction was made, (i) is not listed in the Bank's exchange rate schedule, or (ii) is listed in the Bank's exchange rate schedule but is CNY (Chinese yen), the conversion of the Transaction amount denominated in the Transaction currency to the Transaction clearing currency (the euro) at the Bank shall use the exchange rate of this currency to the Card Company's reference currency set by the Card Company and then the Transaction amount denominated in the reference currency shall be converted to the Transaction clearing currency (the euro) at the Bank.

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

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

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

Transactions. Where the Cardholder so requests, the Bank shall send an SMS on the Authorisation of a Payment Card payment and on its amount. In the case of a Payment Card Transaction made in a foreign currency the SMS on the Transaction amount is only of an indicative nature.

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

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

## **X. Claims, procedures and handling times**

1. If the Cardholder disagrees with a cleared Transaction, he has the right to file a Claim. The Cardholder is required to file a Claim in writing and promptly following the day of ascertaining the circumstances on the basis of which the Cardholder disputes the charged Transaction, though not later than 13 months from the date of making the Transaction.
2. The Cardholder is obliged to present available documentation relating to the disputed Transaction (the Cardholder's declaration on the disputed Transaction, copies of Sales Slips, a document concerning the Transaction's cancellation, a copy of the Statement with the claimed Transaction marked, etc.). The Bank is entitled to require, in addition to the listed documents, also further documents necessary for proving the eligibility of the Cardholder's claim. In case where the documentation necessary for handling the Claim is not duly delivered to the Bank within the agreed period, the Bank shall be entitled to suspend the Claim proceedings until the documents have been presented, whereupon the Claim shall be deemed filed.
3. It is the responsibility of the Cardholder, in the case of a Claim concerning a disputed Transaction with suspicion of Payment Card misuse (e.g. card forgery, Internet, ATM), to always hand in to the Bank the Payment Card to which the disputed Transaction relates. This obligation shall not apply in the case of Payment Card loss or theft having been duly reported to the Bank.
4. The Bank shall file the Transaction Claim at the Acquirer only following the submission of all documents it has requested. In the case of a Claim relating to Transactions made by Payment Card, the Acquirer shall set the period for stating an opinion regarding the Transaction Claim and for responding to the Bank, pursuant to the Card Company rules. The Bank shall inform the Cardholder in writing on the course of handling of the Claim within 30 days of its filing. The Bank shall inform the Cardholder in writing of the acceptance or denial of the Claim only after receiving the response from the Acquirer.

5. When charging Transactions made by Payment 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.
6. The Bank shall not be liable for defects in the goods or services that the Cardholder paid for by the Payment Card. The Cardholder is required to make this type of claim at the place of purchase.
7. If the Cardholder, subject to making a 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 Cardholder shall have the right to turn to the competent court, or arbitration court that decides disputes between Payment Card Issuers and Holders in matters of the issuance and use of electronic means of payment under the Payment Services Act.

## **XI. Loss, theft and misuse of a Payment Card**

1. It is the responsibility of the Cardholder to inform the Bank of the loss, theft or misuse of the Payment Card or of an Unauthorised Payment Operation, immediately after learning of this, on the telephone number **+421 2 5966 8230**, or in person at any Bank branch. This telephone number is also stated on the Payment Card. If there is any change to this telephone number, the Bank shall inform the Cardholder of this in writing. If the Cardholder suspects misuse of the Payment Card, the Cardholder is required to also report this to the SR Police.  
The Cardholder is obliged, when informing the Bank, to give identification data on his person and on the Payment Card (if unable to give the Payment Card number, he shall state other data on the basis of which it is possible to uniquely identify the Cardholder and Payment Card, for example the account number, birth identification number, or password, etc.). The Bank has the right to record the telephone call.
2. If Payment Card misuse or an Unauthorised Payment Operation is reported, the Cardholder is required to hand the Payment Card over to the Bank without objection or delay. A report of the loss or theft of a Payment Card may also be filed by a third party (hereinafter simply the "reporting party").
3. Any Payment Card reported as lost, stolen, misused or suspected of use in an Unauthorised Payment Operation shall, for security reasons, be blocked. The Bank shall not be liable for any damage incurred by the Cardholder as a result of the permanent restriction on the Payment Card's Validity. If the Cardholder re-obtains the Payment Card after it was reported as lost, stolen or misused, the Cardholder may no longer use the Payment Card and is required to return it to the Bank.
4. The liability of the Account Holder and/or Cardholder for Transactions made using a lost, stolen or misused Payment Card ends at the moment of the loss, theft or misuse of the Payment Card being reported to the Bank, with the exception of Transactions whose execution time cannot be ascertained, given the method by which they were made; the Account Holder's liability in the case of this type of Transaction ends at 24:00 hours on the day when the event was reported by telephone to the Bank.

5. The Bank and the Account Holder have agreed that the Bank, pending notification of the loss, theft or misuse of the Payment Card, shall not bear liability for any damage incurred in the case of Transactions made using Payment Cards in which the PIN, SMS code was used for Secure Internet Transactions, or in which the Cardholder acted fraudulently, or for any damage incurred as a result of the Cardholder's gross negligence. The moment of reporting the loss, theft or misuse of a Payment Card means the time (in hours, minutes and seconds), when the Cardholder reported the loss, theft or misuse of the Payment Card to the Bank so that the Bank, on the basis of the data provided, was able to identify and immediately block the Payment Card.
6. In assessing a Claim concerning an Unauthorised Payment Operation made by means of a Contactless Card, the Bank shall take into consideration the results of an investigation as to whether there was no gross negligence from the side of the Cardholder, or fraudulent conduct by the Cardholder.

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

1. The Account Holder is obliged to inform the Bank of any change to data that the Account Holder has provided to the Bank in connection with the issuance of the Payment Card in respect of the Account Holder's account (e.g. change of Cardholder's address, surname, telephone number).
2. The Cardholder has the right to request in writing a change to the Payment Card Limit, insurance, Complementary Services and may also request the reissue of a PIN, or change of PIN via an ATM no later than 35 calendar days prior to the Payment Card expiration date. A Cardholder who is not the Account Holder may request these changes only with the Account Holder's written consent. Changes to the data, parameters, or requirements concerning Payment Cards, such as the activation of SMS notification, online authorisation of a Transaction, etc. may also be made by means of the contractually agreed ČSOB Electronic Banking services according to the current offer published at [www.csob.sk](http://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 Cardholder);
  - unblocking of a temporary blocked Payment Card (may be made only by the Account Holder);
  - activation of the Secure Internet Payment service, setting up the service, change to the Secure Internet Payment Limit up to the amount of the overall Payment Card Limit, and change to the telephone number for Secure Internet Payments (may be made by the Account Holder or Cardholder).
4. Temporary blocking of a Payment Card in the SmartBanking application is intended for cases where the Cardholder does not have the Payment Card under full control and for this reason

wishes to have the Payment Card temporarily disabled. Only the Account Holder may unblock a temporarily blocked Payment Card by means of the SmartBanking application or by submitting a request at a Bank branch, and may do so only after ascertaining that the Cardholder has the Payment Card in his physical possession and that there has been no leakage of data from the Payment Card under any circumstances or disclosure of any data on the Payment Card such as, in particular, the Payment Card number, its validity, CVC/CVV code or disclosure of the Payment Card PIN to another person. Any violation of these obligations shall be considered by the Bank to constitute gross negligence by the Cardholder.

5. In the event of repeated unauthorised overdrawing of the account in respect of which a Contactless Card is issued, or in the case of suspicion of fraudulent conduct, the Bank shall be entitled to cancel the Contactless Card. The Bank shall preferentially issue Payment Cards containing contactless functionality.

### **XIII. Emergency assistance abroad**

1. If a Payment Card is lost or stolen abroad, the Cardholder may request the issue of an emergency Payment Card or payment of emergency cash to cover his necessary expenses. A request for a replacement emergency Payment Card or emergency cash may be made by the Cardholder on the telephone number **+421 2 5966 8230**.
2. An emergency Payment Card or emergency cash shall not be provided to Cardholders of Maestro and VISA Electron Payment Cards.
3. The Bank has the right to refuse to provide an emergency Payment Card or emergency cash.
4. If the Bank decides to provide them, it shall inform the Cardholder of where and how to take receipt of and use the emergency Payment Card or take receipt of the emergency cash.
5. An emergency Payment Card is normally issued and useable only in a restricted regime for cash payout, primarily at a branch of a foreign bank via the Cash Advance service.
6. The Bank provides the service by means of the VISA or MasterCard Card Companies and is subject to a fee according to the Bank's current Table of Fees.

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

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

Cardholder's written request shall belong to the Bank from the moment of receiving and entering in the system the written request for cancellation of the Payment Card's Validity.

2. The Bank may also, without prior notice, cancel the right to use the Payment Card, or temporarily or permanently block the Payment Card (this concerns primarily a breach of contractual conditions, blocking an account in the case of execution, a debit balance on the account, or in the case of suspicion of Payment Card misuse).
3. The Cardholder (of a Payment Card other than a Maestro or Visa Electron electronic card) must, at the Bank's request, or at the end of the Payment Card's Validity return it to the Bank branch holding the Account Holder's account in respect of which the Payment Card is issued. Otherwise, the Bank shall have the right to restrict the Payment Card's Validity.

## **XV. Complementary Services**

1. The Bank is entitled to at any time cancel, change the scope or type of Complementary Services provided (such as various types of travel insurance for the Payment Card, and other services listed in the Bank's Table of Fees). A description of the new Complementary Service, the method of activating it, or method of replacement of one Complementary Service by a different Complementary Service shall be published on the Bank's website [www.csob.sk](http://www.csob.sk). At present the discontinued Complementary Services D.A.S and IAPA are provided by the Bank in a wind-down – restricted regime, at latest to 30.6.2016.

## **XVI. Final provisions**

1. The correspondence address for sending documents to the Bank is: Československá obchodná banka, a.s., Žižkova 11, 811 02 Bratislava. The correspondence address for sending documents to the Cardholder is the correspondence address for delivering written documents, which the Cardholder who is concurrently the Account Holder notified to the Bank. A Cardholder who is concurrently the Account Holder is required to notify the Bank in writing of any change in the Cardholder's correspondence address, contact telephone number or e-mail address.
2. The Bank has the right to unilaterally change the Terms & Conditions. The Bank is obliged to 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 change.
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 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 1.2.2015 and enter into force and effect on 15.3.2016.