TERMS AND CONDITIONS GOVERNING THE ISSUANCE AND USE OF ČSOB CORPORATE CARDS

In accordance with Act No 492/2009 on payment services and amending certain acts, as amended, and the rules of the Card Companies, Československá obchodná banka, a. s. ("Bank") issues the following terms and conditions governing the issuance and use of Corporate Cards ("Terms and Conditions") as the issuer’s business conditions for the issuance and use of a means of payment.

I. GENERAL PROVISIONS

1. These Terms and Conditions govern relations between the Bank, the Company and the Corporate Cardholder arising from the issuing and use of Corporate Cards. It is the obligation of the Company and Corporate Cardholder to familiarise themselves in detail with these Terms and Conditions before entering into the Contract, and to comply with them. The Bank issues Corporate Cards to the Company for the Corporate Cardholders specified by the Company in accordance with its current offer as a means of payment as follows:

- for a corporate account / accounts kept in euro
- for a corporate account / accounts kept in selected foreign currencies, as a component of the respective account type or on the basis of a separate Contract.

The Bank publishes information on its current offer of Corporate Cards and the Supplementary Services offered with them in documents that are available in all its branches. Legal relationships in respect of the issuance and use of Corporate Cards are governed by the law of the Slovak Republic, in particular by Act No 492/2009 on Payment Services and amending certain acts as amended and Act No 483/2001 on Banks as amended.

2. The Corporate Card is the property of the Bank and the Corporate Cardholder receives only the right to use it.

3. The Corporate Cardholder may communicate with the Bank via the Contact Centre, a branch of the Bank or ČSOB electronic and mobile banking services. If the Bank has activated the relevant service or method of communication via ČSOB electronic and mobile banking services and the Terms and Conditions do not expressly provide otherwise, communication via ČSOB electronic and mobile banking shall be equivalent to communication via a branch of the Bank.

II. DEFINITION OF TERMS

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

Authentication Procedure means a procedure used to verify a Corporate Cardholder’s identity when carrying out Transactions, mainly through the PIN, the Cardholder’s signature, the entry of a CVC2/CVV2 security code, receipt of an SMS message, written confirmation for CNP transactions or the use of another strong form of two-factor verification implemented by the Bank.

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

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

Authorised Transaction means a Transaction executed using a Corporate Card and the reading of data from the Chip or the Magnetic Strip, for which the Corporate Cardholder has given consent:
- by using any of the Authentication Procedures or
- by the use of the Corporate Card alone, without the use of an Authentication Procedure in the case of special types of Transaction such as the use of a self-service terminal, payment for tickets, tolls, parking fees or the performance of a Contactless Transaction, or if the transaction is executed with the Corporate Cardholder’s written consent (e.g. a MO/TO Transaction).

Transactions authorised in this way are irrevocable.

Bank means Československá obchodná banka, a.s., Žižkova 11, 81102 Bratislava, ID No (IČO): 36 854 140 registered in the companies register of Bratislava I District Court, Section: Sa, Entry No: 4314/B, performing banking activities pursuant to Decision of Národná banka Slovenska No OPK-1401/2-2008 of 28/04/2008, Decision of Národná banka Slovenska No OPK-5519/2008 of 25/04/2008 and other relevant permits issued by NBS; the Bank is also a Payment Services Provider within the meaning of the act on payment services.

Contactless Transaction means a Transaction carried out by holding the Corporate Card in proximity to a contactless sensor on a POS Terminal. If the amount of the Transaction does not exceed EUR 50.00, it is not usually necessary to authorise it with the PIN. The set amount for which PIN entry is not usually required to confirm a Contactless Transaction may vary, because it is set in local currency by the card companies VISA or MasterCard for each country individually. PIN entry may be required for security reasons also when the amount is less than EUR 50.00. Blocked Card means a Corporate Card whose use has been temporarily or permanently restricted by the Bank.

Cash Advance means a cash withdrawal, usually at exchange offices or at the Bank branches by means of a POS Terminal.

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

Chip means an integrated electronic circuit containing a microcomputer, which permits the secure storage and recovery of data relating to the Corporate Card.

CNP Transaction (Card Not Present) means all types of Transaction carried out without the physical presence of a Corporate Card. CNP Transactions are generally carried out with a merchant over the internet, by telephone, fax or e-mail by manual entry of the Corporate Card number, expiry date, CVV2 or CVC2 and the required amount as payment for the purchase of goods or services.

CVC2/CVV2 (CVC 2 (MasterCard) – card verification code; CVV 2 (VISA) – card validity value) means a security code printed as the last 3 figures on the Signature Strip of the Corporate Card, which is used in the authentication of CNP transactions.
Maturity Date means, in the case of Revolving-Type Corporate Credit Cards, the calendar day in the month specified in the Contract on or before which the Revolving-Type Corporate Credit Cardholder must pay at least the Minimum Repayment of the Amount Owing. In the case of Charge-Type Corporate Credit Cards, the Maturity Date is the calendar day in the month specified in the Contract on or before which the Charge-Type Corporate Credit Cardholder must repay the entire Amount Owing. Balance Date means the business day in the month when the Bank calculates the Amount Owing for the last Monthly Period and issues and sends a Statement to the Corporate Cardholder.

Amount Owing is an amount equal to the sum of the balance of the Company’s drawn Credit Limit, interest and all related fees as at the Balance Date. The Amount Owing in the case of Revolving-Type Corporate Credit Cards is increased by the balance of the unpaid Amount Owing on the given Corporate Revolving Account from the preceding period (according to the last Statement). Supplementary Services means supplementary services to the Corporate Card that the Corporate Cardholder can use under the relevant agreement with the Bank. Fees and charges for Supplementary Services are specified in the Schedule of Charges; the Bank publishes a list of Supplementary Services and their scope on its website www.csob.sk.

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

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

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

Company means a legal entity or natural person – entrepreneur carrying on business based on a trade licence or other licence which, as a Corporate Account Holder, has concluded with the Bank a Contract and a Contract on the Issuance and Use of a Corporate Card.

A Corporate Card is a means of payment used by its Corporate Cardholder to carry out cashless payment operations (payments for goods and services at the Merchant) and cash payment operations (cash withdrawals from an ATM, bank or exchange office) in the Slovak Republic or abroad to the debit of the Corporate Account, or a cash deposit via an ATM of the Bank to the credit of the Corporate Account. The terms “Corporate Debit Card” and “Corporate Credit Card” both include the meaning of the term “Corporate Card”. Depending on the data-reading technology used, Corporate Cards can be issued with contactless functionality allowing them to be used for both contact and contactless transactions.

A Corporate Card can be issued on various media such as plastic, a sticker, a watch, built into a mobile phone etc.

A Corporate Debit Card is a Corporate Card issued in respect of the Corporate Current Account. All Corporate Debit Card Transactions as well as all fees, interest and other receivables of the Bank from the Corporate Debit Cardholders are cleared to the debit or credit of this account.

Corporate Credit Card means a Revolving-Type Corporate Credit Card or a Charge-Type Corporate Credit Card. It is linked to a credit account that the Bank keeps for the Company. All Corporate Credit Card Transactions as well as all fees, interest and other receivables of the Bank from the Corporate Credit Cardholders are cleared to the debit or credit of this account.

Revolving-Type Corporate Credit Card means the Corporate Card issued in respect of the Corporate Revolving Account.

Charge-Type Corporate Credit Card means the Corporate Card issued in respect of the Corporate Charge Account.

Corporate Current Account means an account that the Bank maintains for the Company. Where Corporate Debit Cards are issued in respect of a Corporate Current Account, all Corporate Debit Card Transactions as well as all fees, interest and other receivables of the Bank from the Corporate Debit Cardholders are cleared to the debit or credit of this account. Corporate Revolving Account is an account maintained by the Bank for the Firm, and to the debit or credit of which are cleared all Revolving-Type Corporate Credit Card Transactions, as well as all fees, interest and other receivables of the Bank from the holders of Revolving-Type Corporate Credit Cards issued in respect of the account.

Corporate Charge Account is an account maintained by the Bank for the Company, and to the debit or credit of which are cleared all Charge-Type Corporate Credit Card Transactions, as well as all fees, interest and other receivables of the Bank from the holders of Charge-Type Corporate Credit Cards issued in respect of the account.

Corporate Repayment Account is an account maintained by the Bank for the Company, and to the credit of which are paid the Amount Owing, as well as all fees, interest and other receivables of the Bank from the holders of Corporate Credit Cards issued in respect of the account.

Corporate Account means a Corporate Current Account, Corporate Revolving Account or a Corporate Charge Account.

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

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

Corporate Credit Limit means the Company’s overall Credit Limit, representing the maximum aggregate amount of the funds the Bank makes available to all Corporate Credit Cardholders together for drawing via Corporate Credit Cards over the period of one month. The amount of the Credit Limit in the case of Revolving-Type Corporate Credit Cards is renewed in the amount of each paid instalment of the Amount Owing credited in favour of the Corporate Revolving Account and, in the case of Charge-Type Corporate Credit Cards in full amount. The Client may draw credit up to the amount of the Credit Limit or the amount of the available funds, whichever is lower.

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

Corporate Credit Card Credit Limit determines the maximum amount of funds that can be drawn using one Corporate Credit Card in an agreed period, which can be one day or one month. The Corporate Credit Card Limit is always agreed in the Contract on the Issuance and Use of a Corporate Credit Card.

Corporate Credit Card Cash Withdrawal Limit is 20% of the Corporate Credit Card Credit Limit during the agreed period, which can be one day or one month. If necessary, the cash limit can be raised to 100% of the total Corporate Credit Card Credit Limit.
Magnetic Strip means a magnetically encoded record of information relating to the Corporate Card and the Corporate Cardholder. It is found on the reverse of the Corporate Card.

Monthly Period means, in the case of Charge-Type Corporate Credit Cards, the period of one calendar month from the first day following the Statement issue date up to the next Statement issue date, and in the case of Revolving-Type Corporate Credit Cards, usually any contractually agreed period of 30 consecutive calendar days.

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

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

Return of Goods means a Transaction carried out using a Corporate Card at a Merchant’s POS Terminal by means of which the Merchant can return a set amount paid using the Corporate Card to the Corporate Account.

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

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

Merchant means a legal entity or a natural person - entrepreneur that accepts that Corporate Card as a means of payment at their Point of Sale for the provision of goods or services.

PIN means a personal identification number provided exclusively to the Corporate Cardholder or the Company as a means of identification for use of the Corporate Card at an ATM or POS Terminal. The Bank allows its clients to transfer the PIN from an existing active Payment Card.

POS Terminal (EFT POS – Electronic Funds Transfer at Point of Sale) means a device kept by a Merchant for the electronic processing of transactions executed using Corporate Cards.

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

Sales Receipt means proof of a payment made using a Corporate Card at a POS Terminal for the purchase of goods, the provision of services or the withdrawal of cash.

Acquirer means a bank or branch of a foreign bank (including the Bank), holding a licence from the respective Card Company for ensuring the acceptance of Corporate Cards, which has a contract concluded with the Merchant on the acceptance of Corporate Cards, and which provides payment services for Merchants that accept Corporate Cards as a means of payment for provided goods and services.

Complaint means an oral or written submission of a Company and/or a Corporate Cardholder containing an expression of dissatisfaction with the quality of Corporate Card services or their provision.

Bank Price List means the specification of all the Bank’s charges and fees, in accordance with which the Bank charges the Company for services provided and Transactions executed by the means defined herein.

Chargeback means a justified Complaint against a Transaction that is submitted by a Company and charged against the Bank or a Merchant in connection with the repayment of the disputed Transaction and the fee to the Company.

Transaction means any payment operation (payment for goods and services, cash withdrawal) executed using a Corporate Card whether via the physical presence of the card at a POS Terminal or ATM or via the use of Corporate Card data in CNP payments.

Bank’s General Business Conditions means the current text of the Bank’s General Business Conditions made available in the customer areas of all branches of the Bank and on the Bank’s website www.csob.sk.

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

Contract means the contract on the provision of the Company’s overall Credit Limit for Corporate Credit Cards concluded between the Bank and the Company.

Contract on the Issuance and Use of a Corporate Debit Card means a Company’s written application in accordance with these Terms and Conditions for the Issuance and Use of a Corporate Debit Card, signed by the Company, which upon signing by the Bank becomes the Contract on the Issuance and Use of a Corporate Debit Card, of which these Terms and Conditions are an integral part.


Contract on the Issuance and Use of a Corporate Credit Card means a Company’s written application for the issuance and Use of a Corporate Credit Card in accordance with these Terms and Conditions, signed by the Company which upon signing by the Bank becomes the Contract on the Issuance and Use of a Corporate Credit Card, of which these Terms and Conditions are an integral part.

III. ISSUANCE OF A CORPORATE CARD
1. There is no legal claim to issuance of a Corporate Card. The Bank may refuse a Company’s request for issuance of a Corporate Card without specifying a reason.
2. The Bank issues a Corporate Card for the name and surname of the Corporate Cardholder at the request of the Company and it is non-transferable.
3. The Bank reserves the right to deliver the Corporate Card to the Corporate Cardholder by the means of its choice either by post or through a branch of the Bank. The Bank is entitled to send the Corporate Card to the correspondence address of the Corporate Cardholder or the Company. If the Corporate Cardholder requests delivery of the Corporate Card to their address in another country, the Bank may send the Corporate Card to such an address for the Corporate Cardholder after receiving the express written consent of the Company for the payment of the increased cost of delivery of the Corporate Card to the Bank’s account.
4. On receiving the Corporate Card by post, the Corporate Cardholder or the Company must, without delay, check the integrity of the envelope and the accuracy of the information on the Corporate Card. If the envelope is damaged or there is incorrect information on the Corporate Card, the Corporate Cardholder must report it
13. The Bank will issue a new card to the Corporate Cardholder automatically before expiry provided that:
   - the original card was not cancelled within six weeks before its expiry
   - the original card was not blocked within six weeks before the issuance of the renewed card
   - the Corporate Cardholder / Company did not request cancellation of renewal of the Corporate Card prior to the deadline of six weeks before the expiry of the Corporate Card.

14. Upon receipt of the Corporate Card by the Company and its handing over to the Corporate Cardholder, the Corporate Cardholder has the right to use it for the period of the Corporate Card’s validity. From this moment, the Corporate Cardholder shall be liable for Transactions made using the Corporate Card.

15. After receiving the Corporate Card, the Corporate Cardholder is obliged to sign the Corporate Card on its Signature Strip.

16. The Bank will ensure the delivery of the PIN to the Corporate Cardholder by the following means:
   - electronically, via its Electronic Banking services
   - in paper form, at any branch of the Bank
   - by transferring the PIN from another, active card issued in the name of the Corporate Cardholder. If a client uses the Bank’s Electronic and Mobile Banking services, the PIN will be displayed to the Corporate Cardholder electronically.

17. It is the Corporate Cardholder’s responsibility to check the integrity of the paper envelope containing the PIN on delivery. If the Corporate Cardholder receives the envelope containing the PIN and finds that it has been damaged, they shall refuse to accept the envelope with the PIN and the Bank will issue another Corporate Card and another PIN to the Corporate Cardholder free of charge.

18. Information concerning the PIN is intended solely for the Corporate Cardholder. The Company is not entitled to open the envelope containing the PIN or to learn it.

19. The Corporate Cardholder must proceed according to the instructions shown in Electronic or Mobile Banking services or on the inside of the envelope containing the PIN.

20. The Bank keeps no record of the PIN.

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

1. Locations where the Corporate Card can be used are identified by the logo of the relevant Card Company (e.g. MasterCard, VISA), which will be identical with the logo on the Corporate Card.

2. The Corporate Card must not be used for Transactions that violate the applicable laws in force in the place where the transaction is carried out.

3. When executing Transactions, the Corporate Cardholder shall follow the instructions on the POS Terminal or ATM in accordance with the rules for the safe use of Payment Cards published on www.csob.sk.

4. If the Corporate Card is withheld by a Bank ATM, the Bank reserves the right to cancel the Corporate Card. The Company or the Corporate Cardholder may request the Bank to reissue it.

5. The PIN must not be disclosed in any way to a third party or recorded in any place. It is the Corporate Cardholder’s duty to prevent observation of the PIN when using an ATM or POS terminal (for example, by blocking the view of the keyboard with another hand etc.). Otherwise the Company shall be liable for losses resulting from negligence or failure to comply with this duty.

6. The Corporate Cardholder and the Company are obliged to prevent the disclosure of the information on the Corporate Card.

7. The employee at the Point of Sale shall have the right, in the interest of protection of the Corporate Cardholder, to require proof of the Corporate Cardholder’s identity at any time. In case of doubt and/or based on the results of Authorisation, the employee is entitled not to execute the Transaction, to withhold the Corporate Card and to destroy it in front of the Corporate Cardholder, in which case the Corporate Cardholder must be issued confirmation of the Corporate Card’s withholding.

8. When using the Corporate Card, the Corporate Cardholder must identify themselves and give Authorisation for a Transaction by the following means:
   a. for Transactions carried out via an ATM by inserting the Corporate Card in the ATM, by uploading data from the Chip and entering the PIN
   b. for Transactions carried out via an ATM by holding the Corporate Card in proximity to the ATM’s contactless sensor, by uploading data from the Chip and entering the PIN
   c. for cashless and cash (Cash Back, Cash Advance) Transactions carried out via a POS Terminal by inserting the Corporate Card in the POS, by uploading data from the Chip and entering the PIN
   d. for cashless and cash (Cash Back, Cash Advance) Transactions carried out via a POS Terminal by inserting the Corporate Cardholder electronically before expiry.
rate Card in the POS, by reading the magnetic strip and by entering the PIN or by the Corporate Cardholder’s signature in their own handwriting.

e. for Contactless Transactions carried out by holding the Corporate Card in proximity to the POS Terminal, by uploading data from the Chip without the need for PIN entry or a signature.

f. for Contactless Transactions carried out by holding the Corporate Card in proximity to a POS Terminal, by uploading data from the Chip and entering the PIN.

g. by the use of the Corporate Card alone and the uploading of data from the Corporate Card chip without the use of an Authentication Procedure in the case of special terminals for low-value Transactions, e.g. self-service terminals for tickets, tolls, parking etc.

h. for all Transactions with an internet merchant, by entering the Corporate Card number, its expiry date and/or its CVC2 or CVV2.

i. for Secure Payment Transactions with a Secure Internet Merchant, by entering the Corporate Card number, validity period and/or CVC2 or CVV2 of the Corporate Card and additionally by entering the security code for the respective Transaction, sent in the form of an SMS to the Corporate Cardholder by the Bank using the mobile phone number provided by the Corporate Cardholder.

j. for other CNP Transactions, by manually entering the number of the Corporate Card, its expiry date and/or its CVC2 or CVV2.

k. for other transactions, by the means stipulated by the Merchant or the Acquirer as necessary for carrying out the Transaction.

l. for Transactions initiated by a Merchant, by written consent given previously by the Corporate Cardholder. The Bank recognises such consent based on the Corporate Cardholder’s registration with the Merchant. It relates mainly to regularly recurrent payments and/or the Corporate Cardholder’s permission for storing the Corporate Card number in the Merchant’s system.

m. for other Transactions for which the Corporate Cardholder has given unquestionable consent.

9. If the incorrect PIN is entered repeatedly for one Transaction (three times), the Bank will automatically block the PIN of the Corporate Card (for a limited period) for security reasons. Full functionality of the Corporate Card will usually be restored the day after the day when the Corporate Card was temporarily blocked.

V. LIABILITY OF THE BANK, THE COMPANY AND THE CORPORATE CARDHOLDER

1. The Corporate Cardholder is liable for ensuring that Transactions carried out using the Corporate Card do not contravene Act No 202/1995, the Foreign Exchange Act, as amended.

2. The Bank is not liable for losses that the Corporate Cardholder and/or the Company incurs in connection with the use of the Corporate Card which are beyond the Bank’s control (e.g. rejection of a Transaction caused by a fault in an ATM, incorrect execution of Authorisation or its rejection resulting from faults in the processing system of the Authorisation Centre, a power cut, a communications failure etc.). The Bank shall also not be liable if a Point of Sale, other bank or branch of a foreign bank does not accept the Corporate Card for execution of a Transaction.

3. The Company shall bear liability for all Transactions carried out using Corporate Cards that are linked to their corporate account and shall reimburse the Bank for losses resulting from incorrect use of a Corporate Card.

4. If funds on the Corporate account are overdrawn without authorisation using the Corporate Debit Card resulting in an unauthorised overdraft, interest will be charged on the unauthorised overdraft at the current debit interest rate set by the Bank and listed in the published summary of interest rates. Information on current interest rates can be obtained in the customer areas of branches of the Bank and from the website www.csob.sk.

5. The Corporate Cardholder has the right to make Transactions using the Corporate Card only within the set Corporate Debit Card Limit or the Credit Limit of the Corporate Credit Card. It is the Corporate Cardholder’s duty to monitor and check the amounts of Transactions executed using the Corporate Card regularly and to prevent the available balance on the account from being overdrawn. Transactions are debited with a delay. The Company is liable for all Transactions regardless of the amount of the Corporate Debit Card Limit and must reimburse any losses that the Bank incurs if the available balance becomes overdrawn (an unauthorised overdraft) in accordance with the agreement governing the account.

6. The Company and the Corporate Cardholder shall bear full liability for Transactions resulting from use of the Corporate Card from the moment when a temporarily blocked Corporate Card is unblocked.

7. The Bank is entitled to change the type of Corporate Card issued originally for a type or design of Corporate Card that permits the Corporate Cardholder to execute at least the same types of Transactions as the type of Corporate Card issued originally at any time in the duration of the contractual relationship depending on developments in the Bank’s commercial policies.

8. The Bank is entitled to block the Corporate Card, a CNP Transaction or to make a temporary, unilateral reduction in Corporate Card Limits for the following reasons:
   a. it suspects unauthorised or fraudulent use of the Corporate Card
   b. it detects circumstances that could affect the security of the Corporate Card or otherwise deserve special consideration such as an unauthorised overdraft on the account, a request to open insolvency or restructuring proceedings against the Company etc.
   c. other reasons that entitle the Bank to terminate the agreement, e.g. the risk of the Debtor’s insolvency making them unable to meet their obligations to the Bank.

9. The Bank will notify the Company or the Corporate Cardholder of the blocking of the Corporate Card and of the reasons for blocking before the Corporate Card is blocked, or without undue delay after the Corporate Card is blocked, by sending an SMS message to the telephone number of the Corporate Cardholder (or the Company) that the Corporate Cardholder (or the Company) has provided to the Bank. The Bank will likewise inform the Corporate Cardholder (or the Company) of the blocking of a CNP Transaction or the temporary unilateral lowering of Limits for the Corporate Card by sending an SMS message to the telephone number of the Corporate Cardholder (or the Company) that the Bank has in its records.

10. The Corporate Cardholder must take action to prevent the theft, loss or abuse of the Corporate Card by unauthorised persons, protect it against magnetic, mechanical, thermal or chemical damage and notify the Bank of its loss, theft, damage or destruction, or any Unauthorised execution of a payment operation immediately upon becoming aware of the same. In the event of a breach of this provision, the behaviour of the Corporate Cardholder shall be deemed negligent, and liability for all resulting losses shall be borne by the Company.
11. The Company shall be liable for losses resulting from the use of a lost or stolen Corporate Card or its misuse by a third party as follows:
   a. up to EUR 50.00 until the moment of submission of a request to block the Corporate Card
   b. in full in the event of negligence of the Corporate Cardholder until the moment of submission of a request to block the Corporate Card in the Bank
   c. in full in the event of fraud by the Corporate Cardholder, and also after the submission of a request to block the Corporate Card.

12. The Bank is entitled to block funds on the company’s account to which the Corporate Card was linked for 30 days from the expiry of the Corporate Card, or to refuse early termination of the term deposits. The Bank is also entitled to charge the Company for all Transactions carried out using the Corporate Card and cleared by the Card Companies or an Acquirer during this period.

VI. TERMS AND PROCEDURE FOR CLEARING EXECUTED CORPORATE CARD TRANSACTIONS

1. The Bank clears all Transactions executed with Corporate Cards to the debit of the Corporate account to which the relevant Corporate Card is linked.

2. As a rule, the Bank clears every Transaction carried out using a Corporate Card on the working day following receipt of the accounting report from the Acquirer. Transactions carried out using a Corporate Card are cleared in accordance with the rules of the relevant Card Company. After a successfully authorised Transaction (i.e. a Transaction with the consent of the Corporate Cardholder and the Bank), the Corporate Current Account balance will usually be reduced by a temporary block on funds equal to the sum paid in the executed Transaction. If the Transaction was carried out in a different currency to that of the account for which the Corporate Card is issued, the sum will be converted into the currency of the account. This sum will usually differ from the sum that is really debited from the Company’s account.

3. If the Corporate Cardholder or the Company so requests, the Bank will send an SMS notification of authorisation of a payment using the Corporate Card with information on the amount of the payment. If the Corporate Card is used to make a Transaction in a foreign currency, the SMS notification will be merely indicative.

4. In the case of Transactions carried out using the Corporate Card abroad, the Transaction sum in the Transaction currency is converted (when not in euro) to the currency for clearing of the Transaction in the Bank (euro) using the foreign currency sell rate set by the Bank (exchange rate list) for the date when the Transaction is cleared in the Bank. Conversion of the Transaction amount expressed in the currency for the Transaction’s clearing in the Bank to the currency in which the Corporate account is kept (not in euro) uses the foreign currency/buy rate, set by the Bank (exchange rate list) for the date when the Transaction is processed in the Bank. If the Corporate Account is kept in the currency in which the Bank clears Transactions (euro), clearing of the Transaction will not include conversion of the Transaction sum expressed in the currency of clearing of the Transaction in the Bank to the currency in which the Corporate account is kept. If the currency in which the Transaction is executed is the same as the currency in which the Corporate Account is kept, no conversion takes place.

5. The Bank clears Transactions in euro, i.e. the Transaction clearing currency is the euro. Use of the Corporate Card abroad may result in an exchange rate difference due to the conversion of the Transaction amount into the clearing currency and then into the account currency. If a credit Transaction is executed in connection with a previous debit Transaction (Return of Goods) and this Transaction is executed at a Point of Sale for which processing is performed by another bank, the Bank shall not be liable for any difference in the converted amount resulting from the lapse of time between the clearing of the debit and credit Transactions.

6. The Bank has the right to clear a transaction up to 30 calendar days after its date of execution. The Bank shall keep internal records in accordance with the Act No 483/2001 on Banks for the purposes of permitting a review of Transactions and the correction of errors. It is the Company’s and the Corporate Cardholder’s duty to check Transactions regularly, making use of Electronic and Mobile Banking services where possible, for amongst other reasons to ensure the timely making of Complaints.

7. The Company is informed of the settlement of Transactions in the account statement, which includes the shortened number of the Corporate Debit Card, the location and date of the Transaction and the Transaction amount and currency.

8. The Company is informed of the charged Corporate Credit Card Transactions in the Statement, in which the abbreviated Corporate Credit Card number, place, date, amount and currency of the Transaction are stated, also including, if relevant, the Statement issue date and the Maturity Date of the Amount Owing, the Corporate Credit Limit amount, the amount of fees and the amount of interest, the amount of the Amount Owing as at the Statement issue date, the amount of the Minimum Repayment (for Revolving-Type Corporate Credit Cards), the period and method for repayment of the Amount Owing, the Corporate Account number to which at least the Minimum Repayment or the Amount Owing must be paid.

9. If the Company Cardholder is sent a Company Card Transaction sum for an undelivered or cancelled service by a Merchant and the Company Cardholder’s account for the Company Card in the Bank has been closed, the Company Cardholder is entitled to visit the Bank in person and request the sending of the Transaction sum to an account that they specify in another bank.

VII. SETTLEMENT OF PAYABLES TO THE BANK IN RESPECT OF CHARGE-TYPE CORPORATE CREDIT CARDS

1. The Company is obliged to fully repay to the Bank the Amount Owing specified in the Statement no later than on the Maturity Date.

2. The Bank shall issue and send to the Company, or to the Charge-Type Corporate Credit Cardholder, the Statement for the Monthly Period always 25 days prior to the Maturity Date, unless the Contract stipulates otherwise. The Bank shall not be liable for non-delivery or late delivery of the Statement to the Company or to the Charge-Type Corporate Credit Cardholder.
3. In the period from the Balance Date until the Maturity Date, the Company is entitled to repay any part of the Amount Owing to the Corporate Repayment Account by a cashless transfer, payment order, collection from the Corporate Current Account, or a cash deposit, unless the Contract stipulates otherwise.

4. If the Corporate Current Account is maintained by the Bank, the Bank will send the direct debit request on the Maturity Date. If the Maturity Date is a business day, the day is included in the count for the purposes of this point.

5. If the Company fails to repay the Amount Owing on the Maturity Date at the latest, the Bank shall be entitled to charge interest at the interest rate increased by the interest rate for arrears agreed in the credit contract or in the Current Account Contract from the day on which the repayment began to be in arrears, i.e. from the Maturity Date, until the date when the Amount Owing is paid in full.

6. Neither the Company nor the Charge-Type Corporate Credit Cardholder are entitled to exceed the Credit Limit or the Charge-Type Corporate Credit Card Credit Limit. If the Company and/or the Charge-Type Corporate Credit Cardholder exceed the Corporate Credit Limit or the Charge-Type Corporate Credit Card Credit Limit, the amount by which the credit limit was exceeded will be considered part of the Amount Owing, and must be paid in full for the Monthly Period concerned in the same way as the Amount Owing.

7. The Company undertakes to pay interest on the funds drawn from the Corporate Credit Limit subject to the conditions specified in the Contract.

VIII. SETTLEMENT OF PAYABLES TO THE BANK IN RESPECT OF REVOLVING-TYPE CORPORATE CREDIT CARDS

1. The Company is obliged to repay to the Bank any part of the Amount Owing above the Minimum Repayment specified in the Statement on or before the Maturity Date.

2. The Bank shall issue and send to the Company and, if applicable, to the Revolving-Type Corporate Credit Cardholder, the Statement for the Monthly Period always 15 days prior to the Maturity Date, unless the Contract stipulates otherwise. The Bank shall not be liable for the non-delivery or late delivery of the Statement to the Company or to the Revolving-Type Corporate Credit Cardholder.

3. In the period from the Balance Date to the Maturity Date, the Company is entitled to repay any part of the Amount Owing above the Minimum Repayment to the credit of the Corporate Revolving Account by a cashless transfer, a transfer order, a direct debit instruction, direct debit from the Corporate Current Account or a cash deposit.

4. If the Company fails to repay the Amount Owing at least in an amount equal to the Minimum Repayment on the Maturity Date at the latest, the Bank shall be entitled to charge interest at the interest rate increased by the interest rate on delayed payment agreed in the Contract or in the Current Account Contract from the day on which the repayment began to be in arrears, i.e. from the Maturity Date, until the date when the Minimum Repayment is paid in full.

5. The Company undertakes to pay interest on the funds drawn from the Corporate Credit Limit subject to the conditions specified in the Contract.

6. Neither the Company nor the Corporate Credit Cardholder are entitled to exceed the Credit Limit or the Credit Limit of the Revolving-Type Corporate Credit Card. If the Company or the Revolving-Type Corporate Credit Cardholder exceeds the Credit Limit or the Revolving-Type Corporate Credit Card Credit Limit, the amount exceeding the Credit Limit or the Revolving-Type Corporate Credit Card Credit Limit shall begin to accrue interest at the debit interest rate agreed in the Contract.

7. Interest and debit interest for the preceding Monthly Period shall be charged to the debit of the Revolving-Type Corporate Account always on the last business day of the Monthly Period. Interest on arrears is payable immediately.

8. The Bank shall be entitled to collect repayments under points (3) or (7) of this article from the Corporate Current Account.

IX. FEES

1. The Bank shall charge fees related to the Corporate Card issued for the Company’s account in accordance with the applicable Bank Price List, which is available at all Bank branches and on the website www.csob.sk.

2. The Bank and the Company have agreed that the Bank is entitled to collect from the Company’s account for which the Corporate Card is issued the following fees in accordance with the applicable Bank Price List:
   - fees for cards and card services, including fees for Supplementary Services
   - insurance linked to Payment Cards
   - Transactions executed using payment cards

X. COMPLAINTS, HANDLING PROCEDURES AND TIME LIMITS

1. Should the Company or the Corporate Cardholder disagree with a processed transaction, they have the right to file a Complaint. The Company or the Corporate Cardholder must file the Complaint with the Bank using the method specified in the Bank’s current Complaints Procedure without undue delay from the date of becoming aware of the issue, though no later than 13 months from the date of the Transaction.

2. It is the Company’s or Corporate Cardholder’s duty to submit available documentation on the disputed transaction (the Corporate Cardholder’s statement on the disputed Transaction, copies of Cash Register Receipts, proof of cancellation of a Transaction, a copy of the Statement with highlighting of the disputed Transaction etc.). The Bank is entitled to require other documents in addition to the aforementioned documents if they are necessary for proving the eligibility of the Corporate Cardholder’s claim. If the documentation necessary for handling the Complaint is not duly delivered to the Bank within an agreed period, the Bank has the right to suspend proceedings on the Complaint until the date when the required documents are delivered, which shall be deemed the date of submission of the Complaint.

3. When making a Complaint regarding a Transaction in which it is thought that a Corporate Card has been abused (e.g. forgery of the card, Internet, ATM), the Company or the Corporate Cardholder must always return to the Bank the Corporate Card to which the disputed Transaction relates. This obligation shall not apply if the loss or theft of the Corporate Card is duly reported to the Bank.

4. If the Company or the Corporate Cardholder insist that they did not authorise the Transaction but the Bank nevertheless has evidence that the Transaction was authorised, after preliminary investigation of the Complaint, the Bank is entitled to reclassify the Transaction as an authorised transaction. The Bank will decide on the eligibility of the Complaint without undue delay, no later
than 15 working days from the date of delivery of the complaint by the
means agreed in the Bank’s Complaint Procedure. In justified
cases when the time limit of 15 working days cannot be met, the
Bank must send the Company or the Corporate Cardholder a prelim-
inary response to the filed Complaint within this period. The time
limit for a final response must not be later than 35 working days, and
overall handling of a Complaint in complex cases must not take
longer than 6 months.

5. Regarding the settlement of Transactions executed using Corpo-
rate Cards, the Bank shall not accept a Complaint from the Com-
pany or the Corporate Cardholder relating to the amount resulting
from an exchange rate difference between the execution date of the
Transaction and its settlement date.

6. If an unauthorised Transaction is detected, the Bank will return the
disputed sum to the Corporate Cardholder without delay by credit to
the account for which the Corporate Card was issued, at the latest
by the end of the following working day, as soon as the matter is
reported by the Company or the Corporate Cardholder or the Bank
itself detects the unauthorised Transaction. If the Bank has reason
to suspect that the Company or the Corporate Cardholder acted fraudu-
ently, the Bank will not resolve the unauthorised Transaction
within the time limit specified above.

7. The Bank is not liable for errors or for the quality of supplied goods
or services nor for goods that are not delivered or services not pro-
vided after payment with a Corporate Card. The Corporate Cardhol-
der must lodge this type of complaint at the Point of Sale where the
purchase was made.

8. If the Corporate Cardholder uses third party services and registers
the Bank’s Corporate Card under a third-party payment cards, the
Corporate Cardholder or the Company must lodge complaints rela-
ted to such services with the third party whose payment card was
used in combination with the Bank’s Corporate Card.

9. Registration of a Corporate Card issued by the Bank with a third-
party card means use of a third-party application that permits a third-party card to be linked to information on the card issued by the
Bank although when payment is made using the registered card,
funds are debited from an account with another payment institution
or payment service provider and not with the Bank that keeps the
Company’s account. If the Company or Corporate Cardholder has
filed a Complaint concerning a disputed Transaction in accordance
with these Terms and Conditions or sought another remedy against
the Bank without success, they have the right to have recourse to a
competent court or a court of arbitration that hears such cases.

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

1. The Company or Corporate Cardholder is obliged to notify the Bank
of any change in the information provided to the Bank in connec-
tion with the issuing of a Corporate Card for their account (e.g. a
change of the address, name, telephone number of the Company,
change of the address, surname or telephone number of the Cor-
porate Cardholder). The Company shall be liable for any damage
incurred by the Bank in connection with a failure to comply with this
obligation.

2. The Company has the right to request in writing a change to the
Corporate Credit Limit as well as change to the Corporate Debit
Card Limit, Credit Limit of the Corporate Credit Card, insurance,
and Supplementary Services in respect of any Corporate Cardhol-
der, or change of the PIN via an ATM no later than 35 calendar days
prior to the Corporate Card expiration date. Changes in information,
parameters or requirements relating to Corporate Cards can also
be made using contractually agreed Electronic and Mobile Banking
services. If the Corporate Cardholder requests the resending of the
PIN, the Bank will provide this service within the standard notice
period not as an express service.
3. The Company and/or the Corporate Cardholder is entitled to use the Smartbanking application to request the Bank to make changes to the following parameters of the Corporate Card:

- a change in the overall limit on the Corporate Debit Card (can be executed only by the Corporate Account Holder)
- a change in the overall limit on the Corporate Credit Card (can be executed only by the Corporate Account Holder)
- temporary blocking of the Corporate Debit or Credit Card (can be executed by the Corporate Account Holder or the Corporate Cardholder)
- unblocking of a temporary blocked Corporate Debit or Credit Card (can be executed only by the Company)
- activation of the Secured Internet Payment service, setting up of the service, change of the limit for Secured Internet Payment up to the overall limit for the Payment Card and change of the telephone number for the Secured Internet Payment service (can be executed by the Company or the Corporate Cardholder).

4. Temporary blocking of the Corporate Card in the Smartbanking application is intended to be used in cases where the Corporate Cardholder does not have full control over the Corporate Card and for this reason wishes to temporarily disable it. A temporarily blocked Corporate Card can be unblocked only by the Company using the Smartbanking application or by submission of a request in a branch of the Bank, and that only after it has been verified that the Company or the Corporate Cardholder has the Corporate Card in their physical possession and that in no case has there been a leak of information from the Corporate Card or disclosure of any data about the Corporate Card, in particular the Corporate Card’s number, validity, CVC2/CVV2 code, nor has the PIN been disclosed to a third party. The Bank shall consider any breach of these obligations to be negligence on the part of the Company or the Corporate Cardholder.

5. In the event of repeated unauthorised overdrawings of the account to which a Corporate Card is linked, or in the case of suspicion of fraudulent conduct of the Company or the Corporate Cardholder the Bank shall be entitled to block an/or to cancel the Corporate Card.

6. The Corporate Cardholder gives consent for the provision to VISA and Mastercard of information on the Corporate Card (e.g. its number and validity period) and on the transactions executed using it.

XIII. CANCELLATION OF A CORPORATE CARD AT THE WRITTEN REQUEST OF THE COMPANY AND/OR CORPORATE CARDHOLDER

1. A Corporate Cardholder is entitled to request in writing only the cancellation of the Corporate Card issued to their name. The Company may request cancellation of any Corporate Card issued in respect of the Corporate Account; the Bank, nevertheless, shall bear no liability for any damage incurred by the Company or Corporate Cardholder in consequence of such cancellation of the Corporate Card.

2. Losses caused by any abuse of a Corporate Card that was cancelled at the written request of a Corporate Cardholder and/or the Company shall be borne by the Bank starting from the first calendar day following the receipt of a written request for cancellation of the Corporate Card.

3. The Bank may also, without prior notice, cancel the right to use a Corporate Card or temporarily or permanently block a Corporate Card (this applies mainly to cases involving breach of contractual terms and conditions, the blocking of an account for an enforcement procedure, an overdraft on the account or the suspected abuse of the Corporate Card).

4. The Company must, at the Bank’s request, return the Corporate Card to any of the Bank’s branches, otherwise the Bank shall have the right to restrict the Corporate Card’s validity.

XIV. SUPPLEMENTARY SERVICES

1. The Bank is entitled to cancel or change the scope and type of the provided Supplementary Services at any time. A description of a new Supplementary Service and the method for activating it or the method for transferring from one Supplementary Service to another will be published on the Bank’s website www.csob.sk.

2. Priority Pass is a third-party programme that allows the Holders of VISA Business Gold debit, VISA Business charge, VISA Business Gold charge and VISA Business Corporate Cards to access airport lounges. The programme is operated by Collinson International Limited registered office Cutlers Exchange, 123 Houndsditch, London EC3A 7BU, United Kingdom and information about its offerings and the scope of its services can be found on the website https://www.prioritypass.com/.

3. By membership of the programme, Corporate Cardholders agree to the provision of their personal data in the scope necessary for the provision of programme membership services. The MasterCard® ELITE program is a set of benefits, rewards and other services provided by merchants to holders of Mastercard premium and business cards.

4. The full terms and conditions for obtaining benefits and bonuses are set out on http://www.eliteprogram.sk/. Mastercard is fully responsible for the services.

XV. FINAL PROVISIONS

1. The Bank’s correspondence address for written communication is: Československá obchodná Banka, a.s., Žižkova 11, 811 02 Bratislava.

2. The correspondence address for written material addressed to the Cardholder is the correspondence address for the delivery of written communication reported to the Bank by the Cardholder. The Company is obliged to notify the Bank in writing of any change in the correspondence address, contact telephone number or e-mail address of the Company Cardholder.

3. The Bank has the right to unilaterally amend these Terms and Conditions but must publish information in plain Slovak language about every amendment on its website www.csob.sk and in the customer areas of its branches at least 2 month before the proposed amendment’s entry into effect, unless a separate regulation stipulates otherwise or if the Bank and the Cardholder do not agree otherwise.

4. The new text of the Conditions will become binding for any concluded contractual relationship as an amendment of the originally agreed conditions from the effective date specified for the Changes.

5. These Terms and Conditions replace the Terms and Conditions Governing the Issuance and Use of Corporate Cards effective from 01/03/2020 and enter into force and effect from 01/09/2020.