

## TERMS AND CONDITIONS FOR THE ISSUANCE AND USE OF A CORPORATE CARD

Československá obchodná banka, a. s. registered office: Žižkova 11, 811 02 Bratislava, corporate ID: 36854140 registered in the Business Register of the Municipal Court Bratislava III, Section Sa, entry no. 4314/B (hereinafter the "Bank") in accordance with Act No. 492/2009 Coll. on payment services and on the amendment of certain acts, as amended (hereinafter referred to as the "Payment Services Act"), and in accordance with the Card Association Rules, issues the following Terms & Conditions for the Issuance and Use of a Corporate Card (hereinafter the "Terms & Conditions") as the Bank's "Terms and conditions for the issuance and use of a means of payment"; the definitions of the capitalised terms referred to in these Terms & Conditions are set out in Article II of these Terms & Conditions.

### I. GENERAL PROVISIONS

1. These Terms & Conditions arrange relations between the Bank, Firm and Corporate Cardholder that arise upon the issuance and use of a Corporate Debit Card or Corporate Credit Card (hereinafter "Corporate Cards"). It is the obligation of the Firm and Corporate Cardholder to familiarise themselves in detail with these Terms & Conditions for concluding the Contract and to comply with them.
2. The Bank issues Corporate Cards to the Firm, for Corporate Cardholders specified by the Firm, according to the current offered range, as follows:
  - to Corporate Account(s) denominated in euros; and
  - to Corporate Account(s) denominated in selected foreign currencies,and this as a component of the respective kind of Account, or on the basis of a separate Contract. The Contract on the Issuance and Use of a Corporate Card may be concluded:
  - in paper form in person at a Bank branch, or
  - for certain types of accounts specified by the Bank, on a durable medium (in electronic form).
3. The current offered range of corporate cards, (including the current VISA and Mastercard payment brands) and accompanying Complementary Services, including information on their features, is published by the bank on its website, [www.csob.sk](http://www.csob.sk) and in information materials available at all operating premises

of the Bank's branches. The Bank does not currently offer the option of placing multiple payment brands on a Payment Card.

4. Legal relationships relating to the issuance and use of a Corporate Card are governed primarily by:
  - Act no. 40/1964 Coll. the Civil Code as amended (hereinafter the "Civil Code"),
  - Act no. 492/2009 Coll. on payment services and on the amendment of certain acts, as amended (hereinafter the "Payment Services Act"),
  - Act no. 483/2001 Coll. on banks, as amended (hereinafter the "Banking Act"), and
  - Act no. 266/2005 Coll. on consumer protection in the conclusion of financial services at a distance and on the amendment of certain acts, as amended (hereinafter the "Act on the Conclusion of Financial Services at a Distance").
5. The Corporate Card is the property of the Bank and only the right to use it passes to the Corporate Cardholder; the Corporate Card is a common term for the Corporate Debit Card and the Corporate Credit Card.
6. For communication with the Bank the Corporate Cardholder shall use the Bank's Contact 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

**Acquirer** is 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, and which has a contract concluded with the Merchant on the acceptance of Corporate Cards, and which provides payment services for Merchants accepting Corporate Cards as a means of payment for services or goods provided.

**Amount Owing** is equal to the sum of the balance of the Firm'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 from the preceding period (according to the last Statement) on the given Corporate Revolving Account.

**ATM** (automated teller machine) is an electronic device with automatic verification of the Corporate Card as well as of data on its Cardholder, bearing the logo of the respective international Card Company, allowing the Corporate Cardholder the following services, depending on the device configuration:

- cash withdrawal;
- cash deposit;
- or other services, by means of the Corporate Card.

**Authentication procedure** is the procedure used for verifying the Cardholder's identity when making a Transaction, and the Cardholder's authorisation to use this means of payment, in particular by way of:

- the PIN,
- the Corporate Cardholder's signature,
- entering the CVC2 / CVV2,
- the security code received by an SMS message,
- verification in the ČSOB SmartToken application,
- written confirmation for CNP transactions,
- a verification code to confirm digitalisation of the Corporate Card, or
- use of another strong two-factor verification, which the Bank is obliged to apply.

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

**Authorised transaction** is a Transaction made using a Corporate Card and by reading data from the chip and magnetic strip, and to the execution of which the Corporate Cardholder has granted consent:

- a) by using any of the Authentication Procedures, or
- b) through the use itself of the Corporate Card, even without using the Authentication Procedure, in the case of special types of Transactions, e.g. using a self-service terminal, paying for travel tickets, tolls, parking fees, or making Contactless Transactions, or in the case of a Transaction made with the Corporate Cardholder's written consent (for example a MO/TO transaction).
- c) if the Bank does not require another Authentication Procedure for verifying the Transaction based on:
  - a security assessment of the ongoing Transaction, or
  - by applying an exemption, on the basis of which the Bank assessed the Transaction as secure.

Transactions authorised in this way are irrevocable.

**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 Credit Cardholder.

**Bank** means Československá obchodná banka, a.s., Žižkova 11, 811 02 Bratislava, corporate ID: 36 854 140, incorporated in the Business Register of the Bratislava III Municipal Court, section: Sa, file no.: 4314/B.

**Bank's Table of Fees** means the Table of Fees for Natural Person – Entrepreneurs & Legal Entities, and the Table of Fees for Corporate Clients & Financial Institutions, listing all types of corporate cards and their related fees.

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

The restriction on the use of the Corporate Card may be made by:

- the Bank;
- the Corporate Cardholder;
- the Firm; or
- a third party, under the conditions set out in these Terms & Conditions.

**Cash Advance** is a cash withdrawal, usually at exchange offices or at Bank branches by means of 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.

**Charge-Type Corporate Credit Card** is a Charge-Type Corporate Credit Card is a Corporate Card issued in respect of a Corporate Charge Account.

**Claim** is a spoken or written (either electronic or paper) submission by the Firm and/or the Corporate Cardholder, the content of which is an expression of disagreement with the quality, or performance of services concerning the Corporate Card.

**CNP Transaction** (Card Not Present) includes all types of Transactions executed without the physical presence of the Corporate Card, usually via the internet, telephone, fax, or e-mail:

- **Internet Transaction** is a type of CNP Transaction made at an online Merchant by manually entering the Corporate Card number, expiry date, CVV2 or CVC2, or other two-factor verification, via an electronic device connected to the Internet.

Based on the security evaluation of the ongoing Internet Transaction or the application of an exemption by the Bank:

- a) the Corporate Cardholder might not be required to use the Authentication Procedure for an Internet Transaction, normally for an amount less than €30, or
- b) the Corporate Cardholder might be asked to additionally verify the Internet Transaction using the Authentication Procedure, also in the case of a lower amount.

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

**Complementary Services** mean services in respect of a Corporate Card that the Corporate 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 Corporate Cardholder is entitled to use is published by the Bank on its website [www.csob.sk](http://www.csob.sk).

**Contactless Transaction** is a Transaction made by placing a Contactless Card against the contactless sensor of a POS Terminal, or ATM, whereby:

- for a Transaction of up to €50 on a POS terminal it is not normally necessary to authorise the Transaction by entering a PIN.

The amount of a Contactless Transaction for which PIN entry is not required may differ between regions and is set in the local currency by the Card Company VISA or MasterCard.

For security reasons, PIN entry may be required also in the case of an amount lower than €50.

- a cash withdrawal made as a Contactless Transaction at an ATM is always authorised by entering the PIN code for the Corporate Card.

**Contract** is the contract on the provision of the Firm's Overall Credit Limit for Corporate Credit Cards, concluded between the Bank and the Firm.

**Contract on the Issuance and Use of a Corporate Card** is a common term for the Contract on the Issuance and Use of a Corporate Debit Card and the Contract on the Issuance and Use of a Corporate Credit Card.

**Contract on the Issuance and Use of a Corporate Credit Card** is a written application of the Firm for the issuance and use of a Corporate Credit Card, in accordance with these Terms & Conditions, signed by the Firm, which upon signing by the Bank becomes the Contract on the Issuance and Use of a Corporate Credit Card.

An integral part of the Contract on the Issuance and Use of a Corporate Credit Card are:

- Terms & Conditions for the Issuance and Use of a Corporate Card,
- ČSOB Business Terms & Conditions for Third-Party Apps,
- General Terms & Conditions,
- Table of Fees

**Contract on the Issuance and Use of a Corporate Debit Card** is a written application of the Firm for the issuance and use of a Corporate Debit Card, in accordance with these Terms & Conditions, signed by the Firm, which upon signing by the Bank becomes the Contract on the Issuance and Use of a Corporate Debit Card.

An integral part of the Contract on the Issuance and Use of a Corporate Debit Card are:

- Terms & Conditions for the Issuance and Use of a Corporate Card,
- ČSOB Business Terms & Conditions for Third-Party Apps,
- General Terms & Conditions,
- Table of Fees

**Corporate Account** is a common term for a Corporate Current Account, Corporate Revolving Account and Corporate Charge Account.

**Corporate Card** is a means of payment issued by the Bank in respect of a Firm's account, which through its appearance, layout and data protection features corresponds to the face and reverse side of the respective card company's specification.

By means of the Corporate Card, it is possible to make cashless payments for goods and services, or cash withdrawals or cash deposits via the Bank's ATMs.

Depending on the data reading technology used, Corporate Cards are issued with contactless functionality, enabling both contact and contactless manners of payment.

A Corporate Card may be issued as:

- physical: on various media such as plastic, sticker, watch, or
- digitalised: the physical form of the Corporate Card is fully replaced by a digital one, e.g. as a component of a Third-Party App.

The term "Corporate Card" is a common term for both a Corporate Debit Card and a Corporate Credit Card.

**Corporate Cardholder** is a natural person whose name and surname are stated on the Corporate Card and who is the sole person authorised to use this Corporate Card for making individual Transactions permitted by the Bank.

**Corporate Charge Account** is an account maintained by the Bank for the Firm 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 toward the Charge-Type Corporate Credit Cardholders issued in respect of this account.

**Corporate Credit Card** is a common term for both a Revolving-Type Corporate Credit Card and a Charge-Type Corporate Credit Card. It is issued in respect of a credit account maintained by the Bank for the Firm. All Transactions made using a Corporate Credit Card, as well as all fees, interest,

and other receivables of the Bank toward Corporate Credit Cardholders issued in respect of this account are charged to the debit, or credit, of this account.

**Corporate Credit Card Credit Limit** sets the maximum amount of funds that can be drawn by means of one Corporate Credit Card over an agreed period; the agreed period maybe 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. The limit for a CNP Transaction may not be higher than the Firm's Credit Limit.

**Corporate Credit Card Limit on Cash Withdrawal** using a credit card is 20% of the Corporate Credit Card Credit Limit during the agreed period; the agreed period can be one day or one month. If necessary, the cash limit may be set at 100% of the overall Corporate Credit Card Credit Limit.

**Corporate Current Account** is an account maintained by the Bank for the Firm. 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 toward the Corporate Debit Cardholders are cleared to the debit, or credit, of this account.

**Corporate Debit Card** is a Corporate Card issued in respect of the Corporate Current Account that the Bank maintains for the Firm. All Transactions made using a Corporate Debit Card, as well as all fees, interest, and other receivables of the Bank toward Corporate Debit Cardholders are charged to the debit, or credit, of this account.

**Corporate Debit Card Limit** is the maximum amount of funds that can be drawn by means of one Corporate Debit Card over an agreed period, subject to sufficient coverage on the Corporate Current Account in respect of which the Corporate Debit Card is issued; the agreed period maybe one day or one month. The limit for a CNP Transaction may not be higher than the Corporate Debit Card limit.

**Corporate Repayment Account** means the account maintained by the Bank for the Firm, to the credit of which are paid the Amount Owing, as well as all fees, interest and other receivables of the Bank towards the Corporate Credit Cardholders issued in respect 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 toward the Revolving-Type Corporate Credit Cardholders issued in respect of this account.

**ČSOB Electronic Banking Service** comprises contractually agreed electronic banking services provided by the Bank according to the published offer on its website; it includes the Complementary Service ČSOB SmartBanking.

**Dynamic Currency Conversion (DCC)** is a service enabling

ling a Transaction in a foreign currency with immediate conversion into euros using a commercial conversion rate set by the Acquirer.

**Firm** means a legal entity or natural person – entrepreneur pursuing business on the basis of a trade licence or other licence who, as a Corporate Account Holder, has concluded with the Bank a Contract and a Contract on the Issuance and Use of a Corporate Card.

**Firm's Credit Limit** is the Firm's overall Credit Limit, representing the maximum aggregate amount of funds that the Bank makes available to all Corporate Credit Cardholders together for drawing by 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 to the Corporate Revolving Account and, in the case of Charge-Type Corporate Credit Cards, in the full amount. The Client can draw credit up to the Credit Limit, though at maximum up to the amount of available credit facilities.

**General Business Terms & Conditions of the Bank** (hereinafter the "Terms & Conditions") are issued by the Bank as part of the framework agreement in accordance with the provisions of Section 31 of Act no. 492/2009 Coll. on payment services and on the amendment of certain acts (hereinafter simply the "Payment Services Act") in conjunction with Section 273 of Act no. 513/1991 Coll. the Commercial Code, as amended.

These Terms & Conditions apply also to all contractual relations between the Bank and Account Holder with which the Bank carries out a business transaction, regardless of whether the respective business transaction is provided for in these Terms & Conditions. The text of the Terms & Conditions is available on the Bank's website, [www.csob.sk](http://www.csob.sk) and in the operating premises of the Bank's branches.

**Maturity Date** means, for a Revolving-Type Corporate Credit Card a calendar day in the month as specified in the Contract, by which the Revolving-Type Corporate Credit Cardholder must pay at least the Minimum Repayment of the Amount Owing. For Charge-Type Corporate Credit Cards, the Maturity Date means a calendar day in the month as specified in the Contract, by which the Charge-Type Corporate Credit Cardholder must pay the entire Amount Owing.

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

**Minimum Repayment** is the minimum amount set by the Bank expressed as a fixed amount or percent of the total Amount Owing, or of the Credit Limit of a Revolving-Type Corporate Credit Card that the Corporate Cardholder is ob-



liged to pay the Bank once a month no later than by the Maturity Date.

**Monthly Period** means, for 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; for Revolving-Type Corporate Credit Cards the Monthly Period is normally any contractually agreed 30 consecutive calendar days.

**PIN** is a personal identification number notified solely to the Corporate Cardholder, enabling identification when using the Corporate Card at an ATM or POS Terminal. The Bank allows the Corporate Cardholder to take over a PIN from an already existing active Corporate Card.

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

**POS terminal (EFT POS)** is a device designed for the electronic processing of Transactions made by means of Corporate Cards, and located at the Merchant's premises, and this:

- by using a PIN code,
- by the Corporate Cardholder's signature, or
- by placing the Corporate Card against the POS terminal.

**Revolving-Type Corporate Credit Card** is a Corporate Card issued in respect of a Corporate Revolving Account.

**Signature strip** is a strip on the reverse side of the Corporate Card, used for writing the Corporate Cardholder's signature, representing his/her specimen signature.

**Statement** is 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.

**Third-Party App** (hereinafter referred to as an "App") is a mobile application that is used to add a Corporate Card to a supported device using a mobile phone. The App is provided third party; it is the owner of copyrights and other intellectual property rights; specific repositories are used according to the type of App, e.g. App Store or Google Play.

For the purposes of these Terms & Conditions, the term "App" encompasses Apple Pay, Google Pay, Fitbit Pay and Garmin Pay. Third-party Apps are governed by the Business Terms & Conditions of ČSOB, a.s. for Third-Party Applications.

**Transaction** is payment operation (payment for goods and services, cash withdrawal/deposit) made using a Corporate Card, and this:

- at a POS Terminal,
- at an ATM, or

- by using data from the Corporate Card in the case of CNP transactions.

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

### III. ISSUANCE OF A CORPORATE CARD

1. There is no legal claim to issuance of a Corporate Card. The Bank may refuse a Firm's request for issuance of a Corporate Card, without stating the reason.
2. The Corporate Card is issued to the name of the Corporate Cardholder, at the Firm's request, and is non-transferable.
3. The Bank reserves the right to deliver the Corporate Card to the Corporate Cardholder or Firm in a manner chosen by the Bank, either by post or via the Bank's branch. The Bank is entitled to send the Corporate Card to the correspondence address of the Corporate Cardholder or the Firm.  
In the case of the Corporate Cardholder requesting delivery of the Corporate Card to his address abroad, the Bank may send the Corporate Card to this address of the Corporate Cardholder only following the Firm's prior written express consent to paying the increased costs for Corporate Card delivery to the Bank's account.
4. Upon receipt of the envelope with the Corporate Card, the Corporate Cardholder or Firm are obliged to promptly check whether the envelope has not been tampered with, and that the data on the Corporate Card is correct. In the event that the envelope is damaged, or any data on the Corporate Card is incorrect, the Corporate Cardholder is obliged to immediately inform the Bank of this fact (by telephone, by visiting any branch of the Bank, or electronically).
5. Unless agreed otherwise, if the Corporate Cardholder or Firm does not receive within 20 days from submitting an Application for issuance or reissuance (for reason of loss / theft or after damage), or within 20 days following the expiry of a Corporate Card's validity in the case of Corporate Card renewal, a Corporate Card by post, the Corporate Cardholder or Firm are obliged to immediately inform the Bank of this fact. After the Corporate Cardholder informs the Bank of the non-delivery of the Corporate Card, the Bank shall promptly block the Corporate Card.
6. The Corporate Cardholder activates the Corporate Card by using the Corporate Card at an ATM or POS Terminal (by reading data directly through contact

- with the Chip), by entering the correct PIN and making a contact Transaction.
7. The Bank shall decide on the issuance of a Corporate Credit Card and on the approval and amount of the Firm's Credit Limit after having evaluated the data and documents provided to the Bank by the Firm, on the basis of the Bank's internal criteria. The Bank has the right to verify the authenticity and content of documents submitted by the Firm, as well as the right to request further information on the Firm from other sources.
  8. The Bank is entitled to request collateral for its receivables in the form agreed in the Contract.
  9. The Bank is entitled, at any moment throughout the term of the Contract, to review the Firm's solvency and to change the level of the Firm's Credit Limit. The Firm is required, at the Bank's request, to present to it any necessary documents required by the Bank. A change to the level of the Firm's Credit Limit automatically amends the respective provision of the Contract on the Issuance and Use of a Corporate Credit Card.
  10. In the event of a substantial change in the Firm's solvency, the Bank shall be entitled to block all Corporate Credit Cards and to terminate the Contract.
  11. The Bank shall issue and deliver a renewed Corporate Card to the Corporate Cardholder, normally on the 15th calendar day of the month in which the validity of the original Corporate Card expires, unless otherwise agreed with the Corporate Cardholder. A Corporate Card is valid up to the last day of the month in which its validity expires.
  12. Upon the firm taking receipt of the Corporate Card and handing it over to the Corporate Cardholder, the Corporate Cardholder has the right to use it for the period of the Corporate Card's validity. At the same time, from this moment on, the Corporate Cardholder is responsible for Transactions made using the Corporate Card.
  13. If there is a Signature Strip on the Corporate Card, the Corporate Cardholder is obliged to sign the Corporate Card at the marked place upon taking receipt.
  14. The Bank shall deliver the PIN to the Corporate Cardholder as follows:
    - electronically, by means of ELB Services,
    - in paper form to any branch of the Bank,
    - by taking the PIN from another, active card issued to the name of the Cardholder.If the Corporate Cardholder uses ELB Services, this PIN is displayed to the Cardholder also electronically.
  15. It is the Corporate Cardholder's obligation upon taking receipt of the envelope containing the PIN to check that the envelope has not been tampered with or unsealed. In the event that the Corporate Cardholder, when taking receipt of the envelope with the PIN, discovers that it has been damaged, he/she shall refuse to take receipt of the envelope with the PIN, and the Bank shall issue to the Corporate Cardholder another Corporate Card with a different PIN free of charge.
  16. Information on the PIN is intended solely for the Corporate Cardholder. The Firm is not entitled to open the envelope containing the PIN or to learn it.
  17. The Corporate Cardholder in using the PIN is obliged to follow the instructions provided via ELB Services or inside the envelope containing the PIN.
  18. The Bank does not keep any records on the PIN.
- #### IV. PROCEDURE FOR PROPER AND SECURE USE OF THE CORPORATE CARD AND PIN
1. Points of Sale where a Credit Card may be used are marked with the logo of the respective Card Company (e.g. Mastercard, VISA) and match the logo indicated on the Corporate Card.
  2. A Corporate Card may not be used for Transactions that would contravene the generally binding legal regulations applicable in the place of making such Transactions.
  3. When making Transactions the Corporate Cardholder shall follow the instructions of the POS Terminal or ATM pursuant to Security Rules for the Use of Corporate Cards, as published also on [www.csob.sk](http://www.csob.sk).
  4. If the Corporate Card is withheld by an ATM, the Bank reserves the right to cancel the Corporate Card. The Firm or the Corporate Cardholder may request the Bank to reissue it.
  5. The PIN or the verification code that the Cardholder receives in the form of an SMS message in digitalisation of the Corporate Card may not in any way be disclosed to a third party or recorded in any place.
  6. It is the Corporate Cardholder's obligation to prevent disclosure of:
    - the PIN when entering it at an ATM or POS Terminal (for example by covering the keypad with the other hand, etc.).
    - the verification code by not sharing / resending to third parties, either by email or telephone,
    - the password or biometric data of the Corporate Cardholder, who is also the owner of the device via which the Transaction is verified by means of the ČSOB SmartToken application.

- Else, the Firm shall be liable for any damage caused by negligence or failure to comply with this obligation.
7. The Corporate Cardholder and the Firm are required to prevent disclosure of data on the Corporate Card.
  8. When using a Corporate Card, the Corporate Cardholder authorises a Transaction (i.e. grants his/her consent to the Transaction) and is required to identify himself/herself in the following way:
    - a) in the case of a Transaction made via an ATM, by inserting the Corporate Card into the ATM, by reading data from the Chip and by entering the PIN;
    - b) in the case of a Transaction made via an ATM, by placing the Corporate Card against the ATM's contactless reader, by reading data from the Chip and by entering the PIN;
    - c) in the case of cashless and cash (Cash Back, Cash Advance) Transactions made via a POS Terminal, by inserting the Corporate Card in the POS Terminal, by reading data from the Chip and by entering the PIN;
    - d) in the case of cashless and cash (Cash Back, Cash Advance) Transactions made via a POS Terminal, by inserting the Corporate Card in the POS Terminal, by reading the Magnetic Strip and by entering the PIN or by the Corporate Cardholder's signature;
    - e) in the case of Contactless Transactions, by placing the Corporate Card against the POS Terminal, by reading data from the Chip, without the need to enter the PIN or to sign;
    - f) in the case of Contactless Transactions, by placing the Corporate Card against the POS Terminal, by reading data from the Chip and by entering the PIN;
    - g) through the use itself of the Corporate Card and by reading data from the Corporate Card Chip, also without using the Authentication Procedure, in the case of special terminals in making low-value Transactions, for example when using a self-service terminal, when paying for travel tickets, tolls or parking fees, etc.;
    - h) for all Transactions at an online Merchant, by entering the Corporate Card number, its validity period and the CVC2 or CVV2 of the Corporate Card;
    - i) for payments at an online Merchant, by entering the Corporate Card number, its validity period and/or CVC2, or CVV2 of the Corporate Card, and at the same time entering the security code for the given Transaction sent by SMS to the Corporate Cardholder by the Bank to the Corporate Cardholder's given mobile phone number, by direct verification

in the ČSOB SmartToken application, or by using another strong two-factor verification, which the Bank is obliged to apply.

In the case of payments made at an online Merchant, the Bank applies strong authentication of the Corporate Cardholder (i.e. strong two-factor verification) using the ČSOB SmartToken application. For fulfilling this obligation of the Bank, the Corporate Cardholder is obliged to install and use this application according to the instructions stated in it.

- j) for payments at an online Merchant via an App (Apple Pay, Google Pay) using the technological settings of the App (biometric data, verification of the Transaction via the ČSOB SmartToken application or verification via the Corporate Cardholder's e-mail account and password);
- k) in the case of other CNP Transactions, by manually entering the Corporate Card number, its validity period and/or the CVC2 or CVV2 of the Corporate Card;
- l) in the case of other Transactions, in the manner necessary for executing the transaction, as defined by the Acquirer, or required by the Merchant;
- m) in the case of Transactions initiated by a Merchant on the basis of the Corporate Cardholder's prior written consent. The Bank considers the Corporate Cardholder's registration at the Merchant to constitute such consent; this concerns in particular regularly repeating payments and/or the saving of the Corporate Card's number in the Merchant's systems;
- n) for other Transactions of a MO/TO type, etc., for the execution of which the Corporate Cardholder has given his/her unquestionable consent.
- o) for Contactless Transactions by means of an App, by placing the device against the POS terminal and following the instructions on the device screen or POS terminal.

To successfully authorise a payment, the Corporate Cardholder may be asked to unlock his/her device and to provide additional verification by entering a numeric code or biometric data (fingerprint, face image) on his device depending on the technological settings of the Corporate Cardholder's device.

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 in the case of a Transaction by a Corporate Card an incorrect PIN has been entered repeatedly (3 times), the Bank will automatically block the Corporate Card for security reasons (temporary blocking). Full functionality of the Corporate Card will normally be automatically restored on the day following the day on which the Corporate Card's validity was temporarily restricted.

## V. LOSS, THEFT, AND MISUSE OF A CORPORATE CARD

1. The obligation of the Corporate Cardholder, or Firm, is inform the Bank
  - a) of the loss, theft, or misuse:
    - of the Corporate Card, including its digitalised form,
    - of the device on which an App was activated, or
  - b) on the execution of an Unauthorised Payment Operation, immediately after learning of these facts, and this:
    - by phone on the telephone number **421 2 5966 8230** or
    - in person at any branch of the Bank.
2. A telephone call made via the telephone number **+421 2 5966 8230** is recorded. More details on the processing of personal data of the Corporate Cardholder in connection with the recording of telephone calls can be found on the Bank's website **www.csob.sk**, in the Data Privacy section.
3. In exceptional cases the Bank shall block the Corporate Card also on the basis of a report from a third party, where in so doing it shall verify the eligibility of the blocking request received. The Bank in such case shall bear no liability for any unauthorised blocking of the Corporate Card.
4. Each Corporate Card, including one in digitalised form, reported as lost, stolen, misused, or suspected of use for an Unauthorised Payment Operation shall, for security reasons, be blocked. The Bank shall not be liable for any damage incurred by the Corporate Cardholder as a result of the permanent restriction on the validity of the Corporate Card. If the Corporate Cardholder, or the Firm re-obtains the Corporate Card after it was reported as lost, stolen, or misused, the Corporate Cardholder may no longer use the Corporate Card and the Corporate Cardholder is required to destroy the Corporate Card.
5. The liability of the Firm for Transactions made using a lost, stolen or misused Corporate Card ends at the moment the loss, theft or misuse of the Corporate

Card, including its digitalised form, is reported to the Bank, with the exception of Transactions whose execution time cannot be ascertained, given the method by which they were made; the Firm'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.

6. The Bank and the Firm have agreed that, until the Corporate Card is reported to have been lost, stolen or misused, the Bank shall not be liable for any damage incurred in Transactions made using Corporate Cards in which the following methods of verification were used:
  - a) PIN code,
  - b) security code sent via SMS message
  - c) verification in the ČSOB SmartToken application or
  - d) verification code that the Corporate Cardholder received in digitalisation of the Corporate Card into an App, such as Apple Pay, Google Pay, Fitbit Pay, and Garmin Pay, or
  - e) in which the Corporate Cardholder acted fraudulently, or
  - f) for damage caused as a result of the Corporate Cardholder's negligence.

The moment of reporting the loss, theft or misuse of a Corporate Card means the time (in hours, minutes, and seconds), when the Corporate Cardholder reported the loss, theft or misuse of the Corporate Card to the Bank (by telephone or e-mail, or by directly blocking the Corporate Card by means of ELB Services) so that the Bank, on the basis of the data thus provided, is able to identify and immediately block the Corporate Card.

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

## VI. LIABILITY OF THE BANK, THE FIRM, AND THE CORPORATE CARDHOLDER

1. The Cardholder shall be responsible for ensuring that all Transactions made using the Corporate Card are not in conflict with the provisions of Act no. 202/1995 Coll. the Foreign Exchange Act, as amended.
2. The Bank shall not be liable for any damage incurred by the Corporate Cardholder and/or the Firm in connection with the use of the Corporate Card as a result



- of circumstances beyond the Bank's control (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.). Moreover, the Bank shall not be liable for the situation where the Branch, another bank, or a branch office of a foreign bank reject to accept the Corporate Card to perform the Transaction.
3. The Firm shall be liable for all Transactions made using Corporate Cards issued in respect of the Corporate Account and is obliged to compensate the Bank for any damage caused to it through improper use of the Corporate Card.
  4. The Company and the Corporate Cardholder are fully responsible for all Transactions that occurred since the moment of unblocking the temporarily blocked Corporate Card. The Corporate Cardholder has the right to make Transactions using the Corporate Card only within the set Corporate Card Limit or Corporate Credit Card Limit.  
In the case of Contactless Transactions executed via an App, it is possible to execute Transactions only up to the amount of:
    - the daily or Credit Limit of the Corporate Card and at concurrently
    - the available balance on the Corporate Account.
  5. It is the responsibility of the Firm to continuously monitor and check all amounts of Transactions made by means of the Corporate Card and to avoid overdrawing the Available Balance on the Corporate Account. Transactions are cleared with a time delay. The Firm shall be liable for all Transactions regardless of the Corporate Debit Card Limit and the Corporate Credit Card Limit and shall be required to compensate for any damage caused to the Bank, including any over-drawing of the Available Balance (unauthorised overdraft) according to the account agreement.
  6. In the case of funds on the Corporate Account being overdrawn by Corporate Debit Card up to the amount of the unauthorised debit balance, the unpermitted debit balance 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 the Bank's website, **www.csob.sk**.
  7. The Bank, for reason of a change in its business policy, is entitled to change the type of the originally issued Corporate Card at any time during the course of the contractual relationship to a type of Corporate Card, and that allows the Corporate Cardholder to make at least the same types of Transactions as the originally issued type of Corporate Card.
  8. The Bank is entitled
    - to block a Payment Card, a digitalised Payment Card in Third Party Applications, such as Apple Pay, Google Pay, Fitbit Pay and Garmin Pay,
    - to temporarily unilaterally reduce Limits on the Payment Card,
    - to limit the number of Transactions at Merchants, or
    - to not allow any Transaction at a selected Merchant and this especially for the following reasons:
      - a) reason of suspicion of unauthorised or fraudulent use of the Corporate Card;
      - b) Reasons concerning Corporate Card security or other cases worthy of specific regard; due to an unauthorised overdraft on the Account, a petition for the commencement of bankruptcy or restructuring on the Firm's assets, etc.;
      - c) other reasons for which the Bank may terminate the contract, e.g. risk of the Firm's insolvency to fulfil its obligations toward the Bank;
      - d) the Bank's suspicion of misuse, or for the purpose of preventing damage to the Account Holder, the Bank or third parties, wherein the Bank evaluates suspicion on the basis of security-preventive analyses carried out by means of automated systems from the subject-matter of its activity.
  9. The Bank shall notify the Firm (or Corporate Cardholder) that the Corporate Card has been blocked, including the reasons for this blocking, before blocking the Corporate Card or immediately after blocking the Corporate Card, by sending an SMS to the Corporate Cardholder's (or Firm's) phone number that the Firm (or Corporate Cardholder) communicated to the Bank. The Bank shall not inform the Cardholder or the Account Holder about other measures pursuant to point 8 of this Article.
  10. The Corporate Cardholder is required to act so as to prevent the theft, loss, or misuse of the Corporate Card by unauthorised persons, to protect it against magnetic, mechanical, thermal, and chemical damage and to notify the Bank of the loss, theft, damage, misuse, or execution of an Unauthorised Payment Operation immediately upon learning of this. In the case of a breach of this provision, the Corporate Cardholder's conduct shall be deemed negligence, in consequence of which all losses and damage shall be borne by the Firm.

When using a Corporate Card in digitalized form (Apple Pay, Google Pay, Fitbit Pay and Garmin Pay), the Corporate Cardholder is obliged to proceed in accordance with the Business Terms & Conditions of ČSOB, a.s. for Third-Party Applications, <https://www.csob.sk/individualni-klienti> as well as the Bank's security rules published on its website [www.csob.sk](http://www.csob.sk). At the same time, the Cardholder is obliged to take all reasonable steps to ensure the protection of his device (mobile phone, watch) against possible misuse, in particular:

- a) locking the third-party device / app after completing any activities;
- b) downloading apps to a device only from official stores (Google Play, App Store);
- c) using the connection only via secure Wi-Fi networks, or via data services provided by mobile operators;
- d) receiving regular device software updates;
- e) using only licensed antivirus and anti-spyware programs.

We recommend regular updates of the antispyware program with the latest updates;

- f) contact the Bank immediately in the case of loss / theft of your device (watch, mobile phone, etc.);
- e) do not make any unauthorised (i.e. "root" or "jailbreak") modifications to the mobile phone software;
- h) in the event of replacing a device (mobile / watch), the Bank recommends deactivating digitalised Payment Cards in Third-Party Apps, such as Apple Pay, Google Pay, Fitbit Pay and Garmin Pay on the original device.

Failure by the Cardholder to comply with the above steps shall be deemed by the Bank to be negligence on the part of the Cardholder.

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

## VII. FEES

1. The Bank shall charge to the Firm the fees relating to the Corporate Card issued in respect of the Firm's account, in accordance with the Bank's applicable Table of Fees, which is available in all operating premises of the Bank's branches and on its website, [www.csob.sk](http://www.csob.sk).
2. The Bank and the Firm have agreed that the Bank is entitled to collect from the Firm's account in respect of which the Corporate Card is issued, fees according to the Bank's applicable Table of Fees, as follows:
  - fees for Corporate Cards and services in respect of Corporate Cards, including fees for Complementary Services,
  - insurance in respect of Corporate Cards.
  - Transactions made using Corporate Cards.

## VIII. PERIODS AND MANNER OF CLEARING CORPORATE CARD TRANSACTIONS

1. The Bank performs the settlement (clearing) of all Transactions made using Corporate Cards to the debit of the Corporate Account to which the Corporate Card was issued.
2. Each Transaction made using Corporate Card is normally posted by the Bank on the next business day after receiving the accounting report from the Acquirer, and the Bank has the right to post the Transaction no later than 30 calendar days after its execution date, in accordance with the rules of the respective card company.

Following a successfully authorised Transaction (i.e. the Transaction was approved by the Corporate Cardholder and the Bank), the Firm's available balance is normally reduced in the form of a temporary blocking of funds up to the amount of the Transaction made. If the Transaction was made in a currency other than the account to which the Corporate Card is issued, the amount of such blocked funds is converted to the account currency; the amount of blocked funds may be different from the actually recorded amount of the Transaction.
3. If the Corporate Cardholder has placed a request that an SMS notification be sent on an Authorised Transaction by the Corporate Card, this notification is of an informative nature.
4. In the case of a Transaction made using a Corporate Card in a currency other than the euro charged to an account held in euro, the Transaction is converted at the foreign exchange sell rate set by the Bank (exchange rate list) valid on the day of charging the Transaction at the Bank.

When charging a Transaction made in a currency other than the euro against an account held in a currency other than the euro, the Transaction is charged at the foreign exchange purchase rate set by the Bank valid on the day of Transaction being charged at the Bank.

In some cases, when clearing a Transaction made using Corporate Card in a currency other than the euro, it may be converted and settled in accordance with the card company's rules at the card company's exchange rate valid on the day the Transaction is processed, whereupon the Bank shall not bear liability for any losses arisen through conversion of a Transaction charged in this way.

If the currency in which a Transaction is made matches the currency in which the Corporate Account's account is held, no conversion of the Transaction amount shall occur.

5. Transactions executed through the DCC service are cleared at the commercial exchange rate defined by the Acquirer, and the Bank processes such Transactions in euros.
6. Pursuant to the Banking Act the Bank keeps internal records allowing retrospective searching for a Transaction and for error correction. It is an obligation of the Corporate Cardholder to regularly check Transactions made using the Corporate Card, and also Transactions made using ELB Services.
7. In the case that the Corporate Cardholder is sent the amount of the Corporate Card Transaction for a service cancelled or not supplied by the Merchant, and also the Corporate Cardholder has the account to the Corporate Card at the Bank cancelled, the Corporate Cardholder shall have the right to request in person the Bank to send this Transaction amount to an account stated by him/her held at a different bank.

#### **IX. SETTLEMENT OF PAYABLES RESULTING FROM THE CHARGE-TYPE CORPORATE CREDIT CARD TOWARD THE BANK**

1. The Firm is obliged to fully repay to the Bank no later than on the Maturity Date the Amount Owing as specified in the Statement.
2. The Bank shall issue and send to the Firm, or to the Charge-Type Corporate Credit Cardholder, if applicable, the Statement for a Monthly Period, always 25 days prior to the Maturity Date, unless stipulated otherwise in the Contract. The Bank shall bear no liability for any failure to deliver or for delayed delivery of the Statement to the Firm or to the Charge-Type

Corporate Credit Cardholder.

3. In the period from the Balance Date up until the Maturity Date the Firm is entitled to repay the Amount Owing in favour of the Corporate Repayment Account, namely by way of a cashless transfer, payment order, collection from the Corporate Current Account, or cash deposit, unless stipulated otherwise in the Contract.
4. If the Corporate Current Account is held at the Bank, the Bank shall send the collection order on the Maturity Date. If the Maturity Date is a business day, this day is included in the number of days for the purposes of this point.
5. If the Firm fails to pay the Amount Owing at latest on the Maturity Date, the Bank shall be entitled to accrue interest on the remaining part of the Amount Owing at an interest rate increased by the default interest rate agreed in the credit agreement or the Current Account Agreement, i.e. from the Maturity Date until the date of full repayment of the Amount Owing, from the date of the default arising.
6. Neither the Firm nor the Charge-Type Corporate Credit Cardholder are entitled to exceed the credit limit or the credit limit of the Charge-Type Corporate Credit Card. In the event that the Corporate Charge Cardholder and/or the Firm exceeds the credit limit of the Charge-Type Corporate Credit Card or the Firm's Credit Limit, the amount by which the credit limit has been exceeded is considered part of the Amount Owing and must be paid in full, equally as the Amount Owing.
7. In relation to drawing funds from the Firm's Credit Limit the Firm undertakes to pay interest under the conditions as specified in the Contract.

#### **X. SETTLEMENT OF PAYABLES RESULTING FROM THE REVOLVING-TYPE CORPORATE CREDIT CARD TOWARD THE BANK**

1. The Firm is obliged to pay to the Bank no later than on the Maturity Date the Amount Owing, in any amount, though at least in the amount of the Minimum Repayment specified in the Statement.
2. The Bank shall issue and send to the Firm, and, if applicable, to the Revolving-Type Corporate Credit Cardholder the Statement for a Monthly Period, always 15 days prior to the Maturity Date, unless stipulated otherwise in the Contract. The Bank shall bear no liability for any failure to deliver or for delayed delivery of the Statement to the Firm or to the Revolving-Type Corporate Credit Cardholder.

3. In the period from the Balance Date up until the Maturity Date the Firm is entitled to repay an amount at least equal to the level of the Minimum Instalment in favour of the Revolving-Type Corporate Account, by way of a cashless transfer, payment order, collection order, collection from the Corporate Current Account, or a cash deposit.
4. If the Firm fails to repay the Amount Owing at least in the level of the Minimum Repayment no later than on the Maturity Date, the Bank shall be entitled to accrue interest on the unpaid part of the Minimum Repayment at an interest rate increased by the default interest rate, in the amount agreed in the Contract or in the Contract on the Current Account, from the day on which the repayment entered arrears, i.e. from the Maturity Date up until the day on which the Minimum Repayment was fully paid.
5. In relation to drawing funds from the Firm's Credit Limit the Firm undertakes to pay interest under the conditions as specified in the Contract.
6. Neither the Firm nor the Revolving-Type Corporate Credit Cardholder are entitled to exceed the credit limit or the credit limit of the Revolving-Type Corporate Credit Card. In the case where the Firm or the Revolving-Type Corporate Credit Cardholder exceeds the credit limit or the Credit Limit of the Revolving-Type Corporate Credit Card, the amount exceeding the credit limit, or the Credit Limit of the Revolving-Type Corporate Credit Card 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 the respective repayment in the amount pursuant to points 3 or 7 of this Clause from the Corporate Current Account.

## **XI. CLAIMS, PROCEDURES, AND HANDLING TIMES**

1. If the Firm, or the Corporate Cardholder disagrees with a cleared Transaction, they have the right to file a Claim. The Firm, or the Corporate Cardholder is required to file a Claim in the manner specified by the Bank according to the Bank's applicable Claims Code, promptly following the day of learning of this fact, though not later than 13 months from the date of the Transaction being made.
2. The Corporate Cardholder is obliged to present available documentation relating to the disputed Tran-

saction (the Cardholder's declaration on the disputed Transaction, copies of Sales Slips, a document on cancellation of the Transaction, a copy of the Statement with the disputed 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 Corporate Cardholder's Claim. In the case that 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 then be deemed filed.

3. If the Firm or the Cardholder declares that they did not authorise the Transaction, but the Bank nevertheless proves that it was an Authorised Transaction, the Bank is entitled, after a preliminary investigation of the Claim, to reclassify the filing and to notify the Corporate Cardholder of the result of the Claim in writing only after receiving information from the Merchant's Bank.
4. The Bank shall decide on the eligibility of a Claim without undue delay, though no later than 15 business days from the delivery date of the Claim in the manner agreed according to the Bank's Claims Code. In justified cases, where it is not possible to comply with the period of 15 business days, the Bank is obliged to provide the Firm or Corporate Cardholder within this term a preliminary response to the Claim filed. The time limit for delivery of the final reply may not exceed 35 business days; overall handling of a Claim in complicated cases may not take longer than 6 months.
5. When charging Transactions made using Corporate Cards, the Bank shall not recognise a Claim by the Firm or Corporate Cardholder relating to an amount arising through the exchange rate difference between the day the Transaction was made and the day the Transaction was charged.
6. In the event of learning of an Unauthorised Transaction, the Bank shall promptly return the disputed amount in favour of the account to which the Corporate Card is issued, no later than the end of next business day, as soon as this fact was notified by the Firm or the Cardholder, or as soon as the Bank itself learned of this Unauthorised Transaction. In the event that the Bank has reasonable suspicion that the Firm and/or Corporate Cardholder has acted fraudulently, the Bank shall not proceed to settle an Unauthorised Payment Operation within the period defined above.
7. The Bank shall not be liable for errors, the quality of the delivered goods or services as well as for non-



- delivery of goods or services paid for using the Corporate Card. The Corporate Cardholder is required to make this type of Claim directly at the Point of Sale, or at the Merchant where the purchase was made.
8. If the Corporate Cardholder uses the services of third parties and registers the Bank's Corporate Card under a third-party payment card, the Corporate Cardholder or the Firm must file a Claim for such a Transaction at the third party whose payment card was used for combining with the Bank's Corporate Card.
9. Registration of a Corporate Card issued by the Bank with a third-party card means the use of the third-party application that enables connection of a third-party card to data on the payment card issued by the Bank, whereupon in the case of a payment made using a registered card, funds are debited from the account held at the other payment institution (or at the payment service provider), not at the Bank, which maintains the Firm's payment account. If the Firm or Corporate Cardholder are unsuccessful in claiming a disputed Transaction in accordance with these Terms & Conditions, or in seeking a different remedy at the Bank, they have the right to turn to the competent court, or an arbitration court that decides these disputes.

## **XII. CHANGE OF NOTIFIED DATA AND OF REQUIREMENTS FOR PARAMETERS OF A CORPORATE CARD AND COMPLEMENTARY SERVICES**

1. The Firm and Corporate Cardholder are obliged to inform the Bank of any change of data that they provided to the Bank in connection with the issuance of the Corporate Card in respect of the Corporate Account (e.g. change of the Firm's address, business name, telephone number as well as change of the Corporate Cardholder's address, surname, or telephone number). The Firm shall be liable for any damage incurred by the Bank in connection with a failure to comply with this obligation.
2. The Firm has the right to request in writing a change to the Firm's Credit Limit as well as change to the Corporate Debit Card Limit, credit limit of the Corporate Credit Card, insurance, and Complementary Services in respect of any Corporate Cardholder, or change of the PIN via an ATM no later than 35 calendar days prior to the Corporate Card expiration date. Changes to the data, parameters, or requirements concerning Corporate Cards may also be made by means of the contractually agreed ELB Services. In the case that the Corporate Cardholder requests that the PIN be re-

-sent, the Bank shall provide this service in the standard delivery term, not express.

3. The Firm and/or the Corporate Cardholder and/or the Corporate Cardholder is entitled, by means of ELB Services, to request the Bank to make changes in the following Corporate Card parameters:
- change to the overall limit on the Corporate Debit Card (can be made only by the Firm);
  - change to the limit on a Revolving-Type Corporate Credit Card (can be made only by the Firm);
  - temporary blocking of a Corporate Debit or Credit Card (can be made by the Firm or the Corporate Cardholder);
  - unblocking of a temporary blocked Corporate Debit or Credit Card (can be made only by the Firm);
  - change to the limit for CNP payments at maximum up to the limit set by the Firm, and change of telephone number for CNP payments (may be made by the Firm or Corporate Cardholder).
4. Temporary blocking of a Corporate Card by means of ELB Services is intended for cases where the Firm or Corporate Cardholder does not have the Corporate Card under full control and for this reason wishes to have the Corporate Card temporarily disabled.
5. A temporarily blocked Corporate Card may be unblocked only by the Firm, and this by means of ELB Services, or by submitting a request at a Bank branch, and may do so only after ascertaining that the Firm or the Corporate Cardholder has the Corporate Card in their physical possession and that there has been no data leak from the Corporate Card under any circumstances or disclosure to another person of any data on the Corporate Card such as, in particular, the Corporate Card number, its validity, CVC2/CVV2 code or disclosure of the PIN / verification code necessary for the digitalisation of the Corporate Card. Any violation of these obligations shall be considered by the Bank to constitute negligence by the Firm or Corporate Cardholder.
6. In the event of repeated unauthorised overdrawn of an account by means of payments via a Corporate Card issued in respect of the account, or in the case of suspicion of fraudulent conduct by the Corporate Cardholder, or Firm, the Bank is entitled to block and/or cancel the Corporate Card.
7. The Corporate Cardholder consents to the provision of information on his Corporate Card (e.g. the Corporate Card number, its validity date) as well as information on transactions made by it to the Card Companies VISA and Mastercard.

8. The Corporate Cardholder agrees to provide data updates to VISA and Mastercard card companies for Merchants to whom the Corporate Cardholder has already given consent to perform repeated Transactions by the Corporate Card, as follows:

- the Corporate Card number,
- the Corporate Card validity period.

Based on the consent thus granted, the Bank will ensure the updating of the VISA Corporate Card data in the VISA Account Updater (VAU) system and the Mastercard in the Automatic Billing Updater (ABU) system.

Through automatic updating of the Corporate Card data, the Merchant is allowed to assign a successor Corporate Card with a new number, or with a new expiration, to the immediately preceding, no longer valid Corporate Card via the VAU and ABU.

This allows the Merchant to make regularly recurring Internet Transactions for services or goods (e.g. subscriptions) without the need for the Corporate Cardholder to re-enter data from a new Corporate Card. corporate data is automatically updated only for those Merchants who support VAU and ABU services.

9. This consent does not affect the Corporate Cardholder's right to cancel the ABU or VAU services.

### **XIII. CANCELLATION OF A CORPORATE CARD AT THE WRITTEN REQUEST OF THE FIRM AND/OR CORPORATE CARDHOLDER**

1. A Corporate Cardholder is entitled to request in writing the cancellation of only that Corporate Card issued to his/her name. The Firm 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 Firm or Corporate Cardholder in consequence of cancellation of a Corporate Card.
2. Liability for damage caused through any misuse of a Corporate Card that was cancelled on the basis of the Corporate Cardholder's and/or Firm's written request shall be assumed by the Bank, starting from the first calendar day following the day of submitting the written request for cancellation of the Corporate Card.
3. The Bank may also, without prior notice, cancel the right to use the Corporate Card, or temporarily or permanently block the Corporate Card, (this concerns primarily a breach of contractual conditions, blocking an account in the case of distraint, a debit balance on the account, or in the case of suspicion of Corporate Card misuse).

### **XIV. COMPLEMENTARY SERVICES**

1. The Bank is entitled to at any time cancel, change the scope and type of Complementary Services provided. A description of the new Complementary Service, the method of activating it, or method of replacing one Complementary Service with a different Complementary Service shall be published on the Bank's website **www.csob.sk**.

2. **Lounge Key** is a scheme that allows Corporate Cardholders of VISA Business Gold debit to enter airport lounges.

The scheme is overseen by Collinson International Limited, registered office Cutlers Exchange, 123 Houndsditch, London EC3A 7BU, United Kingdom, and whose offer and range of services is published at <https://www.loungekey.com/csobsk>.

### **XV. FINAL PROVISIONS**

1. The correspondence address for sending written documents to the Bank is: Československá obchodná banka, a.s., Žitkova 11, 811 02 Bratislava.
2. The correspondence address for sending written documents to the Corporate Cardholder is the correspondence address for delivering written documents, which the Corporate Cardholder notified to the Bank. The Firm is required to notify the Bank in writing of any change to the correspondence address, contact telephone number or email address of the Corporate Cardholder.
3. The Bank has the right to unilaterally change the Terms & Conditions, and has the obligation to provide comprehensible information on its website **www.csob.sk** and at its branch operating premises, in writing, in Slovak, at least 2 months prior to the proposed effective date of the change, unless a specific regulation provides for otherwise, or unless the Bank has agreed otherwise with the Corporate Cardholder.
4. The new wording of the Terms & Conditions becomes the binding on the effective date for the concluded contractual relationship as an amendment of its originally agreed conditions, with the effective date from that specified in the respective amendment to the Terms & Conditions.
5. These Terms & Conditions replace the Terms & Conditions for the Issuance and Use of a Corporate Card dated 15.06.2022 and enter into force and effect on **01.11.2023**.