

TERMS AND CONDITIONS GOVERNING THE ISSUANCE AND USE OF DEBIT PAYMENT 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 Debit Payment Cards ("Terms and Conditions").

I. GENERAL PROVISIONS

1. These Terms and Conditions govern relations between the Bank, an Account Holder, and a Cardholder arising from the issuing and use of Debit Payment Cards.

The Bank shall issue a Debit Payment Card ("Payment Card") to the Cardholder from its current offer range as follows:

- for an account / accounts kept in euro
- for an account /accounts kept in selected foreign currencies ("Account")

based on a Request for Issuance and Use of a Debit Payment Card ("Request"). When this is signed by the Account Holder, the Cardholder and the Bank, it becomes an Agreement on the Issuance and Use of a Debit Payment Card.

2. The Bank publishes its current range of Payment Cards and the Supplementary Services offered with them in information materials which are available in all its branches and from the website www.csob.sk.
3. Legal relations related to the issuing and use of a Payment Card are governed firstly by Act No 40/1964 the Civil Code, as amended ("Civil Code"), Act No 492/2009 on payment services and amending certain acts, as amended ("Act on Payment Services") and Act No 483/2001 on banks, as amended ("Act on Banks").
4. The Payment Card is the property of the Bank and the Cardholder receives only the right to use it.
5. The Cardholder and the Account Holder may communicate with the Bank via the Call Centre, a branch of the Bank or ČSOB electronic banking services. If the Bank has activated the relevant service or method of communication via ČSOB electronic banking services and the Terms and Conditions do not expressly provide otherwise, communication via ČSOB electronic 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 Payment Card and information on the Cardholder, which is marked with the logo of the relevant international Card Company and which permits the Cardholder to use the Payment Card to withdraw / deposit cash and potentially also to access other services.

Authentication Procedure means a procedure used to verify a Cardholder's identity when carrying out Transactions or their authorisation to use a means of payment, 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 that the Bank is required to use.

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

Authorisation means the Cardholder's granting of consent for the execution of 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.

Authorised Transaction means a Transaction executed using a Payment Card and the reading of data from the Chip or the Magnetic Strip, for which the Cardholder has given consent:

- by using any of the Authentication Procedures or
- by the use of the Payment 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 Cardholder's written consent (e.g. a MO/TO Transaction).
- or if the Bank does not require use of one of its specified Authentication Procedures.

Transactions authorised in this way are irrevocable.

Bank means Československá obchodná banka, a. s. with registered office: Žitkova 11, 811 02 Bratislava, Corp. ID no (IČO): 36854140 registered in the Companies Register of Bratislava I District Court, section Sa, entry no 4314/B.

Contactless Transaction means a Transaction carried out by holding the Payment Card or a mobile device 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 exact amount for which PIN entry is not required to confirm a Contactless Transaction may vary from region to region because it is determined in local currency by the card companies VISA or MasterCard. PIN entry may be required for security reasons also when the amount is less than EUR 50.00.

Blocked Card means a Payment Card whose use has been temporarily or permanently restricted by the Bank.

Cash Advance means a withdrawal of cash via an exchange office or a bank branch using a device referred to as an imprinter, or via merchants using 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 Payment Card.

CNP Transaction (Card Not Present) means all types of Transaction carried out without the physical presence of a Payment Card. CNP Transactions are generally carried out with a merchant over the internet, by telephone, fax or e-mail, by manual entry of the Payment Card number, expiry date, CVV or CVC 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 Payment Card, which is used for Cardholder authentication in CNP transactions.

Debit Payment Card (“Payment Card”) means a payment instrument issued by the Bank for the account of an Account Holder as a rule in the form of plastic card whose appearance, arrangement of information and protective elements on the face and reverse conform to the specifications of the relevant Card Company. A Payment Card can be used to make cashless payments for goods and services and to withdraw or deposit cash via a Bank ATM for the Account Holder’s account. By implementing the appropriate technology for reading data, Payment Cards can be issued with contactless functionality so that they can be used for both contact and contactless transactions. A Payment Card can be issued on various media such as plastic, a sticker, a watch, built into a mobile phone etc.

Supplementary Services means supplementary services to the Payment Card that the Cardholder can use under the relevant agreement with the Bank. Fees and charges for Supplementary Services are specified in the Price List; the Bank publishes a list of Supplementary Services and their scope on its website www.csob.sk.

Cardholder means the natural person whose name and surname are shown on the Payment Card and who is the only person authorised to use the Payment Card to execute individual transactions permitted by the Bank. This person may be the Account Holder, or another person designated thereby.

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 means contractually agreed services that the Bank provides via the internet in accordance with published terms.

Internet Transaction means a type of CNP Transaction carried out with an internet Merchant by means of the manual entry of the Payment 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 Payment Cards and formulates the rules and regulations for the provision of such activities.

Limit determines the maximum amount of funds that can be drawn via the Payment Card in an agreed period provided that there are sufficient funds on the account to which the Payment 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 Payment Card.

Account Holder means the natural person - consumer, natural person - entrepreneur or legal entity who has opened a current account in the Bank under the agreement and to whom the Payment Card is issued.

Magnetic Strip means a magnetically encoded record of information relating to the Payment Card, its Cardholder and the Account Holder. It is found on the reverse of the Payment Card.

MO/TO Transaction (mail order/telephone order) means a type of CNP Transaction to which the Cardholder gives consent by telephone or in writing, which is executed without the physical presence of the Payment Card by the manual provision of the Payment 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, using a Payment Card at a Merchant’s POS Terminal by means of which the Merchant can return a set amount paid using the Payment Card to the Account Holder’s account to which the Payment Card is linked.

Unauthorised Payment Operation means a payment operation carried out using the Payment Card, for whose execution the 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 Payment Card.

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

PIN means a personal identification number provided exclusively to the Cardholder that permits their identification when using a Payment 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 Payment Cards under an agreement with the Bank.

Cash Register Receipt means a receipt for payment made using a Payment Card at a POS Terminal or Imprinter, which confirms provision of a service or the purchase of goods.

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

Acquirer means a Bank or other legal entity that has a licence from the relevant Card Company entitling it to accept Payment Cards, which provides payment services for Merchants accepting Payment Cards as a means of payment for services or goods provided.

Complaint means an oral or written submission of an Account Holder or a Cardholder containing an expression of dissatisfaction with the quality of Payment Card services or their provision.

Bank Price List means the Price List for Natural Persons, the Price List for Entrepreneurs and Legal Entities, and the Price list for Corporate Clients and which include specification of all the Bank’s charges and fees and in accordance with which the Bank charges the Cardholder for services provided and Transactions executed by the means defined herein.

Smartbanking is a mobile application of the Bank, which is part of the Bank’s Electronic Banking services and enables an authorised person to access accounts and selected information on the Cardholder or the Account Holder.

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

Bank’s General Business Conditions means the terms and conditions that the Bank publishes and makes available in the customer areas of all branches of the Bank and on the Bank’s website www.csob.sk.

III. ISSUANCE OF A PAYMENT CARD

1. There is no legal title to issuance of a Payment Card. The Bank may refuse an Account Holder's request for issuance of a Payment Card without specifying a reason.
The Bank issues a Payment Card for the name and surname of the Cardholder at the request of the Account Holder and it is non-transferable.
2. The Bank reserves the right to deliver the Payment Card to the Cardholder by the agreed means, either by post or through a branch of the Bank.
The Bank will send a Payment Card to the Cardholder's correspondence address in the Slovak Republic or the Czech Republic.
If the Cardholder requests delivery of the Payment Card to their address in another country, the Bank may send the Payment Card to such an address for the Cardholder after receiving the express written consent of the Account Holder for the payment of the increased cost of delivery of the Payment Card.
On receiving the Payment Card by post, the Cardholder must, without delay, check that the envelope was not tampered with and that the information on the Payment Card is correct. If the envelope is damaged or there is incorrect information on the Payment Card, the Cardholder must report it to the Bank without delay (by telephone, by visiting any branch of the Bank in person or by electronic means).
3. The Cardholder must notify the Bank without delay if the Payment Card is not delivered by post within 20 days from submission of the request for issuance or 20 days from the expiry of the validity period in the case of renewal of the Payment Card, unless agreed otherwise.
When the Cardholder reports the non-delivery of the Payment Card, the Bank will ensure that it is blocked without undue delay.
4. The Cardholder shall activate the Payment Card by the use of the Payment Card in an ATM or POS terminal (where data is read by direct contact with the Chip), the entry of the correct PIN and the execution of a contact Transaction.
5. The Payment Card is valid until the last of the month in which it expires.
6. The Bank will issue a new card to the 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 or
 - the Cardholder / Account Holder did not request cancellation of renewal of the Payment Card prior to the deadline six weeks before the expiry of the Payment Card.
7. On receiving the Payment Card, the Cardholder becomes entitled to use it until its expiry. At that moment the Cardholder also becomes responsible for all Transactions executed using the Payment Card issued in their name.
8. After receiving the Payment Card, the Cardholder is obliged to sign the Payment Card on its Signature Strip.
9. The Bank will ensure the delivery of the PIN to the Cardholder by the following means:
 - electronically, via its Electronic or Mobile 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 CardholderIf a client uses the Bank's Electronic or Mobile Banking services, the PIN will be displayed to the Cardholder electronically.

10. It is the Cardholder's responsibility to check the integrity of the paper envelope containing the PIN on delivery. If the Cardholder receives the envelope containing the PIN at a branch of the Bank and finds that it has been damaged, they must not accept the envelope with the PIN and the Bank will issue another Payment Card and another PIN to the Cardholder free of charge.
11. The Bank will provide the PIN only to the Cardholder.
12. The Cardholder must proceed according to the instructions shown in Electronic or Mobile Banking services or on the inside of the envelope containing the PIN.
13. The Bank keeps no record of the PIN.

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

1. Locations where the Payment Card can be used are identified by the logo of the relevant Card Company (e.g. MasterCard, VISA) or the type of Payment Card, which will be identical with the logo on the Payment Card.
2. The Payment 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 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 Payment Card is withheld by a Bank ATM, the Bank reserves the right to cancel the Payment Card. The Account Holder or the 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 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 Account Holder shall be liable for losses resulting from negligence or failure to comply with this duty.
6. The employee at the Point of Sale shall have the right, in the interest of protection of the Cardholder, to require proof of the Cardholder's identity at any time.
In case of doubt, the employee is entitled not to execute the Transaction, to withhold the Payment Card or to destroy it in front of the Cardholder, in which case the Cardholder must be issued confirmation of the Payment Card's withholding.
7. The Cardholder is obliged to prevent the disclosure of the information on the Payment Card.
8. When using the Payment Card, the 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 Payment 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 Payment 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 Payment 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 Payment Card in the POS, by reading the magnetic strip and by entering the PIN or by the Cardholder's signature in their own hand
 - e) for Contactless Transactions carried out by holding the Payment 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 Payment Card in proximity to a POS Terminal, by uploading data from the Chip and entering the PIN
 - g) by the use of the Payment Card alone and the uploading of data from the Payment 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 Payment Card number, its expiry date and/or its CVC2 or CVV2
 - i) for payments to an internet merchant by entering the number of the Payment Card, its expiry date and/or its CVC2 or CVV2 and also by entering a security code for the given Transaction that the Bank sends to the Cardholder by SMS using the mobile phone number that the Cardholder has provided to the Bank or by using another strong form of two-factor verification that the Bank is required to use
 - j) for other CNP Transactions by manually entering the number of the Payment 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 consent given previously by the Cardholder. The Bank recognises such consent based on the Cardholder's registration with the Merchant. It relates mainly to regularly recurrent payments and/or the Cardholder's permission for storing the Payment Card number in the Merchant's system
 - m) for other MO/TO-type transactions and the like for which the Cardholder has given unquestionable consent
9. The Bank has the right to reject any Transaction that violates applicable laws, the Bank's General Business Conditions, these Terms and Conditions or where there are grounds to suspect it contravenes the Card Companies' Rules.
10. If the incorrect PIN is entered repeatedly for one Transaction (three times), the Bank will automatically block the Payment Card (for a limited period) for security reasons.
Full functionality of the Payment Card will usually be restored the day after the day when the Card was temporarily blocked.

V. LIABILITY OF THE BANK AND THE CARDHOLDER

1. The Cardholder is liable for ensuring that Transactions carried out using the Payment Card do not contravene Act No 202/1995, the Foreign Exchange Act, as amended.
 2. The Bank is not liable for losses that the Cardholder incurs in connection with the use of the Payment Card which are beyond 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 foreign bank does not accept the Payment Card for execution of a Transaction.
 3. The Account Holder shall bear liability for all Transactions carried out using Payment Cards that are linked to their account and shall reimburse the bank for losses resulting from incorrect use of a Payment Card.
 4. The Cardholder shall bear full liability for Transactions resulting from use of the Payment Card from the moment when a temporarily blocked Payment Card is unblocked.
 5. The Cardholder has the right to use the Payment Card to execute Transactions only up to the set Limit or the amount of the available funds on the account, whichever is lower.
6. It is the duty of the Account Holder and/or the Cardholder to monitor and check regularly the sums paid in Transactions using the Payment Card and to prevent the available balance on the account from being overdrawn. Transactions are debited with a delay. The Account Holder is liable for all Transactions regardless of the amount of the 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.
If funds on the account are overdrawn without authorisation to the level of an unauthorised overdraft, interest will be charged on the unauthorised overdraft at the current overdraft 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.
 7. The Bank is entitled to change the type of Payment Card issued originally for a type or design of Payment Card that permits the Cardholder to execute at least the same types of Transactions as the type of Payment 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 Payment Card, a CNP Transaction or to make a temporary, unilateral reduction in Payment Card Limits for the following reasons:
 - a) it suspects unauthorised or fraudulent use of the Payment Card
 - b) it detects circumstances that could affect the security of the Payment Card or otherwise deserve special consideration such as an unauthorised overdraft on the account, a request to open insolvency or restructuring proceedings against the Account Holder etc.
 - c) other reasons that entitle the Bank to terminate the agreement, e.g. the risk of the Account Holder's insolvency making them unable to meet their obligations to the Bank
 9. The Bank will notify the Cardholder (or the Account Holder) of the blocking of the Payment Card before the Payment Card is blocked, or without undue delay after the Payment Card is blocked, by sending an SMS message to the telephone number of the Cardholder or the Account Holder that the Cardholder or Account Holder has reported to the Bank.
The Bank will likewise inform the Cardholder or the Account Holder of the blocking of a CNP Transaction or the temporary unilateral lowering of Limits for the Payment Card by sending an SMS message to the telephone number of the Cardholder or the Account Holder that the Bank has in its records.
 10. The Cardholder must take action to prevent the theft, loss or abuse of the Payment Card by unauthorised persons, to protect it against magnetic, mechanical, thermal or chemical damage and to 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 Cardholder shall be deemed negligence, and liability for all resulting losses shall be borne by the Account Holder.
 11. The Account Holder shall be liable for losses that occur as a result of the use of a lost or stolen Payment 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 Payment Card
 - b) in full in the event of negligence of the Cardholder until the moment of submission of a request to block the Payment Card in the Bank
 - c) in full in the event of fraud by the Cardholder until the moment of submission of a request to block the Payment Card

VI. FEES

1. The Bank shall charge fees to the Cardholder in accordance with the applicable Bank Price List, which can be obtained from all branches of the Bank and from the Bank's website, www.csob.sk.
2. The Bank and the Account Holder have agreed that the Bank is entitled to collect the fees under the Bank Price List from the Account Holder's account for which the Payment Card is issued as follows:
 - fees for Payment Cards and Payment Card services, including fees for Supplementary Services
 - insurance linked to Payment Cards
 - sums for Transactions executed using Payment Cards

VII. TERMS AND SETTLEMENT PROCEDURE FOR EXECUTED PAYMENT CARD TRANSACTIONS

1. The Bank settles all Transactions executed with Payment Cards against the Account Holder's account to which the relevant Payment Card is linked.
2. As a rule, the Bank settles every Transaction carried out using a Payment Card on the working day following receipt of the accounting report from the Acquirer.
Transactions carried out using a Payment Card are settled in accordance with the rules of the relevant Card Company. After a successfully authorised Transaction (i.e. a Transaction with the consent of the Cardholder and the Bank), the Account Holder's 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 Payment 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 Account Holder's account.
3. If the Cardholder so requests, the Bank will send an SMS notification of authorisation of a payment using the Payment Card with information on the amount of the payment. If the Payment 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 Payment Card abroad, the Transaction sum in the Transaction currency is converted (when not in euro) to the currency for settlement 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 settled in the Bank. Conversion of the Transaction amount expressed in the currency for the Transaction's settlement in the Bank to the currency in which the Account Holder's account is kept (if 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.
5. If the Account Holder's account is kept in a currency in which the Bank settles Transactions, settlement of the Transaction will not include conversion of the Transaction sum expressed in the currency of settlement of the Transaction (euro) in the Bank to the currency in which the Account Holder's account is kept. If the currency in which the Transaction is executed is the same as the currency in which the Account Holder's account is kept, no conversion takes place.
6. If the currency in which the Transaction was executed is not in the Bank's exchange rate list or is in the Bank's exchange rate list but is CNY (Chinese Yuan Renminbi), the Transaction amount expressed in the Transaction currency is converted to the currency

for the Transaction's settlement (euro) in the bank using first the exchange rate for this currency to the reference currency of the relevant Card Company set by the relevant Card Company and then converting the amount expressed in the reference currency to the currency for the settlement of the Transaction (euro) in the Bank.

7. For transactions where a DCC service was used, the Transaction is settled at the commercial conversion rate set by the Acquirer. The Bank processes Transactions in euro, i.e. the Transaction settlement currency is the euro.
8. Use of the Payment Card abroad may result in an exchange rate difference due to the conversion of the Transaction amount into the settlement 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 settlement of the debit and credit Transactions.
9. The Bank has the right to settle a transaction up to 30 calendar days after its date of execution. The Bank shall keep internal records in accordance with the Act on Banks for the purposes of permitting review of Transactions and the correction of errors. It is the duty of the Cardholder to check Payment Card Transactions regularly and they may use Electronic or Mobile Banking services for this purpose.
10. If the Cardholder is sent a Payment Card Transaction sum for an undelivered or cancelled service by a Merchant and the Cardholder's account for the Payment Card in the Bank has been closed, the Cardholder is entitled to visit a branch in person and request the Bank to send the Transaction sum to an account that they specify in another Bank.

VIII. COMPLAINTS, HANDLING PROCEDURES AND TIME LIMITS

1. Should an Account Holder or Cardholder object to a processed Transaction, they have the right to file a Complaint. The Account Holder or 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 duty of the Account Holder or Cardholder to submit the available documentation on the disputed Transaction (the 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 request other documents in addition to the aforementioned documents if they are necessary for proving the eligibility of the claim of the Account Holder or Cardholder.
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 a Complaint relates to a transaction in which it is thought that the Payment Card has been abused (e.g. via a forged copy of the card, via internet, ATM), the Account Holder or Cardholder must return to the Bank the Payment Card to which the disputed Transaction relates. This obligation shall not apply if the loss or theft of the Payment Card has been duly reported to the Bank.
4. If the Account Holder or Cardholder insists 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 may reclassify the submission and announce the result of the complaint investigation procedure in writing only after receiving information from the Merchant's Bank.

5. 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 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 Account Holder or Cardholder a preliminary 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.
6. Regarding the settlement of Transactions executed using Payment Cards, the Bank shall not accept a complaint relating to the amount resulting from an exchange rate difference between the execution date of the Transaction and its settlement date.
7. If an unauthorised Transaction is detected, the Bank will return the disputed sum to the Cardholder without delay on the account for which the Payment Card was issued, at the latest by the end of the following working day, as soon as the matter is reported by the Account Holder or Cardholder or the Bank itself detects the unauthorised Transaction. If the Bank has reason to suspect that the Account Holder and/or Cardholder acted fraudulently, the Bank will not resolve the unauthorised Transaction within the time limit specified above.
8. If the Bank finds sufficient evidence that the Account Holder or Cardholder became unjustly enriched at the Bank's expense, the Bank is entitled to debit the disputed sum from the account for which the Payment Card was issued. If the account for which the Payment Card was issued goes into overdraft as a result of this settlement, the Account Holder must settle the balance without undue delay.
9. 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 provided after payment with a Payment Card. The Cardholder must lodge this type of complaint at the Point of Sale where the purchase was made.
10. If the Cardholder uses third party services and registers the Bank's Payment Card under a third-party payment cards, the Cardholder or Account Holder must lodge complaints related to such services with the third party whose Payment Card was used in combination with the Bank's Payment Card.
Registration of a Payment 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 Payment 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 Account Holder's payment account.
11. If the Account Holder or 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.

IX. LOSS, THEFT AND ABUSE OF THE PAYMENT CARD

1. It is the Cardholder's duty to notify the Bank of the loss, theft or abuse of the Payment Card or the execution of an Unauthorised Payment Operation immediately upon becoming aware of such an

occurrence, by calling the telephone number **+421 2 5966 8230** or by visiting any branch of the Bank in person.

2. If the Cardholder suspects the Payment Card has been abused, they must also notify the Police Force of the Slovak Republic of this.
3. The Bank has the right to record telephone reports. The Cardholder can find information on personal data processing on the Bank's website www.csob.sk, in the section on personal Data Protection.
4. Every Payment Card that is reported as lost, stolen, abused or suspected of being used for an Unauthorised Payment Operation is blocked for security reasons. The Bank is not liable for any losses that the Cardholder incurs as a result of the permanent restriction of validity of the Payment Card. If the Cardholder recovers a card after reporting it to the Bank as lost, stolen or abused, the Payment Card must not be used again, and the Cardholder must destroy the Payment Card.
5. The liability of the Account Holder and/or the Cardholder for Transactions executed using a lost, stolen or abused Payment Card shall cease from the moment of reporting to the Bank the loss, theft or abuse of the Payment Card except for Transactions where it is not possible to determine the time when they were ordered because of their method of execution; the Account Holder's liability for this type of Transaction shall cease at 24:00 on the date when the event is reported by telephone to the Bank.
6. The Bank and the Account Holder have agreed that in the period prior to reporting of the loss, theft or abuse of the Payment Card, the Bank shall bear no liability for any loss resulting from Payment Card Transactions involving use of the PIN or an SMS code for Secured Internet Transactions, or in which the Cardholder acted fraudulently, nor for losses incurred as a result of negligence on the part of the Cardholder. The moment of reporting of the loss, theft or abuse of the Payment Card shall be the time (expressed in hours, minutes and seconds) when the Cardholder reported to the Bank the loss, theft or abuse of the Payment Card with sufficient information permitting the Bank to identify and immediately block the Payment Card.
7. When assessing a complaint relating to an Unauthorised Payment Operation executed using a Contactless Card, the Bank shall consider whether the Cardholder did not neglect their duties – i.e. the Cardholder acted negligently or fraudulently – based on the results of investigation.

X. CHANGE OF PROVIDED INFORMATION AND REQUESTS RELATING TO PARAMETERS OF THE PAYMENT CARD AND SUPPLEMENTARY SERVICES

1. The Account Owner or Cardholder is obliged to notify the Bank of any change in the information provided to the Bank in connection with the issuing of a Payment Card for their account (e.g. a change of the address, surname or telephone number of the Cardholder).
2. A Cardholder who is simultaneously the Account Holder has the right to request, in writing, the changing of the Payment Card Limit, insurance and Supplementary Services, and can also request the reissuing of the PIN. If the cardholder requests the reissuing of the PIN, the Bank will provide this service within the standard notice period not as an express service.
3. A Cardholder that is not the Account Holder can request the changes under (2) only with the written consent of the Account Holder. Changes in the information, parameters or request relating to Payment Cards such as the activation of SMS notification, online Transaction authorisation etc. can also be made via contractually agreed Electronic or Mobile Banking services of the Bank.

4. If the Cardholder is authorised to use Electronic or Mobile Banking services, they can request the Bank to make the following changes in Payment Card parameters: change of the Payment Card's overall limit (only permitted to the Account Holder), temporary blocking of the Payment Card (permitted to the Account Holder or the Cardholder), unblocking of a temporarily blocked Payment Card (only permitted to the Account Holder), change of the limit for CNP payments up to the Payment Card's overall limit and change of the telephone number for an internet payment (permitted to the Account Holder or the Cardholder).
5. Temporary blocking of the Payment Card via Electronic or Mobile Banking services is intended to be used in cases where the Cardholder does not have full control over the Payment Card and for this reason wishes to temporarily disable it. A temporarily blocked Payment Card can be unblocked only by the Account Owner using Electronic or Mobile Banking services or by submission of a request in a branch of the Bank, and that only after it has been verified that the Cardholder has the Payment Card in their physical possession and that in no case has there been a leak of information from the Payment Card or disclosure of any data about the Payment Card, in particular the Payment Card's number, validity period, CVC2/CVV2 code or disclosure of the PIN to a third party. The Bank shall consider any breach of these obligations to be negligence on the part of the Cardholder.
6. If the account for which a Payment Card has been issued becomes repeatedly overdrawn without authorisation or if fraud is suspected, the Bank shall be entitled to cancel the Payment Card.
7. The Cardholder gives consent for the provision to VISA and Mastercard of information on the Payment Card (e.g. its number and validity period) and on the transactions executed using it.
2. The Priceless Specials loyalty programme allows a Mastercard Cardholder to receive loyalty benefits from programme partners for purchases of goods or services paid for using a Payment Card. Loyalty bonuses in the form of funds are credits to the account for which the Payment Card is issued in accordance with the terms and conditions of the programme, whose full text is published on <http://www.pricelesspecials.sk/>.
3. The Mastercard Cardholder hereby gives consent for the Bank to enter them in the Priceless Specials loyalty programme and also gives consent for the processing of information on their Payment Card (e.g. its number and validity period) and transactions executed within the Priceless Specials loyalty programme for the purposes of providing programme services.
4. The Bank is not liable for services provided in the Priceless Specials programme or its overall cancellation or the amendment of its parameters and business terms and conditions. The Mastercard Card Company is fully responsible for the services, including the calculation of loyalty bonuses.
5. The Cardholder or the Account Holder has the right to request withdrawal from the Priceless Specials programme, in which case the Bank is obliged to terminate the Cardholder's membership in the programme without undue delay. The Cardholder or Account Holder is entitled to request cancellation of membership by visiting a branch of the Bank in person.
6. **The MasterCard® ELITE program** is a set of benefits, rewards and other services provided by merchants to holders of Mastercard premium and business cards. 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. The Bank is not liable for commercial changes, cancellation of the service or non-fulfilment of the service's terms and conditions.

XI. CANCELLATION OF A PAYMENT CARD

1. The Account Holder can request the cancellation of any Payment Card issued for their account.
- A Cardholder that is not the Account Holder can request only the cancellation of the Payment Card issued in their name.
2. The Bank shall not be liable for any losses that the Account Holder or Cardholder incur as a result of cancellation of a Payment Card. Losses caused by any abuse of a Payment Card that was cancelled at the written request of a Cardholder shall be borne by the Bank starting from the first calendar day following the receipt of a written request for cancellation of the Payment Card.
3. The Bank may also, without prior notice, cancel the right to use a Payment Card or temporarily or permanently block a Payment 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 Payment Card).

XII. SUPPLEMENTARY SERVICES

1. The Bank is entitled at any time to cancel the Supplementary Services (including various types of travel insurance linked to the Payment Card other insurance types specified in the Bank Price List), or to change the scope and type of the provided services. 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.

XIII. 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. A Cardholder who is at the same time the Account Holder is obliged to notify the Bank in writing of any change in the correspondence address, contact telephone number or e-mail address of the 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 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. These Terms and Conditions replace the Terms and Conditions Governing the Issuance and Use of Debit Payment Cards effective from 01/01/2019 and enter into force and effect from **01/09/2020**.