

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

Československá obchodná banka, a. s., registered office: Žižkova 11, 811 02 Bratislava, corporate ID: 36854140 registered in the Commercial Register of the Municipal Court Bratislava III, Section Sa, entry no. 4314/B (hereinafter referred to as 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 rules of the VISA and Mastercard card companies, hereby issues these Terms & Conditions for the Issue and Use of a Debit Card (hereinafter referred to as the "Terms & Conditions"); 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, Account Holder and Cardholder that arise in the issuance and use of Debit Cards.
2. The Bank issues to the Cardholder a Debit Card (hereinafter referred to as a "Payment Card") according to the current offered range, as follows:
 - for account(s) denominated in euros;
 - for account(s) denominated in selected foreign currencies (hereinafter simply an "Account");and this on the basis of
 - a written Application for the Issuance and Use of a Debit Card, which, upon signing by the Account Holder, the Cardholder, and the Bank, becomes a Contract on the Issuance and Use of a Debit Card; or
 - An Application of the Account Holder for the issuance of a debit card made by the Account Holder through the ČSOB SmartBanking service, according to the current offer and availability of this application within the ČSOB SmartBanking service, (hereinafter referred to as the "Application").
3. The Contract on the Issuance and Use of a Debit Card may be concluded:
 - in paper form in person at a Bank branch, or
 - in electronic form on a durable medium, for certain types of accounts specified by the Bank, and in electronic form in the environment of the ČSOB SmartBanking service.

4. The current offered range of Payment 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 and in 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.
5. Legal relationships related to the issuance and use of a Payment Card are governed primarily by:
 - Act no. 40/1964 Coll. the Civil Code as amended (hereinafter simply the "Civil Code"),
 - Act no. 492/2009 Coll. on payment services and on the amendment of certain acts, as amended (hereinafter simply the "Payment Services Act"), and
 - Act no. 483/2001 Coll. on banks, as amended (hereinafter simply the "Banks 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").
6. The Payment Card remains the property of the Bank and only the right to use it passes to the Cardholder.
7. For communication with the Bank the Cardholder and Account Holder shall use the Bank's Contact Centre, a Bank branch or ČSOB electronic banking services. If a given service or method of communication by means of the ČSOB electronic banking services is enabled by the Bank, and unless explicitly stated otherwise in these Terms & Conditions, communication by means of the ČSOB electronic banking services shall be equivalent to communication via a Bank branch.

II. DEFINITIONS OF TERMS

Account holder is a natural person – a consumer, a natural person – entrepreneur or a legal entity that has a current account established at the Bank on the basis of the relevant separate agreement, and in respect of which a Payment Card is issued.

Acquirer is a bank or other legal entity that holds a licence from the relevant Card Company and is authorised to acquire Payment Cards, and which provides payment services for

Merchants accepting Payment Cards as a means of payment for services or goods provided.

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 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 payment card, or
- use of another strong two-factor verification, which the Bank is obliged to apply.

Authorisation is the Cardholder's consent to the execution of a Transaction, 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 Payment Card and by reading data from the chip and magnetic strip, and to the execution of which the Cardholder has granted consent:

- a) by using any of the Authentication Procedures, or
- b) through the use itself of the Payment Card, even without using an 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 Cardholder's written consent (for example a MO/TO transaction), or
- 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.

Bank is Československá obchodná banka, a.s. with its registered office at: Žitkova 11, 811 02 Bratislava, corporate ID: 36854140 registered in the Commercial Register of the Municipal Court Bratislava III, Section Sa, entry no. 4314/B.

Bank's Table of Fees means the Table of Fees for Natural Persons, Table of Fees for Entrepreneurs & Legal Entities, Table of Fees for Corporate Clients & Financial Institutions, listing all types of Payment Cards and their related fees.

Blocked Card is a Payment Card whose use has been temporarily or permanently restricted. Restrictions on the use of the Payment Card may be made by:

- the Bank,
- the Cardholder,
- the Account Holder, or
- a third party, under the conditions set out in these Terms & Conditions.

Cardholder is a natural person whose name and surname is stated on the Payment Card and who is the sole person authorised to use this Payment Card for making individual Transactions permitted by the Bank. The Cardholder may be the Account Holder, or a person designated by the Account Holder.

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

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

Cash Machine (ATM) is an electronic device with automatic verification of the Payment Card as well as of data on its Cardholder, bearing the logo of the respective card company, and (depending on the device configuration) enabling the following services for the Cardholder:

- cash withdrawal,
- cash deposit,
- or other services, by means of a Payment Card.

Claim is a spoken or written (either electronic or paper) submission by the Account Holder and/or the Cardholder, the content of which is an expression of this agreement with the quality, or performance of services related to the Payment Card.

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

- **Internet Transaction** is a type of CNP Transaction made at an Internet Merchant by manually entering the payment 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 Cardholder might not be required to use the Authentication Procedure for an Internet Transaction, normally for an amount less than €30, or
- b) the Cardholder may 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 telepho-

ne or written consent by the Cardholder, and made without the Payment Card being physically present payment, by way of manually entering the Payment Card number, expiry date, CVV2 or CVC2, and the requested payment amount for the purchase of goods or services.

Complementary Services are additional services in respect of the Payment Card, which the Cardholder may use on the basis of agreement with the Bank. The amount of the fees for Complementary Services is stated in the Bank's Table of Fees. The specification and scope of Complementary Services that the Cardholder is entitled to use is published by the Bank on its website www.csob.sk.

Contactless Transaction is a Transaction made by placing a Contactless Card against the contactless sensor of a POS Terminal, or cash machine, wherein:

- 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 a cash machine is always authorised by entering the PIN code for the Payment Card.

Contract on the Issuance and Use of a Debit Card or the **Contract** is a contract concluded between the Bank, the Account Holder and the Cardholder, on the basis of which the Bank issues a Payment Card to the Cardholder and the subject matter of which are the rights and obligations of the Bank and the Cardholder related to the issuance and use of the Payment Card.

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

Dynamic Currency Conversion (DCC) is a service enabling a Transaction in a foreign currency with immediate conversion into euros using a commercial conversion rate set by the Acquirer.

Limit sets the maximum amount of funds that may be drawn by means of the Payment Card over an agreed period, under condition of sufficient funds on the account to which the Payment Card is issued.

For the purposes of these Terms & Conditions, the agreed period may be one day or one month. The limit for a CNP Transactions may not exceed the Payment Card limit.

Merchant is a legal entity or natural person – entrepreneur

that accepts Payment Cards as a means of payment at its Point of Sale for the purpose of payment for goods or services provided.

Payment Card is a debit payment card – a payment instrument issued by the Bank to the account of the Account Holder as a plastic card, 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 Payment Card, cashless payments can be made for goods and services, as well as cash withdrawals or cash deposits by the Bank's cash machines to the credit of the payment account.

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

A Payment Card may be issued as:

- physical: on various media such as plastic, sticker, watch, or
- digitalised: the physical form of the Payment Card is fully replaced by a digital one, e.g. as part of the Third-Party Apps: Apple Pay, GooglePay, Fitbit Pay, Garmin Pay.

PIN is a personal identification number notified solely to the Cardholder, enabling the Cardholder to be identified when using the Payment Card at a Cash Machine or POS Terminal. The Bank enables the client to take over a PIN from an already existing active Payment Card.

Point of Sale is a place marked with the logo of the respective international card company, enabling the Cardholder to make payments for goods or services by Payment Card.

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

- by using a PIN code,
- by the Payment Card Holder's signature, or
- by the placing a plastic Payment Card against the POS Terminal.

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

Third-Party App (hereinafter simply an "App") is a mobile application that is used to add a Payment Card to a supported device using a mobile phone. The App is provided by a 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 ApplePay, GooglePay, FitbitPay and GarminPay.

Third-Party Apps are governed by the Business Terms & Conditions of ČSOB, a.s. for Third-Party Applications.

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

- at a POS Terminal,
- at a Cash Machine, or
- by using data from the Payment Card in the case of CNP Transactions.

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 and in the operating premises of the Bank's branches.

Unauthorised Payment Operation is a Payment Card Transaction for which the Cardholder did not give consent and which does not fulfil any of the requisites of an Authorised Transaction.

III. CONCLUSION OF A CONTRACT ON THE ISSUANCE AND USE OF A DEBIT CARD AND THE ISSUANCE OF A PAYMENT CARD

1. A Cardholder may apply for a Payment Card
 - in person at a branch of the Bank, by means of a paper Application,
 - by an electronic Application, made through the ČSOB SmartBanking service environment, according to the current offer and availability of this Application within the ČSOB SmartBanking service, (hereinafter referred to as the "Application").
2. In the case of a paper Application, the Contract on the Issuance and Use of a Debit Card is concluded upon the signing of the paper Application by the Cardholder, the Account Holder and the Bank.
3. The Bank may enable the submission of the Application in electronic form, through the ČSOB SmartBanking service, according to the current offer and availability of the Bank's services within the ČSOB SmartBanking service. The ČSOB SmartBanking service is available to a Cardholder who has concluded a special agreement with the Bank, the subject of which is the provision of the ČSOB SmartBanking

service under the terms and conditions of the said agreement and the Terms & Conditions for the Provision of ČSOB Electronic Banking Services. An electronic Application is made by selecting and then confirming the parameters of the Payment Card requested by the Account Holder within the ČSOB SmartBanking service. Prior to confirming the electronic Application, the Bank will display to the Account Holder a summary of the Payment Card parameters selected by the Account Holder and the contractual and pre-contractual documents related to the issuance and use of the Payment Card, with which the Account Holder is required to read before confirming the electronic Application. In the case of an electronic Application, the Contract is concluded by confirmation of the Application by the Bank and delivery of this confirmation and related contractual documents relating to the Payment Card to the Account Holder in a special electronic mailbox for Contracts and Documents within the ČSOB SmartBanking service, which is designed for delivery and storage of contractual documentation and other documents related to the contractual relationship between the Bank and the Client in the form of a durable medium. In the event that, after the electronic submission of the Application, issuance of the Payment Card is not possible for technical reasons, the conclusion of the Contract within the ČSOB SmartBanking service will not take place; in such case, the Bank is obliged to contact the Cardholder in order to agree on the further course of action regarding the electronically submitted Application.

4. The Contract may also be concluded on a durable medium (in electronic form), for certain Account type specified by the Bank.
5. There is no legal claim to issuance of a Payment Card. The Bank may refuse an Account Holder's request for issuance of a Payment Card, without stating a reason to the Account Holder or Cardholder.
6. The Bank issues the Payment Card to the name and surname of the Cardholder, at the request of the Account Holder or the Account Holder's legal representative, as follows:
 - for minors from 6 – 15 years of age,
 - for students from 15 – 28 years of age,
 - for other Cardholders from 18 years of age.The Bank publishes further information concerning the types of Payment Cards on its website, www.csob.sk. A Payment Card is issued to the Cardholder's name and is not transferable.
7. The Bank reserves the right to deliver the issued Pay-

- ment Card to the Cardholder in the agreed manner, namely:
- by post or via a Bank branch. A payment card issued on the basis of an electronic Application is delivered by the Bank exclusively by post.
8. The Bank sends the Payment Card to the Cardholder's correspondence address in the Slovak Republic or the Czech Republic.
- In the case of the Cardholder requesting delivery of the Payment Card to his/her address abroad, the Bank may send the Payment Card to this address of the Cardholder only following the Cardholder's prior written express consent to paying the increased costs to the Bank for delivery of the Payment Card.
9. Upon receipt of the envelope with the Payment Card, the Cardholder is obliged to promptly check whether the envelope has not been tampered with, and that the data on the Payment Card is correct. In the event that the envelope is damaged, or any data on the Payment Card is incorrect, the Cardholder is obliged to immediately inform the Bank of this fact (by telephone, by visiting any branch of the Bank, or electronically).
10. Unless agreed otherwise, if the Cardholder does not receive, within 20 days from submitting an Application for issuance or reissuance (due to loss / theft, or after damage) of the Payment Card, or within 20 days following the expiry of a Payment Card's validity in the case of Payment Card renewal, a Payment Card by post, the Cardholder is required to promptly inform the Bank of this fact.
11. After the Cardholder informs the Bank of the non-delivery of the Payment Card, the Bank shall promptly block the Payment Card.
12. The Cardholder activates the Payment Card by using the Payment Card at a Cash Machine or POS Terminal (by reading data directly through contact with the Chip), by entering the correct PIN and making a contact Transaction.
13. The Bank shall issue and deliver a renewed Payment Card to the Cardholder, as a rule, on the 15th calendar day of the month in which the validity of the original Payment Card expires, unless otherwise agreed with the Cardholder.
14. By taking over the Payment Card, the Cardholder acquires the right to use it for the period of the Payment Card's validity. At the same time, the Cardholder assumes responsibility for all Transactions executed by a Payment Card issued in his/her name from this moment on.
15. If there is a Signature Strip on the Payment Card, the Cardholder is obliged to sign the Payment Card at the marked place upon receipt.
16. The Bank shall deliver the PIN exclusively to the Cardholder, as follows:
- electronically, by means of ČSOB Electronic Banking services,
 - in paper form to any branch of the Bank;
 - by taking over the PIN from another, active card issued to the name of the Cardholder.
- If the client uses the ČSOB Electronic Banking services, this PIN is also displayed to the Cardholder electronically.
17. When using the PIN, the Cardholder is obliged to follow the instructions provided via ČSOB Electronic Banking or inside the envelope with the PIN.
18. It is the Cardholder's obligation upon taking receipt of the paper envelope containing the PIN to check that the envelope has not been tampered with or unsealed. If the Cardholder at the Bank's branch finds that the envelope containing the PIN has been damaged, the Cardholder shall refuse to accept the envelope. If the PIN is delivered to the Cardholder by post to the recipient in person, and the Cardholder finds that the envelope containing the PIN is damaged, the Cardholder is obliged to immediately inform the Bank of this fact (by phone, visit in person to any branch of the Bank or electronically) and the Bank shall issue the Cardholder another Payment Card with a different PIN free of charge.
19. The Bank does not keep any records on the PIN.
- IV. LOSS, THEFT, AND MISUSE OF A PAYMENT CARD**
1. It is an obligation of the Cardholder to inform the Bank of the loss, theft or misuse of the Payment Card, device in which a Third-Party App was activated (Apple Pay, Google Pay, Fitbit Pay or Garmin Pay) or of an Unauthorised Payment Operation, immediately after learning of this, on the telephone number +421 2 5966 8230, or in person at any Bank branch.
2. A telephone call made via the telephone number +421 2 5966 8230 is recorded. More details on the processing of personal data of Cardholders 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 rare cases, the Bank will also block the Payment Card on the basis of a report from a third party that fulfils the Bank's requirement for verifying the credibility of such request, where in so doing the Bank shall

- verify the legitimacy of the blocking request received. The Bank in such case shall bear no liability for any unauthorised blocking of the Payment Card.
4. Any Payment Card, including one in digitalised form, reported as lost, stolen, misused, or suspected of use in an Unauthorised Payment Operation shall, for security reasons, be blocked. The Bank shall not be liable for any damage incurred by the Cardholder as a result of the permanent restriction on the Payment Card's validity. If the Cardholder re-obtains the Payment Card after it was reported as lost, stolen, or misused, the Cardholder may no longer use the Payment Card and is required to destroy the Payment Card.
 5. The liability of the Account Holder and/or Cardholder for Transactions made using a lost, stolen or misused Payment Card, including one in digitised form, ends at the moment of the loss, theft or misuse of the Payment Card being reported to the Bank, with the exception of Transactions whose execution time cannot be ascertained, in view of the method by which they were made; the Account Holder's liability in the case of this type of Transaction ends at 24:00 hours on the day when the event was reported by telephone to the Bank.
 6. The Bank and the Account Holder have agreed that, up to the time the Payment Card is reported to be lost, stolen, or misused, the Bank shall not be liable for any damage incurred in Transactions made using Payment 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;
 - d) the verification code that the Cardholder received when digitalising the Payment Card into a Third-Party App, such as Apple Pay, Google Pay, Fitbit Pay and Garmin Pay;
 - e) in which the Cardholder acted fraudulently; or
 - f) for damage caused as a result of the Cardholder's negligence.
 7. The moment of reporting the loss, theft or misuse of a Payment Card means the time (in hours, minutes and seconds), when the Cardholder, or in rare cases a third party, reported the loss, theft or misuse of the Payment Card to the Bank (by telephone or e-mail, or by directly blocking the Payment Card by means of ČSOB Electronic Banking) so that the Bank, on the basis of the data provided, was able to identify and immediately block the Payment Card.
 8. In assessing a Claim, concerning an Unauthorised Payment Operation made by means of a Payment Card, the Bank shall take into consideration the results of an investigation as to whether there was no neglect of duties from the side of the Cardholder, i.e. negligence or fraudulent conduct by the Cardholder.
- V. PROCEDURE FOR PROPER AND SAFE USE OF THE PAYMENT CARD AND PIN**
1. Points of sale where a Payment Card may be used are branded with the logo of the respective card company (e.g. MasterCard, Visa), or the Payment Card type (Maestro, VISA Electron) and match the logo indicated on the Payment Card.
 2. A Payment Card may not be used for Transactions that would contravene the generally binding legal regulations applicable in the place of making such Transactions.
 3. In the case of card products intended for Cardholders who are minors, the Bank reserves the right not to support certain types of Transactions, such as dating services, alcohol sales, betting, etc.
 4. When making Transactions the Cardholder shall follow the instructions on the POS terminal or Cash Machine pursuant to the security rules for using Payment Cards, which are published on the Bank's website, www.csob.sk.
 5. In the event that the Payment Card is retained by a Cash Machine, the Bank reserves the right to block the Payment Card and cancel the Payment Card. The Account Holder may request the Bank to issue a new Payment Card.
 6. The PIN for the Payment Card or the verification code that the Cardholder receives in the form of an SMS message during digitalisation of the Payment Card may not in any way be disclosed by the Cardholder to a third party or recorded in any place.
 7. It is the Cardholder's obligation to prevent disclosure of:
 - the PIN to a Payment Card when entering it at a Cash Machine 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 Cardholder, who is also the owner of the device via which the transaction is verified by means of the ČSOB SmartToken application.Otherwise, the Account Holder shall be liable for any damage caused by negligence or failure to comply with this obligation.

8. In the interest of protecting a Cardholder, a member of staff of the Point of Sale has at any time the right to request proof of identity from the Cardholder.
 9. The Cardholder is obliged to prevent disclosure of data on the Payment Card, including data relating to its digitalised form.
 10. When using a Payment Card, the Cardholder authorises a Transaction (i.e. grants his consent to the Transaction) and is required to identify himself in the following way:
 - a) in the case of a Transaction made via a Cash Machine, by inserting the Payment Card into the Cash Machine, by reading data from the chip and by entering the PIN;
 - b) in the case of a Transaction made via a Cash Machine, by placing the Payment Card against the Cash Machine'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 Payment 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 Payment Card in the POS Terminal, by reading the Magnetic Strip and by entering the PIN or by the Cardholder's signature;
 - e) in the case of Contactless Transactions, by placing the Payment 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 Payment Card against the POS Terminal, by reading data from the chip and by entering the PIN;
 - g) through the use itself of the Payment Card and by reading data from the Payment 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, in paying for travel tickets, tolls or parking fees, etc.;
 - h) for all Transactions at an Internet Merchant, by entering the Payment Card number, its validity period and the CVC2 or CVV2 of the Payment Card;
 - i) for payments at an Internet Merchant, by entering the Payment Card number, its validity period and/or CVC2, or CVV2 of the Payment Card, and at the same time entering the security code for the given Transaction sent by SMS to the Cardholder by the Bank to the Cardholder's given mobile phone number, by direct their location in the ČSOB SmartToken application, or by using another strong two-factor verification, which the Bank is obliged to apply;
 - j) for payments at an Internet Merchant via Apple Pay, GooglePay, Fitbit Pay and Garmin Pay using the technological settings of Third-Party Apps (biometric data or verification via your e-mail account);
 - k) in the case of other CNP Transactions, by manually entering the Payment Card number, its validity period and/or the CVC2 or CVV2 of the Payment 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 Cardholder's prior written consent. The Bank considers the Cardholder's registration at the Merchant to constitute such consent; this concerns in particular regularly repeating payments and/or the saving of the Card's number in the Merchant's systems;
 - n) for other Transactions of a MO/TO type, etc., for the execution of which the Cardholder has given his unquestionable consent.
 - o) for contactless payments via the Third-Party Apps, ApplePay, GooglePay, Fitbit Pay and Garmin Pay, by placing the device against the POS terminal and following the instructions on the screen of the device or POS terminal.
- To successfully authorise a payment, the Cardholder may be asked to unlock his device (watch/mobile phone) and provide additional verification by entering a numeric code or biometric data (fingerprint, face image) on his device depending on the technological settings of the Cardholder's device.
11. 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.
 12. If in the case of a Transaction by a Payment Card an incorrect PIN has been entered repeatedly (3 times), the PIN is automatically blocked for security reasons (temporary blocking). Full functionality of the Payment Card will normally be

automatically restored on the day following the day on which the Payment Card's Validity was temporarily restricted.

VI. LIABILITY OF THE BANK, THE ACCOUNT HOLDER, AND THE CARDHOLDER

1. The Cardholder is responsible for ensuring that all Transactions executed via the Payment 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 held liable for any damage incurred by the Cardholder and Account Holder in connection with the use of the Payment Card as a result of circumstances outside the control of the Bank (e.g. due to the denial of a Transaction caused by a faulty Cash Machine, incorrect Authorisation or denial of Authorisation, as a result of a fault on the authorisation centre processing system, a power outage, failure of transmission lines, etc.). The Bank shall also not be held liable in the event that a Point of Sale, other bank or branch of a foreign bank does not accept the Payment Card for making a Transaction.
3. The Account Holder shall be liable for all Transactions made using Payment Cards issued in respect of his account and is obliged to compensate the Bank for any damage caused to it through improper use of the Payment Card.
4. The Cardholder shall bear full liability for all Transactions arisen through use of the Payment Card from the moment of unblocking of a temporarily blocked Payment Card.
5. The Cardholder has the right to make Transactions using the Payment Card only within the set Limit, at maximum up to the available Account balance. For Contactless Transactions executed through ApplePay, GooglePay, FitbitPay or GarminPay Third Party Applications, Transactions may only be executed up to:
 - the daily Limit of the Payment Card, and at the same time
 - the available Account balance.
6. It is the obligation of the Account Holder and/or Cardholder to continuously monitor and check the amounts of Transactions made by means of the Payment Card and to avoid overdrawing the available Account balance. Transactions are cleared with a time delay. The Account Holder shall nevertheless be liable for all Transactions regardless of the Limit and shall be required to compensate for any damage caused to the Bank, including any overdrawing of the available

balance (unauthorised overdraft) under the Account agreement.

In the case of overdrawing funds on the account up to the amount of an unauthorised overdraft, the unauthorised overdraft shall accrue interest at the current debit interest rate declared by the Bank and published in the document "Interest Rates Overview". Information on current interest rates is available at the operating premises of Bank branches and on the Bank's website, www.csob.sk.

7. The Bank, for reason of a change in its business policy, is entitled to change the type or design of the originally issued Payment Card at any time during the course of the contractual relationship for this type of Payment Card, that allows the Cardholder to make at least the same types of Transactions as the originally issued type of Payment 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) of suspicion of unauthorised or fraudulent use of the Payment Card,
 - b) concerning the security of the Payment Card, or other cases worthy of specific regard; in particular due to an unauthorised overdraft arising on the account, a petition to the commencement of bankruptcy or restructuring on the Account Holder's assets, etc.
 - c) for other reasons for which the Bank may terminate the contract, e.g. risk of the Account Holder'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 Cardholder and/or the Account Holder that the Payment Card has been blocked, including the reasons for this blocking, before blocking the Payment Card or immediately after blocking the Payment Card, by sending an SMS to the Account Holder's or Cardholder's phone number that the

- Cardholder or Account Holder 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 Cardholder is required to act so as to prevent the theft, loss, or misuse of the Payment Card by unauthorised persons, to protect it against magnetic, mechanical, thermal, and chemical damage and to notify the Bank of the loss, theft, damage, misuse, or unauthorised execution of a payment operation immediately upon learning of this. In the case of a breach of this provision, the Cardholder's conduct shall be deemed negligence, in consequence of which all losses and damage shall be borne by the Account Holder.
11. When using the Payment Card in Third-Party Apps (Apple Pay, Google Pay, Fitbit Pay and Garmin Pay), the Cardholder is obliged to use his device (mobile phone, watch and other) prudently, in accordance with the Bank's security rules published on its website, **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 WiFi 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.);
 - g) 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.

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

VII. FEES

1. The Bank charges the Cardholder fees in accordance with the Bank's valid Table of Fees, which is available at all operating premises of the Bank's branches as well as on its website, www.csob.sk.
2. The Bank and the Account Holder have agreed that the Bank is entitled to collect from the Account Holder's account in respect of which the Payment Card is issued, fees according to the Bank's valid Table of Fees, as follows:
 - fees for Payment Cards and services in respect of Payment Cards, including fees for Complementary Services,
 - insurance for Payment Cards.
 - amounts for Transactions made by Payment Cards.

VIII. PERIODS AND MANNER OF CLEARING PAYMENT CARD TRANSACTIONS

1. The Bank performs clearing of all Payment Card Transactions to the debit of the Account Holder's account in respect of which the Payment Card has been issued.
 2. Each Transaction made using the Payment Card is normally charged by the Bank on the next business day after receiving the accounting report from the Acquirer, and the Bank has the right to charge 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 Cardholder and the Bank) the Account Holder's available balance is normally reduced in the form of a temporary blocking of funds in the amount in which the Transaction was made.
- If the Transaction was executed in a currency other than the account to which the Payment Card is is-

- sued, the amount of such blocked funds is converted to the Account currency, while the amount of blocked funds may be different from the actually recorded amount of the Transaction.
3. If the Cardholder has a request to send SMS notifications (messages) about an authorised Transaction by a Payment Card, this message is of an informative nature only.
 4. In the case of a Transaction made using a Payment Card in a currency other than the euro charged to an account held in euros, 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 the Transaction being charged at the Bank.
In some cases, when clearing a Transaction made using Payment Card in a currency other than the euro, it may be converted and cleared in accordance with the card company's rules at the card company's exchange rate valid on the day the Transaction is processed; 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 Account Holder'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 Cardholder to regularly check Transactions made using the Payment Card, and also Transactions made using ČSOB Electronic Banking services.
 7. In the case that the Cardholder is sent the amount of the Payment Card Transaction for a service cancelled or not supplied by the Merchant, and also the Cardholder has the Account to the Payment Card at the Bank cancelled, the Cardholder shall have the right upon a visit in person to a Bank branch to request the Bank to send this Transaction amount to an account stated by him held at a different bank.

- IX. CLAIMS, PROCEDURES, AND HANDLING TIMES**
1. If the Account Holder or Cardholder disagrees with a cleared Transaction, he has the right to file a Claim. It is an obligation of the Account Holder or Cardholder to file a Claim in the manner specified by the Bank according to the Bank's applicable Claims Code, promptly following the day of finding this fact, though not later than 13 months from the date of the Transaction being made.
 2. It is an obligation of the Account Holder or Cardholder to present available documentation relating to the disputed Transactions (Cardholder's declaration stating the disputed Transaction, copy of sales receipt, proof of cancellation of the Transaction, copy of a statement showing the claimed Transaction, etc.).
The Bank is entitled to require, in addition to the listed documents, also further documents necessary for proving the eligibility of the Account Holder's or 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. It is the responsibility of the Account Holder or Cardholder, in the case of a Claim concerning a disputed Transaction with suspicion of Payment Card misuse (e.g. card forgery, internet, Cash Machine), to hand over to the Bank the Payment Card to which the disputed Transaction relates. This obligation shall not apply in the case of the Payment Card loss or theft having been duly reported to the Bank.
 4. If the Account Holder or the Cardholder declares that he has not authorised 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 the result of the Claim must be announced in writing only after receiving information from the Merchant's Bank.
 5. The Bank shall decide on the eligibility of a Claim without undue delay, though no later than 15 working 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 working days, the Bank is obliged to provide the Account Holder or Cardholder within this term a preliminary response to the Claim filed. The time limit for receipt of the final reply may not exceed

- 35 working days; overall handling of a claim in complicated cases may not take longer than 6 months.
6. When charging Transactions made using Payment Cards, the Bank shall not recognise a Claim by the Cardholder relating to an amount arising through an exchange rate difference between the day the Transaction was made and the day the Transaction was charged.
 7. In the event of finding an unauthorised Transaction, the Bank shall promptly return the claimed amount in favour of the account to which the Payment Card is issued, no later than the end of next business day, as soon as this fact was notified to the Account Holder or Cardholder, or the Bank itself found this unauthorised Transaction. In the event that the Bank comes to have reasonable suspicion that the Account Holder and/or Cardholder has acted fraudulently, the Bank shall not proceed to settle an unauthorised Transaction within the period defined above.
 8. If The Bank additionally finds out that the Account Holder or the Cardholder has been unjustifiably enriched at the Bank's expense, the Bank is entitled to debit the claimed amount from the account to which the Payment Card is issued. If a debit balance arises after debiting the Account to which the Payment Card is issued, the Account Holder is obliged to promptly settle this debit balance.
 9. 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 Payment Card. The Cardholder is required to make this type of Claim directly at the Point of Sale, or at the Merchant where the purchase was made.
 10. If the Cardholder uses the services of third parties and registers the Bank's Payment Card under a third-party payment card, the Cardholder or the Account Holder must file a Claim for such a Transaction with the third party whose payment card was used to merge with the Bank's Payment Card.
Registration of a Payment 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 Account Holder's payment account.
 11. If the Account Holder or 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.

X. CHANGE IN NOTIFIED DATA AND IN REQUESTED PARAMETERS OF PAYMENT CARDS AND COMPLEMENTARY SERVICES

1. The Account Holder or Cardholder is obliged to inform the Bank of any change to data he provided to the Bank in connection with the issuance of the Payment Card in respect of his Account (e.g. change of Cardholder's address, surname, telephone number) wherein a change of data made via the ČSOB SmartBanking service shall also be considered such notification of a change.
2. The Cardholder, who is also the Account Holder, has the right to request in writing a change in the Payment Card Limit, insurance, Complementary Services and may also request the re-issuance of a PIN. In the case that the Cardholder requests that the PIN be re-sent, the Bank shall provide this service in the standard delivery term, not express.
3. A Cardholder who is not the Account Holder may request the changes stated in point 2 of this Article only with the Account Holder's written consent. Changes to the data, parameters, or requirements concerning Payment Cards, such as the activation of SMS notification, CNP Transactions, etc. may also be made by means of the contractually agreed ČSOB Electronic Banking services.
4. The Cardholder is entitled to request through ČSOB Electronic Banking (if he is authorised to use it) the Bank to make changes in the following parameters of the Payment Card:
 - change to the overall Payment Card Limit (may be done only by the Account Holder);
 - temporary blocking of the Payment Card (may be done by the Account Holder or Cardholder);
 - unblocking of a temporarily blocked Payment Card (may be done only by the Account Holder);
 - change to the limit for CNP payments up to the amount of the total limit on the Payment Card;
 - change of telephone number for an internet payment (may be done by the Account Holder or the Cardholder), and
 - change of address for sending the Payment Card,
5. Temporary blocking of a Payment Card in the ČSOB Electronic Banking application is intended for cases where the Cardholder does not have the Payment

Card under full control and for this reason wishes to have the Payment Card temporarily disabled.

Only the Account Holder is entitled to unblock a temporarily blocked Payment Card, by means of the ČSOB Electronic Banking application, or by submitting a request at a Bank branch, and may do so only after ascertaining that the Cardholder has the Payment Card in his physical possession and that there has been no leakage of data from the Payment Card under any circumstances or disclosure to another person of any data on the Payment Card such as, in particular, the Payment Card number, its validity, CVC2/CVV2 code, or of the Payment Card PIN, verification code necessary for the Payment Card's digitalisation.

Any violation of these obligations shall be considered by the Bank to constitute negligence by the Cardholder.

6. In the event of repeated unauthorised overdrawing of the Account to which the Payment Card is issued, or in the case of suspicion of fraudulent conduct, the Bank shall be entitled to cancel the Payment Card.

7. The Cardholder consents to the provision of information on his Payment Card (e.g. the Payment Card number, its validity date) as well as information on transactions made by it to the card companies VISA and Mastercard.

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

- the Payment Card number;
- validity period of the Payment Card;

Based on the consent thus granted, the Bank will ensure updating of data on a Payment Card:

- VISA in the VISA Account Updater (VAU) system; and
- Mastercard in the Automatic Billing Updater (ABU) system.

Through automatic updating of the Payment Card data, the Merchant is allowed to assign a successor Payment Card with a new number, or with a new expiration, to the immediately preceding, no longer valid Payment 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 Cardholder to repeatedly enter data from a new Payment Card. Payment Card data is automatically updated only for those Merchants who support VAU and ABU services.

This consent does not affect the Cardholder's right to cancel the ABU/VAU service.

XI. CANCELLATION OF A PAYMENT CARD

1. The Account Holder may request cancellation of any Payment Card issued to his account.
A Cardholder who is not the Account Holder may request cancellation only of the Payment Card issued to his name.
2. The Bank shall not bear any liability for any damage incurred by the Account Holder or Cardholder in consequence of cancellation of a Payment Card.
For damage caused by any misuse of a Payment Card that was cancelled at the written request of the Cardholder, the Bank shall assume liability starting from the first calendar day following the date of submission of a written request for cancellation of the Payment Card.
3. The Bank may also, without prior notice, cancel the right to use the Payment Card, or temporarily or permanently block the Payment Card (this concerns primarily a breach of contractual conditions, blocking an account in the case of execution, a debit balance on the account, or in the case of suspicion of Payment Card misuse).

XII. COMPLEMENTARY SERVICES

1. The Bank is entitled to cancel Complementary Services at any time or change their scope or the type of services provided (such as various types of travel insurance in respect of the Payment Card as well as other services listed in the Bank's Table of Fees).
A description of the new Complementary Service, the method of activating it, or method of replacing one Complementary Service with a different Complementary Service is published on the Bank's website, **www.csob.sk**.
2. **Lounge Key** is a scheme that allows VISA Infinite and VISA Platinum Cardholders 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>.

XIII. FINAL PROVISIONS

1. The Bank may allow the Cardholder to perform actions in relation to the Payment Card and Complementary Services, change the terms of the Agreement and make changes in the contractual relationship

- between the Account Holder and the Bank according to the current possibilities of these arrangements in the CSOB SmartBanking service, which the Bank is entitled to change with regard to the technical possibilities and development of the ČSOB SmartBanking service.
2. The correspondence address for sending written documents to the Bank is: Československá obchodná banka, a.s., Žitkova 11, 811 02 Bratislava.
 3. The correspondence address for sending documents to the Cardholder is the correspondence address for delivering written documents, which the Cardholder notified to the Bank. A Cardholder who is concurrently the Account Holder is required to notify the Bank in writing of any change in the Cardholder's correspondence address, contact telephone number or e-mail address.
 4. The Bank has the right to unilaterally change the Terms & Conditions, and the Bank has the obligation to provide comprehensible information on its website **www.csob.sk**, at its branch operating premises, and by special written notification, in Slovak, at least 2 months prior to the effective proposed effective of the change, unless a specific regulation provides otherwise, or unless the Bank has agreed otherwise with the Cardholder. If the Cardholder does not consent to the change in the Terms & Conditions, the Cardholder has the right to terminate the Contract immediately free of charge. This right must be exercised before the proposed effective date of the change. Unless the Cardholder notifies the Bank in writing prior to the proposed effective date of the change that he/she does not accept the change and terminates the Contract free of charge prior to the proposed effective date of the change, the new version of the Terms & Conditions shall become binding for the concluded contractual relationship on the effective date of the new version and the Contract shall be governed by the amended version of the Terms & Conditions. In the event of exercising the right to immediate termination of the Contract, the claims of the Parties shall become immediately due and payable and shall be settled in accordance with the Contract and applicable law.
 5. These Terms & Conditions replace the Terms & Conditions for the Issuance and Use of a Payment Card dated 15 May 2022. These Terms and Conditions come into force and effect in the parts related to the electronic conclusion of the Contract within the ČSOB SmartBanking service environment as of 1 September 2023. These Terms & Conditions shall enter into force effect in all other remaining parts of them
 - from from 1 November 2023 for legal relations from Contracts concluded up to 31 August 2023,
 - from 1 September 2023 for legal relations from Contracts concluded after 1 September 2023.