

**Article 1 Introductory Provisions**

- 1.1 These Terms and Conditions for the Use of MasterCard Payment Cards (hereinafter the "Terms") represent the Product Terms and Conditions in terms of the General Commercial Terms and Conditions (hereinafter the "General Terms and Conditions"). The Terms as well as the General Terms and Conditions shall form part of the Contract and the Client shall become familiar with them and follow them.
- 1.2 Any capitalized terms used within these Terms shall have the meaning assigned to such terms in Article XII hereof.

**Article 2 Card Issuance**

- 2.1 The Bank issues Cards to Accounts denominated in EUR on the basis of the Contract. The Contract shall be governed by the laws of the Slovak Republic.
- 2.2 The Client may apply for a Card either for himself or for any third person, provided such third person is authorized by the Client to dispose of the funds in the Account by means of a Card. Such third person must be over the age of 18.
- 2.3 The Client shall ensure that the Cardholder complies with any obligations set down by the Contract.
- 2.4 By signing the Contract, the Client agrees that the Bank may settle any and all transactions executed by means of the Card issued on the basis of the Contract and any and all prices and costs associated with the Card use from the Account. By signing the Contract, the Client and the Cardholder also agree that the Bank may inform other banks in the Slovak Republic about any breach of the Contract and provide Card-related information to the relevant Card Association.
- 2.5 Furthermore, the Client and the Cardholder also agree that the Bank may – throughout the effect of the Contract – provide the relevant Card Association with information about the Client/Cardholder to the following extent: first name, surname, permanent residence, information about the Card and transactions executed by means of the Card – transaction place, date, and amount – for the purpose of offering business and services provided by the relevant Card Association and for the processing of such information by the relevant Card Association for the aforementioned purpose. Other information about the rights of the Client/Cardholder in respect to personal data pursuant to this subsection is specified in Article XXVIII of the General Terms and Conditions.
- 2.6 Following the conclusion of the Contract, the Bank shall ensure the Card production and deliver it to the Client's Branch, together with the PIN, urging the Cardholder to collect the Card or agreeing with the Cardholder on another collection method.
- 2.7 The Cardholder shall personally accept the Card as well as an envelope containing the PIN within the Client's Branch or agree with the Bank on another collection method. In accepting the envelope with the PIN, the Cardholder shall check its integrity and confirm the acceptance of the Card / envelope with the PIN to the Bank in writing. The Cardholder shall memorize the PIN and destroy the PIN envelope without any undue delay after the acceptance thereof. The Cardholder may refuse the acceptance of a Card / PIN envelope in case the PIN envelope is damaged upon its presentation.
- 2.8 In case the Cardholder refuses to accept the Card for any reason different than the reason specified in the previous subsection or in case the Cardholder fails to collect his Card within 30 calendar days from the day the Bank's request is delivered to the Cardholder, the Bank shall discard the Card / PIN envelope and charge any and all costs associated with issuing and discarding the Card to the Client's Account.
- 2.9 The method of generating and distributing the PIN guarantees that such PIN is only known to the Cardholder. The PIN may not be recorded on a Card, kept in the same place as a Card or disclosed to third parties. The Bank shall not be liable for any damage incurred as a result of the PIN being disclosed.

**Article 3 Card**

- 3.1 The Card shall remain the Bank's property. Upon the Card acceptance, the Cardholder gains the right to use the Card in compliance with the Contract. Once the right to use the Card expires, the Cardholder shall return the Card to the Bank without any undue delay. In case the Cardholder keeps the Card after the right to use the Card expires, it represents a material breach of the Contract and the Client and the Cardholder shall bear full liability for any unauthorized use of the Card and shall indemnify the Bank against any loss/damage it might incur.
- 3.2 The Cards is nontransferable.
- 3.3 The Card features a number, Cardholder's name, trade name/name of the Client in case of business cards, expiration date, and security features prescribed by the relevant Card Association; it is also fitted with a chip. Furthermore, the Card also features a signature panel, which must be signed by the Cardholder upon accepting the Card within the Client's Branch. Neither the Client nor the Cardholder may alter or modify the Card in any way or may any copies thereof.
- 3.4 The Card may be used until the last day of the month and year of the expiration date specified on the Card. Prior to the Card expiration, the Bank shall issue a new Card to the Cardholder. The Cardholder may collect such new Card within the Client's Branch or agree with the Bank on another collection method no more than 14 days prior to the expiration of the original Card. The Cardholder may refuse the acceptance of a Card / PIN envelope in case the PIN envelope is damaged upon its presentation. In case the Cardholder refuses to accept the new Card for any reason different than the reason specified in the previous sentence or in case the Cardholder fails to collect the Card within 30 calendar days from the day the Bank's request is delivered to the Cardholder, the Bank shall discard the Card and charge any and all costs associated with issuing and discarding the Card as well as the annual fee for the use of the Card pursuant to Article IV(1) of these Terms to the Client's Account.
- 3.5 In case the Client or the Cardholder is not interested in the issuance of a new Card pursuant to Section 4 of this Article, the Client shall report this fact in writing to the Client's Branch by the last Business Day of the month preceding the last month of the Card validity. In case the Client's notification about the fact the Client is not interested in the issuance of a new Card is delivered to the Bank after the deadline specified in the first sentence of this subsection, the Client shall pay to the Bank the costs of a produced Card as well as the annual fee for the use of the Card pursuant to Article IV(1) hereof. The Bank may charge such costs to the Client's Account.
- 3.6 If, throughout the effect of the Contract, the Card type agreed in the Contract is replaced by another Card type, the Bank may issue such new Card type or Card by another Card Association, as appropriate, to the Cardholder upon the issuance of a new Card.

**Article 4 Fee for the Card Use**

- 4.1 With regard to the use of the Card, the Client shall pay a fee to the Bank in line with the Pricelist, depending on the given Card type. The fee for the use of the Card shall be paid for each calendar year in advance and it shall be due and payable as follows: for the first Card issued after the Contract conclusion – 9<sup>th</sup> day after the Card production, 1<sup>st</sup> day of the 13<sup>th</sup> month of the Card validity, and 1<sup>st</sup> day of the 25<sup>th</sup> month of the Card validity; for any subsequent card – 9<sup>th</sup> day after the new Card production, 1<sup>st</sup> day of the 13<sup>th</sup> month of the Card validity, and 1<sup>st</sup> day of the 25<sup>th</sup> month of the Card validity. The Client shall ensure the Account has sufficient balance to cover the given fees – until the fees are deducted from the Client's Account by the Bank.
- 4.2 The Client shall not be entitled to a refund of any charged annual fee for the use of the Card in case the Card is invalidated prior to its expiration. In such case, the Client shall not be required to pay to the Bank any fees for the use of the Card for the subsequent calendar year. The provisions of the previous sentence do not apply to the settlement of the fee for the use of the Card pursuant to Article III(4) or (5) hereof.
- 4.3 The fees for the Banking Services provided to the Client or the Cardholder, as appropriate, in connection with the Card use (e.g. cash withdrawal from an ATM of the Bank, of another domestic or



foreign bank, cash withdrawal in a domestic or foreign bank, Contract changes, Card Blocking, Emergency Replacement Card, Emergency Cash Advance, additional services, etc.) are specified in the Pricelist and shall be due and payable upon the provision of the given Banking Service. Any fees for the provision of additional services provided by the Bank on the basis of a separate contract shall be paid for a calendar year in advance and shall be due and payable together with the price for the use of the Card.

- 4.4 Any fees charged to the Client / Cardholder in connection with the Contract shall be charged to the Account.

#### **Article 5 Card Use**

- 5.1 The Cardholder shall use the Card in compliance with the Contract. In compliance with the functionality/safety parameters settings, the Bank may withhold its consent to execution of certain types of transactions carried out by means of the Card, e.g. mail order / telephone order transactions with the use of identification data shown on the Card during the so-called authorization process or transactions exceeding specific security or transaction limits. All weekly limits are quoted in CZK.
- 5.2 The Bank shall not examine the rightfulness of any transactions executed by means of the Card. The Client shall ensure that the Card is not used contrary to any legal regulations prevailing in the jurisdiction, where the Card is used.
- 5.3 The Cardholder may only use the Card to draw funds up to the minimum Account balance or up to the authorized overdraft limit, provided the Bank and the Client have agreed on an authorized overdraft for the Client's Account, under the terms and conditions agreed for such authorized overdraft. From the moment the Bank approves a Card transaction (authorization request for the Card and Account balance), it may block Account funds corresponding to the transaction amount specified in the authorization request.
- 5.4 Due to technical reasons, the method of transferring information about the Account balance between the Bank's central payment card information system and the payment card authorization system may not reflect current changes in some cases. Such changes may only be processed within the payment card authorization system on the following Business Day.
- 5.5 In case the Card is used to make a payment, the relevant merchant issues a receipt (accounting document from the payment terminal/imprinter). If a transaction is executed by means of a payment terminal, the Cardholder shall authorize it by means of the PIN (by entering the PIN on the payment terminal keypad) and/or by means of his signature, if required by the payment terminal (with a signature field printed on the given document). In case a transaction is executed by means of a mechanical reader (imprinter), the Cardholder shall authorize it by means of his signature on the given accounting document. The Cardholder's signature on the given accounting document must correspond to the specimen signature on the Card, otherwise the merchant may refuse the Card payment. In case the merchant requests the Cardholder's ID card in connection with the execution of a Card payment, the Cardholder shall present it, otherwise the merchant may refuse the Card payment. No PIN is required for MO/TO Transactions; no signature is required for card transactions executed by means of self-service terminals. With regard to transactions executed by means of the contactless technology, where it is not necessary to insert the Card into a payment terminal, up to the limits set down by the Bank or the Card Association, the transaction is authorized once a Card is placed near the given device, provided such transactions are supported by the relevant Card / payment terminal.
- 5.6 In case of cash withdrawals made at branches of other banks and exchange offices by means of the Card, the Cardholder shall also present an ID card together with the Card.
- 5.7 In case of cash withdrawals from ATMs of other banks by means of the Card, the Cardholder authorizes given transactions by entering his PIN on an ATM keypad. In case higher amounts are requested, an ATM may refuse to pay out such amounts in a single transaction, whereas the Cardholder may be forced to spread out the requested amount over several consecutive withdrawals. This depends on the technological parameters of the given ATM type. Each ATM operator may set a security parameter that would limit

the maximum amount per single withdrawal. The Bank may not affect such settings under any circumstances.

- 5.8 The Client may not recall a transaction after the authorization thereof.
- 5.9 Any Card transactions that involve a PIN entry must be executed by the Cardholder alone, without the assistance of third parties.
- 5.10 Transactions reported to the Bank by the relevant Card Association are charged to the Client's Account on a daily basis. Amounts paid out in a currency different from the Account currency shall be converted based on the Exchange Rate prevailing on the day of the transaction settlement by the Bank, using the foreign exchange "sell" rate. In case of a transaction from international settlement of the Card Association, the Bank shall apply the above mentioned Exchange Rate to an amount converted pursuant to the rules of the relevant Card Association. In case a credit transaction is carried out for any executed transaction and it is carried out by a merchant, whose transactions are processed by another bank, the Bank shall not be liable for any difference in the amount of converted amounts resulting from the delay between the processing of a debit and credit transaction.
- 5.11 The Bank shall inform the Client about settled Card transactions by means of a statement, delivered to the Client in a manner agreed in the Account Contract. The Account statement lists transactions executed during one day separately. Fees for executed services and transactions are charged separately.
- 5.12 The Bank may charge any costs incurred by the Bank as a result of the breach of the Contract by the Client / Cardholder to the Account.
- 5.13 The Cardholder may change his PIN. Such change may only be carried out using the Bank's ATM in the Czech Republic, provided an ATM supports such transaction, at any time throughout the Card validity with the exception of the period starting with the 15<sup>th</sup> day of the month prior to the month of expiration of the given Card.
- 5.14 The PIN changed by the Cardholder shall be subject to the same principles (as described herein) that apply to the PIN provided by the Bank to the Cardholder upon the acceptance of a new Card or Card issued after Card is blocked.
- 5.15 In case the Cardholder forgets his PIN (either assigned by the Bank or selected by the Cardholder), the Client or the Cardholder may apply to the Bank for a new PIN to be issued.
- 5.16 International rules for the use of payment cards set down by relevant Card Association make it possible to offer the Dynamic Currency Conversion service. A point of sale that offers such service may offer a conversion of the transaction amount to the national currency of the Cardholder/Card. Such converted amount and currency shall be final and relevant for further transaction processing. By providing his signature or by entering his PIN, the Cardholder confirms he was informed about and agrees with the applied exchange rate and final amount in the agreed currency, irrespectively of the national currency of the given point of sale.
- 5.17 The Bank may include a Card in a Blocked Card List for serious, particularly, security-related reasons. The Bank shall inform the Cardholder about the Card being included in a Blocked Card List and the reason thereof in advance or, if not possible, immediately after the Card is included in a Blocked Card List. The Bank shall inform the Cardholder via telephone or email at a number/address provided by the Cardholder to the Bank. Upon an agreement of the Bank and the Cardholder, the Bank reactivates the Card or issues a new Card to the Cardholder, with validity period set down by the Bank, including any identification cards aimed at using additional services.

#### **Article 6 Complaints**

- 6.1 In case the Client does not agree with the settled item relating to a Card transaction or with the fee for a provided Banking Service, he may file a complaint at the Client's Branch without any undue delay; however, always within 40 calendar days from the day of the settlement of the disputed item by the Bank. The period for filing complaints is derived from the complaint regulations of the relevant Card Association. To the given complaint, the Client shall enclose

copies of documents relating to the disputed transaction and provide his precise address, including a telephone number. Upon the Bank's request, the Client shall provide additional information or documents necessary for assessing the given complaint – always within 10 calendar days from the delivery of the Bank's request. In case the Client is late with the delivery of the documents requested by the Bank, it may result in the suspension of the complaint procedure due to the failure to comply with the complaint deadlines set down by the relevant Card Association.

- 6.2 The specimen signature of the Cardholder for the purpose of the complaint procedure relating to any unauthorized use of the Card or identification information on the Card shall be the Cardholder's signature shown on the Card.
- 6.3 In case the Cardholder does not receive a requested amount from an ATM of another bank and such amount is still charged to the Account, the Cardholder shall report such fact to the Client's Branch without any undue delay, using the relevant form of the Bank. In such case, the Cardholder shall specify the following in the complaint: (i) precise location (city, country), date, time, and disputed amount of the withdrawal; and (ii) operator of the given ATM (based on the logo shown on the ATM screen). In case a complaint is filed in respect of a cash withdrawal from an ATM abroad, it is also useful to provide the text shown on the ATM screen. If abroad, the Cardholder may also contact the Client Hotline, where he will receive instructions, or contact the closest bank that features a logo of the Card Association that had issued the given Card.
- 6.4 The Bank shall cancel the disputed item and refund the corresponding funds to the Client's Account or take other suitable measures, provided the complaint is assessed as justified; otherwise, the Client's complaint shall be rejected. The Bank shall inform the Client about the outcome of the complaint procedure without any undue delay after the completion thereof.
- 6.5 In case of complaints relating to foreign transactions or fees for such foreign transactions, the Bank's complaint procedure – including any deadlines for resolving such complaints – shall adhere to the regulations of the given Card Association on complaints. Unless specified otherwise herein, other Card transactions shall be subject to the complaint procedure of the Bank.
- 6.6 Within 30 days from the day a complaint is filed, the Bank shall inform the Client about the state and progress of the complaint resolution.
- 6.7 All complaints relating to the settlement of services provided to the Cardholder by mobile phone operators shall be filed via customer centers of such operators.
- 6.8 Late settlement does not constitute a reason for filing a complaint.

#### **Article 7 Additional Services for Cards and Provision of Information**

- 7.1 Additional services form part of the benefits associated with certain types of Cards. Cardholders automatically become beneficiaries, to whom such services would be provided. The Cardholder shall be entitled to the provision of additional services upon the conclusion of the Contract. The Bank may cancel any additional service provided, change the scope of such services or introduce new services.
- 7.2 Cardholders may, with the Client's consent and following the conclusion of the relevant contract, also use optional additional services, depending on the Bank's current offer. The use of such optional additional services shall be governed by a separate contract, unless these Terms specify otherwise.
- 7.3 The Client or the Cardholder, as appropriate, agrees that the Bank may provide his identification data, including any personal data, to the extent specified in the Contract, to a provider of additional services. The Bank shall not be liable for any unauthorized use of such identification data, including any personal data, disclosed by the Bank to the provider of such additional services in compliance with the Contract.

#### **Article 8 Liability**

- 8.1 In case of a dispute with the Cardholder or the Client, the Bank shall investigate the disputed transaction using any and all available means. The Bank's liability for any unauthorized and incorrectly executed payment transactions shall adhere to the relevant provisions of the General Commercial Terms and Conditions. Contrary to such provisions of the General Commercial Terms and Conditions, any loss arising from unauthorized transactions executed with the use of contactless technology of a lost, stolen or misused Card and within the limits set down by the Bank or Card Associations shall be borne by the Bank. This shall not apply in case the Client caused such loss by his fraudulent conduct or breach of the obligation to use the Card in compliance with the relevant Contract or of the obligation to notify the Bank about any loss, theft, misuse or unauthorized use of the Card without any undue delay.
- 8.2 The Bank shall not be liable for any unauthorized payment transactions or damage incurred by the Client / Cardholder as a result of such transactions in case the Client failed to comply with the Card / PIN protection rules specified herein (particularly in Article 11 hereof) or in case the Client failed to notify the Bank of any loss, theft, misuse or unauthorized use of the Card or PIN within the given deadlines.
- 8.3 The Bank shall not be liable for any incorrectly executed payment transactions or any loss arising from the use of equipment not approved for the utilization of the Cards. The circumstances excluding the Bank's liability for any incorrectly executed payment transactions shall include such circumstances that are unusual, unforeseeable, independent of the Bank's will, and the consequences of which could not have been prevented by the Bank, such as electricity outage, ATM malfunction or limited functionality, Card refused by a merchant in respect of a payment for goods/services or by provider of such services, as appropriate, including another financial institution, etc.
- 8.4 The Bank may, at any time, change, suspend or cancel any or all services provided in connection with the Card.
- 8.5 The Bank may, at any time throughout the term of the Contract, change the method of Card data storage to comply with the standards of the given Card Association.

#### **Article 9 Loss, Theft, Cards Retained by ATMs**

- 9.1 In case a Card is lost or stolen or in case there is a risk it might be misused, the Cardholder or the Client shall, without any undue delay, inform the Bank about such fact, either by telephone or fax of the Client Hotline or in person using the relevant form of the Bank. In case any of the aforementioned situations occurs while the Client/Cardholder is abroad, he shall report such fact to the Bank without any undue delay via the Client Hotline telephone or in person at the Client's Branch. The notification described in this subsection may also be given by a third party on behalf of the Client / Cardholder. In case the Client or the Cardholder fails to fulfill the abovementioned information duty to the Bank within 3 Business Day from the day a Card is lost, stolen, or misused, with no special circumstances preventing him from doing so, it shall be deemed as a failure of the Client / Cardholder to report the given fact without undue delay.
- 9.2 Following the delivery of the notification pursuant to the previous subsection, the Bank shall include the Card in a Blocked Card List. The inclusion of the Card in the Blocked Card List shall be charged by the Bank to the Client's account in compliance with the Pricelist. Unless the notification pursuant to the previous subsection is also associated with the refusal to issue a new Card, the Bank shall also issue a new Card to the Cardholder, with the validity of the original card, including any identification cards aimed at using additional services, and deliver the Cardholder's Card and new PIN to the Client's Branch. Article 11(7) and (8) hereof shall apply accordingly to the delivery of such new Card / PIN to the Cardholder. In case of urgency, the Bank and the Cardholder may agree on the delivery of such new Card / new PIN to another location within the Slovak Republic or abroad. The Bank shall issue a new Card under the terms and conditions set down in this Article free of charge; however, the Client shall indemnify the Bank against any and all costs associated with the delivery of the new Card / PIN to the Cardholder.



- 9.3 Upon the notification of a Card loss / theft, the person giving such notification shall provide the Bank with information that would allow the Bank to identify the given Card, i.e. the Card number, Cardholder's personal information, including address, and Card type. Furthermore, the person giving such notification shall inform the Bank about any and all circumstances such person knows about the loss / theft or inform the Bank about suspected unauthorized use of the Card, as appropriate. In case a Card loss, theft, or unauthorized use is reported by a telephone, the Bank shall provide the person giving such notification with a numeric code of the Card Blocking, for the purpose of recording the given case. The Client or the Cardholder shall use such code to identify the given case during any further dealings with the Bank relating to the Blocked Card.
- 9.4 In case the Card is lost / stolen abroad, the Cardholder and the Bank may agree that the Bank would issue a replacement card to the Cardholder ("**Emergency Replacement Card**"), which would only have limited validity and could be used to pay for goods and services at points of sale using a mechanical reader ("**imprinter**") or to withdraw emergency cash funds ("**Emergency Cash Advance**").
- 9.5 In compliance with the relevant provisions of the General Commercial Terms and Conditions, the Bank shall be liable for any unauthorized transactions and losses arising from unauthorized use of the Card after the loss, theft or suspected unauthorized use of the Card is reported in the manner described in this Article 9. With regard to transactions, for which it is not possible to identify the execution time (e.g. from an accounting document or authorization records), the Bank shall be liable for any unauthorized use of the Card starting with the day, which immediately follows the day, on which the loss, theft or suspected unauthorized use of the Card is reported in the manner described in this Article 9. In case a correct PIN was used during an unauthorized use of the Card, the Client shall be liable for any executed transactions in full – for the entire period such Card was misused.
- 9.6 In case the Card is retained by an ATM of another bank within the territory of the Slovak Republic, the Cardholder shall contact the Client Hotline without any undue delay. In case the Client or the Cardholder fails to fulfill the abovementioned information duty to the Bank within 3 Business Day from the day a Card is lost, stolen, or misused, with no special circumstances preventing him from doing so, it shall be deemed as a failure of the Client / Cardholder to report the given fact without undue delay. The Cardholder may apply for an issuance of such retained Card at the Client's Branch within 2 Business Days. The Card will not be returned to the Cardholder in case the Cardholder or the Client breached the Contract or the abovementioned deadline expired.
- 9.7 In case the Card is retained by an ATM abroad, the Cardholder shall record the date and time the Card is retained, location of the given ATM, and ATM operator based on the logo on the screen. The Cardholder shall inform the Client Hotline without any undue delay and provide it with the necessary information. The Cardholder hereby acknowledges that he may apply to the given foreign bank operating the ATM in question to return the Card; however, the given bank is not required to return the retained Card to the Cardholder. In case the Client or the Cardholder fails to fulfill the abovementioned information duty to the Bank within 3 Business Day from the day a Card is lost, stolen, or misused, with no special circumstances preventing him from doing so, it shall be deemed as a failure of the Client / Cardholder to report the given fact without undue delay.
- 9.8 The Client Hotline is operated through public telephone lines, which are not protected from an unauthorized use of messages conveyed via such lines. The Bank shall not be liable for any damage incurred by the Client as a result of any unauthorized use of messages disclosed to the Bank via the Client Hotline.
- 9.9 The Client or the Cardholder, as appropriate, agrees that his telephone calls with the Bank made via the Client Hotline may be recorded and retained by the Bank and used as evidence in case of any dispute.

#### **Article 10 Termination of the Contractual Relation**

- 10.1 The Contract shall cease to exist upon:
- Termination notice by the Client, Cardholder or the Bank;
  - Dissolution of the Client;
  - Discarding of the Card pursuant to Article II(8) or Article III(4) hereof;
  - Card expiration – unless it is renewed in accordance with the procedure foreseen in Article III hereof;
  - Moment a Card is included in a Blocked Card List, in case the Client or the Cardholder, as appropriate, also refuses the issuance of a new Card or fails to collect a reissued Card in compliance with Article IX(2) hereof;
  - Moment the Bank finds out about the Card discard;
  - Delivery of a termination notice for the contract on the account opening and maintenance to the Bank or the Client;
  - Expiration in vain of the deadline specified in Article 2.8 hereof.

The right of the Bank to withdraw from the Contract in line with the General Terms and Conditions shall thereby not be prejudiced.

- 10.2 The Client or the Cardholder may terminate the Contract in writing at any time. The termination comes into effect upon its delivery to the Bank. In case the Contract is terminated by a Client different from the Cardholder, he shall also deliver a copy of the given termination notice to the Cardholder.
- 10.3 The Bank may terminate the Contract in writing at any time. The termination comes into effect upon its delivery to the Client.
- 10.4 The Bank shall include the Card in the Blocked Card List on the day the Contract ceases to exist and, in case of the Contract withdrawal or termination by the Bank, at the moment the termination/withdrawal notice is dispatched. In case the Client or the Cardholder fails to return the Card to the Bank when submitting a termination notice pursuant to Section 1(a) or (h) of this Article, the Bank shall include the Card in the Blocked Card List at the expense of the Client.
- 10.5 The Bank may, for the period of 30 days from the day the Contract ceases to exist, charge the Client's Account with any transactions executed by means of the Card and fees for Banking Services provided in connection with this Contract. The Client undertakes not to terminate the relevant contract on the account opening and maintenance for the given period or close the Account.

#### **Article 11 Protection of the Card and its Security Features**

- 11.1 The Cardholder must store the Card at a safe location, separately from his personal ID cards, take any and all necessary measures aimed at preventing any unauthorized use of the Card and at protecting the Card from mechanical damage and magnetic field (e.g. loudspeakers, transformers, magnetic locks, and mobile phones). The Cardholder must continuously monitor potential loss, theft, misuse or unauthorized use of the Card.
- 11.2 The PIN may not be recorded on the Card, kept in one place together with the Card, or disclosed to third parties. The Bank shall not be liable for any damage caused as a result of a PIN being disclosed or made available to any third party.
- 11.3 The Cardholder may not use the following combinations as his PIN: part of the Card number, four identical numbers, four consecutive numbers or dates of birth of the Cardholder or his family members, or any other numeric combinations that could be easily identified.
- 11.4 In using the Card, the Cardholder shall comply with the provisions of the Safety Rules.

#### **Article 12 Terms and Definitions**

- 12.1 Any capitalized terms used herein shall have the following meaning:

"**Bank**" shall mean Komerční banka, a.s., registered office: Prague 1, Na Příkopě 33/969, Postcode: 114 07, Czech Republic, identification number (IČ): 45317054, registered in the Commercial Register administered by

the Municipal Court in Prague, section B, insert no. 1360, acting through its organizational unit Komerční banka, a.s., pobočka zahraničnej banky, registered office: Hodžovo nám. 1A, Postcode: 811 06, Bratislava, identification number (IČ): 47 231 564, registered in the Commercial Register administered by the District Court Bratislava I, section: Po, insert no. 1914/B.

**"Banking Services"** shall mean any banking transactions, services, and products, which may be provided by the Bank in compliance with the applicable legal regulations.

**"Debit Card Transactions"** shall mean any cash withdrawals, payments with merchants for goods and/or services and Card transactions on the Internet.

**"Cardholder"** shall mean a person authorized to use the Card, who has concluded the Contract and whose name is shown on the Card. Either the Client or a third party authorized by the Client may be a Cardholder.

**"Card"** shall mean a payment card issued by the Bank in line with the rules of the relevant Card association on the basis of the Contract.

**"Card Association"** shall mean an international association providing a license to the Bank for the issuance and use of MasterCard payment cards.

**"Client"** shall mean a legal entity that has concluded the Contract with the Bank and for which the Bank maintains an Account.

**"Client's Branch"** shall mean the Bank's branch located within the Bank's registered office or another branch of the Bank, if any.

**"Client KB Payment Card Hotline"** shall mean a nonstop "Customer Service KBB" hotline. The Client Hotline telephone numbers are specified on a special paper card that is provided to the Cardholder by the Bank together with the Card; the Bank shall inform the Cardholder about any change in the telephone numbers in advance. The telephone numbers are also available at the Client's Branch as well as the Bank's Website.

**"Credit Card Transactions"** shall mean any amounts refunded to the Account due to complaint procedure, cancelled transactions with merchants and withdrawals.

**"Exchange Rate"** shall mean an exchange rate published by the Bank.

**"MO/TO Transactions"** shall mean card transactions in concluding deals via remote means of communications (mainly telephone, email, fax, etc.).

**"Business Day"** shall mean a day other than Saturdays, Sundays, public or other holidays in line with applicable legal regulations, on which the Bank is open and prepared to provide the Banking Services and, at the same time, other institutions are open for the provision of payment services, which are required for or involved in the provision of the Banking Services.

**"PIN"** shall mean a personal identification number intended for the Cardholder's identification and for the verification of his right to dispose of the Card in carrying out electronic transactions.

**"Safety Rules"** shall mean the document Rules of Safe Use of Payment Cards, which specifies the basic principles for safe use of the Card and which may be amended by the Bank. The Bank publishes the Safety Rules on the Bank's Website. The Safety Rules are also available at the Client's Branch. This document does not represent a Notification in terms of the General Terms and Conditions.

**"Product Terms"** shall mean the Bank's terms and conditions governing the provision of individual Banking Services.

**"Reference Day"** shall mean a day, on which the Bank finds out from a reliable source about the Client's or Cardholder's decease – i.e. a day, on which verifiable documents are delivered to the Client's Branch about the fact that the Client/Cardholder died or was declared dead (e.g. death certificate, letter from a court of law/public notary that handles inheritance proceedings, judgment with a legal force clause about the Client/Cardholder being declared dead).

**"Pricelist"** shall mean an overview of all fees, other prices and payments for the Banking Services and for transactions associated with such Banking Services.

**"Contract"** shall mean a Contract on the issuance and use of the Card, entered into by and between the Bank and the Client or the Cardholder,

as appropriate, which also comprises the General Terms and Conditions as well as these Terms.

**"Blocked Card List"** shall mean a list of Cards that may not be used for any transactions.

**"Blocking a Card"** shall mean a Card being put on a Blocked Card List.

**"Account"** shall mean the Client's current account maintained by the Bank and specified in the Contract.

**"Bank's Website"** shall mean www.koba.sk within the Internet or any other websites, which might be used by the Bank – now or anytime in the future – in connection with the provision of the Banking Services.

### Article 13 Final Provisions

- 13.1 The Bank may amend these Terms continuously in a manner foreseen in the General Terms and Conditions.
- 13.2 These Terms supersede the Terms for the Use of MasterCard Payment Cards of 1 January 2011.
- 13.3 These Terms come into effect on 15 September 2014.