

## Terms and Conditions for payment cards of the clients of the Equa bank a. s. (hereinafter referred to as "Terms and Conditions")

### General provisions

1. The Equa bank a. s., (hereinafter referred to as the "Bank") issues to the Account Holder and to the persons determined by the Account Holder payment cards in accordance with an updated offer as an electronic payment means to accompany a non-term deposit account maintained in Czech crowns (hereinafter referred to as the "Account".) An amendment shall be concluded to the relevant Account. The card is issued upon a filling out a "Request for the issuance of a payment card" in which the Account Holder also proposes the limit for any withdrawals. The Bank publishes its updated offer of payment cards and related additional services in information materials which are available in Bank's branch offices and its website [www.equabank.cz](http://www.equabank.cz). Legal relations related to the issuance and the use of the payment card shall be governed by Czech legal rules and regulations. The Bank provides its clients with payment cards through a contractual relation concluded with another financial institution (hereinafter referred to as the "Issuer") – the eskoslovenská obchodní banka, a. s. having its registered office at Radlická 333/150, 150 57 Prague 5, ID: 00001350, entered into the Commercial Register maintained by the Municipal Court in Prague, Section B: XXXVI, Enclosure 46, whose logo is shown on issued payment cards. For the purpose of these Terms and Conditions, the Payment Card Holder shall be any person to whom a payment card has been issued; it can be the Account Holder and other persons to whom a payment card has been issued upon the request of the Account Holder. The Account Holder shall also stipulate in writing the scope of rights of the Payment Card Holder other than the Account Holder. The relation between the Bank and the Payment Card Holder (hereinafter referred to as the "Payment Card Holder") shall be that between the Issuer and the Payment Card Holders who have been issued their payment cards directly by the Issuer.

2. These Terms and Conditions for payment cards of the clients of the Bank are issued in accordance with the provision of Article 273 of the Act No. 513/1991 Coll., Commercial Code, as amended, and in accordance with the Act No. 284/2009 Coll., on Payment Services, as amended (hereinafter referred to as the "APS"). These Terms and Conditions build upon the General Business Terms and Conditions of the Equa bank a. s. (hereinafter referred to as the "GBTC"); should they contain a provision differing from the GBTC, the provision stipulated in the Terms and Conditions shall have precedence.

3. The Account Holder shall consult these Terms and Conditions in detail and comply with them. The Account Holder shall be held fully responsible for any breach of the Terms and Conditions by authorized Payment Card Holders who have been provided with payment cards upon his/her request.

4. The Bank shall clear all transactions made by payment cards issued to an Account to the Account of the Account Holder. Any fees for payment cards, additional services, and other operations shall be debited to the Account of the Account Holder; the fees shall be those referred to in the effective List of Charges of the Equa bank a. s., (hereinafter referred to as the "List of Charges") available at the Bank.

5. The Bank shall be entitled to provide the Issuer with personal data of Bank's clients (Payment Card Holders) for processing and the Issuer shall be entitled to conclude a relevant contract with the processor (hereinafter referred to as the "Service Provider") in accordance with Article 6 of the Act No. 101/2000 Coll., on Personal Data Protection, as amended, and to provide personal data to third parties who are Service providers or who provide services which make inherent or optional part of the payment card, in accordance with the provision of the Act No. 21/1992 Coll., on Banks, as amended, and the Act No. 101/2000 Coll., on Personal Data Protection, as amended. The Account Holder agrees that the Issuer shall be entitled to inform other banks in the Czech Republic about any substantial breach of the Terms and Conditions by the Account

Holder or the Payment Card Holder. The Account Holder also agrees that the Issuer may provide information about payment cards to MasterCard International and Visa associations.

6. Payments cards shall be the property of the Bank and only the right to use it shall be transferred to the Payment Card Holder. The issuance of payment cards cannot be legally claimed. Payment cards shall exclusively be issued bearing the name of the Payment Card Holder and shall be non-transferrable. The Issuer shall have the right to request further information about the Payment Card Holder, also from other sources. The Bank may refuse the request of the Account Holder to be issued a payment card. In these cases, the Bank shall inform the Account Holder in writing or by phone; however, no details are provided as to the reason of the refusal.

## Payment card issuance

7. The Account Holder shall submit a request to be issued a payment card at the Client's branch to the Account to which the payment card shall be issued. The Account Holder shall provide complete and true data and shall be fully responsible for any losses or damages incurred by the Bank due to false or inaccurate data, including criminal prosecution.

8. The payment card shall be valid up to the date indicated on it, i.e. through the last day of the indicated month, if the Issuer does not decide to temporarily or permanently limit its validity for safety reasons in order to protect the Payment Card Holder when suspecting its misuse (in addition to a permanent limitation of the card's validity, it may also be withdrawn.) The Bank shall automatically issue a new payment card to the Payment Card Holder at the latest on the last day of validity of the original payment card, excepting the cases it decides not to prolong card's validity. Should the Payment Card Holder choose to refuse automatic issuance of a new payment card and related additional services, he/she shall inform the Client's branch about it in writing within 5 calendar weeks of end of validity period of the original payment card. The Payment Card Holder may also request a premature renewal of the payment card.

9. The payment card shall be kept at the Client's branch for 70 calendar days. Should the payment card not be taken over by the Payment Card Holder, it shall be destroyed and cancelled. A fee for the maintenance of the payment card and related additional services shall be charged irrespective of whether the Payment Card Holder takes over the payment card or an automatically issued payment card or not.

10. The Bank shall be entitled to request to block part of the financial means on the Account to which a payment card has been issued equal to an agreed multiple of the required payment card limit or equal to the sum of the limits of all payment cards issued to the Account, as appropriate, or to reduce the limit proposed by the Payment Card Holder in his/her request. The blocked amount on the Account may not be withdrawn in cash from the Account, changed in an exchange office or used for a bank transfer, irrespective of the actual use of the financial means by means of the payment card. A fixed-term deposit may be used as another way to secure means for payment card transactions.

11. If not stipulated otherwise, the Payment Card Holder shall be asked by the Bank by phone to take over the payment card or the payment card shall be sent to the address indicated in the request.

## PIN

12. The PIN shall be an automatically generated personalized security element, a personal secret identification number made available only to the Payment Card Holder and used, in particular, to authorize payment transactions made through the payment card. The Bank shall send the PIN as a personal delivery to the Payment Card Holder, made through the Client's branch. The Payment Card Holder shall check the

PIN shipment for integrity. The PIN may be stored in the Client's branch in accordance with point 9 of the Terms and Conditions.

13. The Bank shall not provide the PIN to any person other than the Payment Card Holder. The Payment Card Holder shall prevent its disclosure. It is prohibited to mark the PIN in an easily recognizable form on the payment card or another object, in particular, if the Payment Card Holder keeps or carries it together with the payment card, or to disclose it to other persons, including family members. Further, the Payment Card Holder shall be obliged to prevent the disclosure of the PIN when entering it, e.g. by covering the keyboard by the other hand, etc. The breach of this provision on the part of the Payment Card Holder, irrespective of whether through fraudulent, purposeful or negligent behavior, shall be considered as a gross violation of these Terms and Conditions and the Account Holder shall carry in full all the damages and losses arising out of any possible transactions which have not been authorized by the Payment Card Holder, until notified to the Bank. In addition, the Account Holder shall pay for all the transactions, for which the PIN was used, and reimburse all the losses or damages caused to the Bank by disclosing the PIN.

14. If the Payment Card Holder forgets the PIN, the original PIN may be issued repeatedly upon his/her request authorized by the Account Holder and submitted at the Client's branch. Upon request, the Payment Card Holder shall appear in person at the Client's branch to take over the PIN.

15. If a wrong PIN has been entered repeatedly when making a transaction using the payment card, the validity of the payment card shall automatically be temporarily suspended for safety reasons (suspicion of misuse.) The payment card shall usually be automatically fully operational on the first day of a new limit available to the Payment Card Holder for the given type of payment card. PIN chip payment cards cannot be unblocked without a direct (on-line) connection of the chip payment card with the Issuer's system.

## **Payment card handover/takeover**

16. The Payment Card Holder shall sign the payment card upon handover/takeover in the signature stripe in the presence of an authorized staff member of the Client's branch.

17. By taking over the payment card, the Payment Card Holder shall have the right to use it during its validity period specified on the payment card, if the payment card validity has not been prematurely terminated.

18. The Payment Card Holder shall keep the payment card separately from other bank documentation in a safe place, i.e. a place that is not freely accessible to third persons and that is secured against any unauthorized actions of third persons. The Payment Card Holder shall perform a regular daily check of the possession of the payment card and shall take such individual safety measures so as to prevent misuse, loss, or theft of the payment card. Upon each use of the payment card; however, at least once a day, the Payment Card Holder shall check the possession of the payment card and shall take such individual safety measures that prevent misuse, loss, or theft of the payment card. Should, despite these measures, loss, theft, misuse, or unauthorized use of the payment card occur, the Payment Card Holder shall (immediately upon receiving knowledge of the event) report the event to the Bank. The breach of the duties arising out of this provision by the Payment Card Holder, irrespective of whether through fraudulent, purposeful or negligent behavior, shall be considered as a gross violation of these Terms and Conditions and the Account Holder shall carry in full all the damages and losses, until the event in question (loss, theft, misuse, or unauthorized use of the payment card) has been notified to the Bank.

19. The Account Holder shall be responsible for any transactions made by means of the payment cards issued to his/her Account and shall reimburse the Bank for any losses or damages caused by an improper use of the payment card. In accordance with the Terms and Condition, the Bank shall be responsible for any losses or damages related to the issued payment cards and the PIN from the takeover from the Issuer and to

the handover to the Payment Card Holder. The Issuer shall be responsible for the issued payment cards and the PIN during their storage, personalizing and transport until their takeover by the Bank.

## Use of the payment card

20. Depending on its type, the payment card may be used to make transactions in the network of selected automated teller machines (hereinafter referred to as “ATM”), electronic cashier terminals (hereinafter referred to as “POS”) and mechanical imprinters (hereinafter referred to as “Imprinter”); to withdraw cash in the exchange offices of other banks; to make non-cash payments on the premises of business and service providers (hereinafter referred to as “merchant” or “business”); to withdraw cash at the cash-desks of selected merchants (a so-called CashBack) if this service is available under the contract. Should it be available, the CashBack service shall be provided only by businesses marked with the “CashBack” service logo. The CashBack service shall be conditional on concurrently purchasing goods or services at the merchant in a minimum amount determined by the Issuer. The sum of the purchase and the CashBack amount shall not exceed the given weekly limit of the payment card. The merchant has the right to refuse the CashBack service, also without giving a reason.

21. The points where the payment card may be used carry the logo of the respective card association (e.g. MasterCard, VISA) or the payment system (Maestro, Electron). The Issuer reserves the right to refuse to agree to some types of transactions (e.g. written post, telephonic, internet transactions), also depending on the type of the payment card.

22. The payment card shall not be used for transactions in conflict with law at the site of transaction. The Bank reserves the right to refuse to agree to some types of transactions (in particular, payment transactions without a physical presence of the card – e.g. written post, telephonic, internet transactions), also depending on the type of the payment card. The Payment Card Holder shall not provide information on the payment card through insecure channels. The channels set and agreed upon for sharing this data between the Issuer and the Bank are considered to be sufficiently secure communications. The breach of the duties arising out of this provision by the Payment Card Holder, irrespective of whether through fraudulent, purposeful or negligent behavior, shall be considered as a gross violation of these Terms and Conditions and the Account Holder shall carry in full all the damages and losses, until the event in question (loss, theft, misuse, or unauthorized use of the payment card) has been notified to the Bank.

23. The Bank shall oblige the Payment Card Holder to immediately report to the Bank and the Czech Police about any doubts or suspicion concerning misuse of the payment card, payment terminal or ATM (e.g. non-standard provision of cash, jammed money, installation of a skimming/scanning device on ATM, etc.) or about the movement of suspicious persons in the vicinity of ATM and their attempts to interfere with the payment transaction in progress, etc.

24. The following are the only possible ways of consent of the Payment Card Holder (payer) to payment transaction, i.e. its authorization, agreed between the Bank and the Payment Card Holder:

- Entering PIN for ATM payment transaction;
- Entering PIN, own signature, or the combination of both methods in accordance with the type of the payment card for non-cash and cash payment transactions in businesses;
- Entering the payment card number, the payment card validity period and the safety Card Verification Value (CVV), Card Verification (CVC) for non-cash internet payments and so-called MOTO operations.

25. The Bank informs the Payment Card Holder that a payment transaction authorized by him/her may only be cancelled upon immediate request at the respective merchant. No cleared transaction can be cancelled. In justified cases (e.g. due to failed service provision, failed goods delivery), the Payment Card Holder may file a claim/complaint at the respective business point using the form required by the Bank.

26. When using the payment card in businesses, these have the right to verify (authorize) the transaction and perform it only if authorized by the Issuer or a third party authorized by the Issuer. The staff member of the business shall have the right to ask the Payment Card Holder to present his/her ID. The staff member of the business shall have the right to retain the payment card based on the result of authorization. In this case, he/she shall destroy the payment card in the presence of the Payment Card Holder and provide the Payment Card Holder with a confirmation demonstrating the retaining of the payment card.

27. The Bank shall not be responsible for failure to provide services, setting a minimum limit for payment card transactions, or failure to provide services on the part of a business or for any possible losses and damages incurred by Payment Card Holders directly or indirectly due to the events which are beyond control of the Bank, the Issuer, or its partners (i.e. force majeure or e.g. power outages, machine failure, failure of data processing systems or transfer lines, strike, etc.) The Bank shall also not be responsible for the failure of business or a branch of another financial institution to accept the payment card for making a transaction.

28. The Payment Card Holder shall be entitled to make transactions only within the set limit not exceeding the disposable balance on the Account. The Payment Card Holder shall be informed about the limit upon takeover of the payment card. The limit shall limit both the maximum amount to be withdrawn by the payment card in a given period of time and the number of transactions in the given period.

The following are the maximum weekly limits according to the type of payment cards for ATM withdrawals (hereinafter referred to as "ATM") and for non-cash transactions at businesses (hereinafter referred to as "POS"):

- Maestro – ATM: CZK 40,000, POS: CZK 60,000
- MC Standard – ATM: CZK 80,000, POS: CZK 100,000
- MC Business – ATM: CZK 80,000, POS: CZK 150,000
- MC Gold – ATM: CZK 100,000, POS: CZK 200,000

The Payment Card Holder shall regularly follow and check the transaction amounts of the payment card and prevent overdrawing of the disposable balance of the Account. Transactions shall be cleared with a certain delay (see point 36 of the Terms and Conditions.) However, the Account Holder shall be responsible for all transactions irrespective of the limit and shall reimburse the Bank for any losses and damages caused by incorrect use of the payment card or for an unauthorized overdrawing of the disposable balance (unauthorized debit) in accordance with the respective contract on the Account.

29. For any overdrawing of the Account (unauthorized debit), a debit interest shall be calculated which is given in the Bank's List of Charges. Should the Account Holder fail to pay the amount of the unauthorized debit within 10 days of the debit, the Bank shall have the right to debit the amount to another Account of the Account Holder maintained by it. It shall also have the right to limit, at the expense of the Account Holder, the validity of payment cards issued to the Account/s and request the payment of any such costs.

30. The Bank may, without previous notice, cancel the right to use a payment card or temporarily or permanently limit its validity (in particular, in the case of breach of contractual terms and conditions, Account execution or when suspecting misuse of the payment card). As a safety measure and in order to protect the client against misuse of the payment card, the Issuer shall have the right to temporarily or permanently limit

the validity of the payment card. Any attempted use of the card with a permanently limited validity may lead to it being retained. The Bank shall *post facto* inform the Payment Card Holder about any such measure without undue delay and in an appropriate manner. The Bank shall not be responsible for any possible losses and damages incurred by the Account Holder or the Payment Card Holder due to a temporary or permanent limitation of the card validity or due to cancellation of the right to use the payment card.

31. The Payment Card Holder shall protect the payment card against mechanical damage and any other effect (e.g. magnetic field) which may cause damage to the record stored in the magnetic stripe of the payment card or in the chip of the payment card.

32. In case the payment card has been retained by ATM, the Payment Card Holder shall without delay present to the branch of the financial institution or to the post office operating the ATM to request the return of the retained payment card, or inform the servicing financial institution about retaining of the payment card using the phone number provided on some ATMs. The payment card shall in no case be returned to the Payment Card Holder after 3 working days of being retained. The Bank recommends that the Payment Card Holder ask the Bank or the Issuer to temporarily limit the validity of the payment card retained by ATM.

33. The payment card shall be returned to the Bank at the Client's branch upon request or termination of its validity. As an exception, the original electronic payment card with terminated validity does not have to be returned upon automatic renewal of an electronic payment card Maestro or VISA Electron when taking over the automatically renewed payment card. The Payment Card Holder shall not return to the Bank original automatically renewed payment cards; however, he/she shall destroy the unreturned payment card by cutting it across the magnetic stripe or chip, thus preventing its possible misuse. The Account Holder shall be responsible for all payment cards issued to his Account.

## **Changes Payment Card Holder data**

34. The Account Holder shall notify the Bank of any changes of data concerning payment cards issued to his/her Accounts and the Holders of these payment cards provided to the Bank in relation with the issuance of these payment cards (e.g. change of address, surname, phone number.) The Account Holder shall be responsible for any losses and damages resulting out of the breach of this obligation.

35. The Payment Card Holder shall have the right to request changes to an issued payment card in writing in the Bank branch maintaining the Account to which the payment card has been issued. Any changes of the payment card limit, insurance, additional services and a request for a renewed issuance of the PIN are conditional upon a written consent of the Account Holder.

## **Bank statements and claims/complaints**

36. The account Holder shall be informed about the executed transactions in the bank statement. Transactions are cleared individually and are specified by a place, date, amount and, if applicable, transaction currency. Clearing of transactions executed by means of the payment card shall be done with a time delay of the transaction in accordance with the rules of card associations. Any transactions shall be cleared by the Bank not later than on the following Business Day after receiving the debit/credit report on the transaction from the Issuer. In case of doubts about the executed payment, the Issuer shall have the right to clear the payment within 45 calendar days of receiving notification on its execution. In accordance with the Act No. 21/1992 Coll., on Banks, as amended, the Bank shall keep, for a sufficient period of time, internal records enabling back-tracking of operations and error rectification. The Account Holder and the Payment

Card Holder shall check payment card transactions without undue delay, also using other information channels, inter alia to file claims/complaints in a timely manner.

37. Clearing of payment transactions shall be executed on Business Days on the basis of data received from the relevant card association or data received from businesses of the Issuer. When clearing a payment transaction executed by the payment card in a foreign currency, exchange rates for sale of foreign currencies indicated in the exchange list shall be used for converting the currency of the transaction to CZK. Should the currency of the payment transaction not be indicated on the exchange list of the Issuer, the Issuer shall use the calculation pattern to the account received from the card association. The Payment Card Holder may consult the history of the exchange list of the Issuer at the website [www.csob.cz](http://www.csob.cz).

38. The Account Holder notes the manner of clearing of transactions executed by the payment card, including transactions executed abroad. When clearing transactions executed by the payment card abroad, it is not possible to claim amounts resulting from the exchange rate difference between the date of transaction and the date of transaction clearing. The exchange rate difference when executing a payment by the payment card abroad may also result from conversion of the payment into the currency used for clearing and subsequently into the currency of the Account. If an already performed debit transaction is followed by a credit transaction by a Business processed by a Bank different from the Issuer, the Bank shall not be responsible for any differences in the converted amounts resulting from a time delay between presenting the debit and credit transaction.

39. If the Bank statement contains a payment card transaction to which the Payment Card Holder objects, he/she may file a complaint in accordance with the Complaints Handling Rules of the Bank. The Payment Card Holder or the Account Holder, as appropriate, shall file the complaint in the Client's branch without delay in writing using a form indicated by the Bank. The Account Holder or the Payment Card Holder, as appropriate, shall submit all available documentation related to the transaction in question (in particular, copies of receipts, document on transaction cancellation, as well as copies of the bank statement indicating the claimed transaction, statement of the Payment Card Holder, etc.)

40. When handling the payment transaction claim, the Bank shall consider whether the Payment Card Holder complied with all the conditions, in particular, whether deadlines for filing complaints and obligations arising from the Terms and Conditions (e.g. serious breach of the protection of personalized security elements of the payment card) have been complied with. The Bank shall have the right to invite the Payment Card Holder to submit further documents related to the claimed transaction. Should these documents fail to be submitted in time or the Bank gains knowledge that that the claim is unjustified, the Bank shall have the right to suspend the complaint procedure. The Payment Card Holder shall further be obligated to provide necessary cooperation to ensure due procedure and complaint settlement.

41. The Payment Card Holder shall notify the Bank about any unauthorized payment transaction without undue delay; in the case of suspicion of misuse within two months, in justified cases within 13 months of the clearing of the transaction. If, during considering an unauthorized payment transaction, the Bank gains knowledge that the payment transaction has been authorized, the claim shall be rejected.

42. The Bank shall charge a fee in accordance with the List of Charges for any unsubstantiated complaint/claim made by the Account Holder.

43. If the Account Holder or the Payment Card Holder unsuccessfully claimed an erroneous operation in agreement with the concluded contract and the Terms and Conditions or sought other remedy, he/she shall have the right to apply to the relevant court or a financial arbiter, if applicable, who acts on disputes between

issuers of payment cards and Payment Card Holders concerning the issuance and use of electronic payment means in accordance with the Act No. 229/2002 Coll., on the Financial Arbiter, as amended.

## **Loss, theft or misuse of the payment card**

44. Any loss, theft, PIN disclosure, or misuse of the payment card shall be notified by the Account Holder or directly by the Payment Card Holder or by a third party (hereinafter referred to as the "Notifying Person") by phone immediately, using the Issuer's (= SOB) Call Center phone number +420 495 800 111. If notification is made about misuse of the payment card number, the Account Holder or the Payment Card Holder shall ensure immediate delivery of the payment card to the Bank.

45. The Notifying Person shall provide all necessary information on particulars of the loss, theft, PIN disclosure, or misuse of the payment card and, not knowing the payment card number, shall provide further information which can be used to identify the Payment Card Holder and the payment card (e.g. Account number, personal ID number, etc.) The Issuer may provide this information to the prosecutor and police or other relevant authorities in accordance with the effective Act on Banks. The Issuer shall have the right to record any notification made by phone. The Issuer shall, within the same phone call, provide the Notifying Person with a code as confirmation of the payment card loss or theft notification made by phone.

46. The validity of each payment card notified as lost, stolen or misused shall be permanently limited for safety reasons. The Issuer or the Bank shall not be responsible for possible losses or damages incurred by the Account Holder or the Payment Card Holder due to a permanently limited validity of the payment card.

47. A permanent limitation of the validity of the payment card may not be repealed. If the Payment Card Holder regains the payment card after notification of the loss, theft, PIN disclosure, or misuse of the payment card, the payment card has to be destroyed and returned to the Client's branch without further use.

48. The responsibility of the Account Holder for transactions executed by means of a lost, stolen, or misused payment card shall be terminated immediately upon phone notification in accordance with point 44 (using the Issuer's Call Center phone number.) The Issuer or the Bank shall in no case be held responsible for any possible losses or damages incurred during transactions made by payment cards during which the PIN was used or during which the Payment Card Holder acted fraudulently, also in cases when the payment card was insured against loss or theft.

49. The Payment Card Holder or the Account Holder, as appropriate, may request the issuance of a substitute payment card for the payment card with a permanently limited validity. This substitute payment card shall have the same validity as the payment card with a permanently limited validity. The Bank shall charge a fee for the issuance of a substitute payment card for the payment card with a permanently limited validity in accordance with the List of Charges.

## **Limitation of the validity of the payment card upon the request of the Payment Card Holder, Account Holder (for other reasons than loss, theft, PIN disclosure, or suspicion of misuse of the payment card)**

50. The Payment Card Holder or the Account Holder may file a written request at the Client's branch for a temporary or permanent limitation of the validity of the payment card (for a permanent limitation of the chip payment card.) The Account Holder may request limitation of the validity of all payment cards issued to his/her Account; the Payment Card Holder may only request limitation of the validity of the payment card of which he/she can dispose. A temporary or permanent limitation of the validity of the payment card in



accordance with point 30 of these Terms and Conditions may also be requested by the Bank. The Bank shall not be held responsible for any possible losses or damages incurred by the Account Holder or the Payment Card Holder due to a temporary or permanent limitation of the validity of the payment card.

51. The Payment Card Holder may request that the Bank temporarily limit the validity of the payment card which shall disable transactions authorized by the Issuer. Should the reasons for the temporary limitation of the validity of the payment card no longer exist, the Payment Card Holder may submit a written request that the Bank cancel the temporary limitation of the validity of the payment card. The payment card may be used again upon the termination of the Business Day following the delivery of the request for cancellation of the temporary limitation of the validity of the payment card, provided the request has been delivered at 4:00 p.m. of the Business Day at the latest. Was the request delivered later, the payment card may be used only after two following Business Days.

52. A temporary limitation of the validity of the payment card may only be cancelled by the person who requested the temporary limitation, in writing at the Client's branch where the request for temporary limitation has been submitted.

53. The Payment Card Holder or the Account Holder may submit a written request at the Client's branch for a permanent limitation of the validity of the payment card (including the chip payment card) which, however, may not be subsequently canceled.

54. Any losses or damages incurred due to a possible misuse of the payment card whose validity has been temporarily or permanently limited based on a written request shall be the responsibility of the Bank, commencing at 0:00 a.m. of the Business Day following submission of the request for limitation of the validity of the payment card at the Client's branch, provided the relevant request form requesting limitation of the validity of the payment card was delivered within 4:00 p.m. of the Business Day. For instances of submission of the request form requesting limitation of the validity of the payment card in the Bank's branch after 4:00 p.m. of the Business Day or outside Business Days, the Bank shall assume responsibility at 0:00 a.m. of the second Business Day following the day of submission of the request form. Temporary limitation of the validity of the payment card shall only apply to authorized transactions.

### **Authorization of the Bank or the Issuer to limit the validity of the payment card on its own initiative**

55. The Bank or the Issuer shall have the right to temporarily or permanently limit the validity of the payment card for the following reasons:

- Due to safety concerns, in particular, upon suspicion of unauthorized or fraudulent use of the payment card (if the Bank or the Issuer gains knowledge from the card association or from a different bank or another trustworthy source, as appropriate, on a possible threat to the payment card.)

In this case, the Issuer shall temporarily limit the validity of the payment card and notify the Bank about it in writing; the Bank shall be obligated to immediately contact the Payment Card Holder, provide him/her with the reasons of the temporary blocking of his/her payment card and agree on further action, e.g. proceeding to permanent blocking. The Bank shall without delay notify the results of the agreement to the Issuer who shall take relevant action in accordance with the situation. As soon as the reasons for the limitation of the validity of the payment card no longer exist, the Bank shall undertake to cancel the limitation of the validity of the payment card without undue delay or to issue to the Payment Card Holder, upon agreement with the Issuer, a "new" payment card of the same type, with a different number and a new PIN as a substitute, with no charges.

56. Any attempted use of the payment card with a permanently limited validity may lead to it being retained and the Bank shall inform the Payment Card Holder in this respect in an appropriate manner and without undue delay. The Bank shall not be held responsible for any possible losses or damages incurred by the Payment Card Holder due to a temporary or permanent limitation of the card validity or due to cancellation of the right to use the payment card.

## Help in emergency situations aboard

57. If the payment card gets lost or stolen abroad, the Payment Card Holder may request through the Bank the issuance of an emergency payment card or the payment of emergency cash to cover necessary expenses. The emergency payment card or emergency cash shall not be provided to the Holders of Maestro a VISA Electron cards.

58. The Bank shall be entitled to refuse the provision of emergency service. If consented to the services, the Bank shall notify the applicant of the place and takeover of the emergency payment card or emergency cash and shall ensure that the request is satisfied through a member of the association for emergency services in the area in question.

59. The validity of the emergency payment card is usually shorter than that of the original lost or stolen payment card, it may not be used in ATMs (there is no PIN issued for the payment card) and it is not equipped with a chip. The Holder of the emergency payment card shall deliver the card to the Bank upon his/her return to the Czech Republic. The Bank shall charge a fee in accordance with the List of Charges for the provision of the emergency payment card or emergency cash.

## Final provisions

60. The Account Holder may any time revoke the right of the Payment Card Holder to use the payment card, submitting a written request at the Client's branch and returning the relevant payment card. Revocation of the right of the Payment Card Holder to dispose of the payment card shall not relieve the Account Holder of his/her responsibility for transactions executed by the payment card until revocation of the right to use the payment card. If the Account Holder is unable to return the payment card for serious reasons, he/she shall request a permanent limitation of the validity of this payment card.

61. In the case of death of the Account Holder, a permanent limitation of the payment cards of individual Payment Card Holders may be imposed in agreement with the instructions the Account Holder determined and notified to the Bank during his/her lifetime. The Bank shall not be held responsible for any possible losses and damages incurred by the Payment Card Holder due to a permanent limitation of the validity of the payment card.

62. The Account Holder shall be always held fully responsible for any breach of the Terms and Conditions by authorized Payment Card Holders who have been provided with payment cards by the Bank.

63. The Bank shall have the right to block the financial means on the relevant Account to which the payment card has been issued for the minimum of one month and the maximum of the three months of the validity termination of the payment card or to refuse preliminary call in of fixed-term deposit serving to secure the payment card.

64. The Terms and Conditions shall become effective on June 27, 2011. The Bank shall have the right to change and amend the Terms and Conditions as indicated in the GBTC.