



These Terms and Conditions Applying to Debit Cards (Virtual) describe in detail the rights and duties arising from the existing contract under which the debit card (virtual) has been provided in compliance with rules of a relevant Card Association. Please read this document thoroughly. We shall gladly answer any of your questions.

### Article 1. Collecting a Virtual Debit Card and Validity

- 1.1 Authorisation to collect the virtual debit card.** The Holder may authorise a third party to collect the virtual debit card in person.
- 1.2 Damaged envelope.** The Holder shall be entitled to reject the envelope containing the number of the virtual debit card in case that it is damaged at the time of the handover.
- 1.3 Validity.** The virtual debit card may, at most, be used until the last day of the expiry month/year as stated on the card.
- 1.4 Failure to accept the virtual debit card.** If the Holder refuses to accept the virtual debit card or fails to accept it within 90 calendar days from the receipt of our notification, the card shall be cancelled. We shall destroy the envelope with a card number after the lapse of the aforesaid deadline. In case of the failure to accept the card, we shall be entitled to debit from the Account any and all costs incurred in connection with the provision of the card (in particular an annual fee for the use of the card) pursuant to Article 3.1 hereof.
- 1.5 Holder's rights.** You hereby agree that the Holder – other than you - specified in the Contract may execute with us amendments to such Contract, provided the subject matter of such amendments is solely the change of data relating to such Holder, unless agreed otherwise with you.

### Article 2. Virtual Debit Card

- 2.1 Ownership.** We are the exclusive owner of the virtual debit card. By accepting the card, the Holder becomes entitled to use the card in accordance with the Contract.
- 2.2 Non-transferability.** The virtual debit card is non-transferable. The Holder shall not allow any individuals other than the Holder to use the card.
- 2.3 Form.** We shall not provide the virtual debit card in the form of a standard plastic card but only a card number that is contained in the envelope, along with the other card-related information.
- 2.4 Replacing a debit card type.** If, throughout the effective period of the Contract, the type of the virtual debit card originally agreed upon in the Contract is replaced by a new one, we shall be entitled to provide to the Holder a card of the new type. The same shall apply if a Card Association whose logo is displayed on the card is replaced by another one.
- 2.5 Settlement authorisation.** By signing the Contract, you authorise us to settle any and all transactions made with the virtual debit card, as well as any and all fees and costs relating to the use of the card, by debiting them from the Account or, alternatively and temporarily, from your other account held with us, this all based on your request and under our terms and conditions.

### Article 3. Fee for the Use of the Virtual Debit Card

- 3.1 Fee for the card and its payment.** You shall pay us a fee for the provision and use of the virtual debit card as per the Tariff of Fees. If you are to pay an annual fee, it shall be paid in advance, annually, during the month following that in which the card was made out. If the due date falls on a day other than a Business Day, the relevant fee shall be charged on the next Business Day. You hereby undertake to keep sufficient funds in the Account to cover required fees until we deduct them.
- 3.2 Annual fee refund.** You shall not become entitled to a refund of the paid annual fee for the use of the card if the virtual debit card ceases to be valid before the expiry date. Upon the termination or cancellation of the Contract, we shall refund to the Client – Consumer a proportional part of the annual fee charged as per the Tariff of Fees.
- 3.3 Fees for Banking Services and their payment.** Fees for the Banking Services provided to you in connection with the use of the virtual debit card are set forth in the Tariff of Fees and shall fall due as at the moment of the provision of a specific Banking Service.

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## Article 4. Use of the Virtual Debit Card

- 4.1 Use.** The Holder should use the virtual debit card in accordance with the Contract. The card shall be used exclusively for transactions executed without the presence of the holder. The card cannot be used, without limitation, for payments in a regular retail network, for reserving services that should subsequently be paid with a standard plastic card and for withdrawing cash. You and the Holder shall be liable for making sure that the card is not used against the law of the place where it is being used. In accordance with the card functionality settings or for security reasons, as appropriate, we shall be entitled to limit or reject certain types of operations made using the card or some types of transactions as such. Similarly, we shall be entitled to reject an online card payment with a merchant, where the payment transaction was not authorised with one of the methods for electronic signature creation issued to you on the basis of an Electronic Signature Agreement or such transaction was not otherwise subject to two-factor authentication pursuant to applicable European legislation. We shall not examine whether or not a specific transaction made using the card is justified. We shall not be held liable for correct categorization of presented transactions made with the card through the agency of another bank (processing bank). We shall debit such transactions to the Account according to their categories, without examining whether their categorization is correct.
- 4.2 Weekly limits.** The Holder shall be entitled to execute transactions using the virtual debit card up to the weekly limit (cap) arranged in the Contract or based on your request and under our terms and conditions. Due to serious reasons, in particular those of technical nature, we shall be entitled to change the limit at any time, of which we shall notify you.
- 4.3 Drawing funds up to the balance or permitted overdraft (authorised debit balance).** The Holder shall only be entitled to draw funds using the virtual debit card up to the current balance of the Account or up to the permitted overdraft (authorised debit balance), if it has been arranged, taking heed of all other transactions debited from the Account.
- 4.4 Blocking of funds in case of On-Line Transactions.** Starting from the moment at which we approve an On-Line Transaction made using the virtual debit card (the moment of an authorisation request concerning the card and balance in the Account), the relevant transaction shall have a "pending transaction" status, and until the settlement of the transaction, we shall be entitled to block in the Account an amount of money equal to the amount of the transaction specified in the authorisation request and, consequently, reduce the available balance in the Account by the aforesaid amount. The blocked amount (with the "pending transaction" status) may differ from the actual transaction amount we shall eventually debit. A cancellation of the blocking of the funds does not necessarily mean a cancellation of the transaction as such; consequently, the transaction may eventually be settled. If the transaction is an international transaction and the Account is denominated in CZK, the amount to be blocked in the Account shall be converted from the original transaction currency to CZK using the Card Association's rate. If the Account is denominated in a foreign currency, the amount to be blocked in the Account shall be converted from the original transaction currency to CZK using the Card Association's rate and then from CZK to the currency in which the Account is denominated using the current "*deviza nákup*" Exchange Rate (foreign currency buy rate – cashless). In case the Account currency corresponds to the transaction currency, there is no conversion and the card hold is created using the original amount. If the transaction is denominated in CZK and the Account is denominated in a foreign currency, the amount to be blocked in the Account shall be converted from CZK to the foreign currency using the current "*deviza nákup*" Exchange Rate (foreign currency buy rate – cashless). The manner in which the Exchange Rates are used during the blocking and the subsequent settlement is clearly described in the Guide.
- 4.5 Information on the Account balance.** Information on the Account balance might not, in certain cases and for technical reasons, reflect the current situation and the most recent changes, particularly with respect to transactions executed using the virtual debit card. In case of the On-Line Transactions, any changes to the current balance are usually registered in the payment cards authorisation system immediately. Starting from that moment of the execution of the On-Line Transaction, the amount of the given transaction shall be blocked and we shall decrease the available balance in the Account by the aforesaid amount.
- 4.6 Authorisation of transactions.** The Holder shall authorise individual payment transactions by entering required information (card number, card validity month/year, verification code, e.g. CVV2, in certain cases along with a one-time transaction password or another password, as appropriate, or – if we allow you to – via any of the methods for electronic signature creation issued to you on the basis of an Electronic Signature Agreement when a payment to a merchant is made on the Internet, Holder's name, Holder's address, etc.) on a merchant's Internet pages or by conveying such information to the merchant in another manner (by fax, e-mail etc.). Detailed description of the different methods of the authorisation can be found in the Guide.
- 4.7 3D Secure.** All virtual debit cards we provide are 3D Secure active cards.

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- 4.8 Non-execution of 3D Secure transactions.** We shall be entitled not to execute 3D Secure transactions if we have a reasonable suspicion that the virtual debit card used during the transaction has been misused. We shall allow the 3D Secure transaction as soon as the reasons for suspicion that the card has been misused cease to exist.
- 4.9 Annulment of transactions.** After a transaction is authorised, neither the Holder nor the Bank may annul it.
- 4.10 Settlement of transactions.** We shall debit/credit the transactions, which we receive for processing, from/to the Account on each Business Day. The settlement times depend on the submission of supporting documents by a merchant's bank – i.e. we cannot affect such times or preclude the settlement of transactions. Consequently, late transaction settlement cannot be the sole reason for a complaint relating to such transaction.
- Any CZK transactions originating from domestic settlement with regard to an Account in foreign currency shall be settled from your Account using KB's "deviza nákup" Exchange Rate (foreign currency buy rate – cashless).
- Any transactions originating from international settlement shall be converted to EUR based on the Card Association's exchange rate. If a transaction is executed in EUR, no such conversion shall take place.
- If the Account is denominated in CZK, the amount expressed in EUR obtained from the Card Association shall be converted to CZK using "deviza prodej" Exchange Rate (foreign currency sell rate – cashless), effective as at the moment of the initial recognition of the transaction, and the resulting amount shall be debited from your Account.
  - If the Account is denominated in EUR, the amount in EUR shall be debited from your Account at the Card Association's exchange rate.
  - If the Account is denominated in a foreign currency, other than EUR, the amount expressed in EUR obtained from the Card Association shall be converted to CZK using "deviza prodej" Exchange Rate (foreign currency sell rate – cashless). This amount expressed in CZK shall be subsequently converted to the Account currency using "deviza nákup" Exchange Rate (foreign currency buy rate – cashless) effective as at the moment of the initial recognition of the transaction, and the resulting amount shall be debited from the Account.
- If the original transaction and the Account are denominated in the same currency, no conversion occurs.
- If an already executed Debit Transaction is accompanied with a Credit Transaction through a merchant whose transaction is processed by another bank, we shall not be liable for any difference between the converted amounts resulting from the fact that some time has elapsed between the settlement of the Debit and the Credit Transaction.
- For the settlement of transactions for Payment to the debit card, see the Guide.
- For information regarding the differences between our selected exchange rates and the reference exchange rates of the European Central Bank, expressed as a percentage, see our website (specifically the "Exchange Rates" section). We shall notify you of such differences, in defined circumstances<sup>1</sup>, electronically and free of charge via your Internet (online) banking. You have the right to refuse the delivery of such information (messages). The delivery of information foreseen herein shall not be applied in respect of Clients, who are not Clients – Consumers pursuant to the General Conditions.
- 4.11 Costs charged in case of a breach of the Contract.** We shall be entitled to debit to the Account any costs incurred as a result of a breach of the Contract committed either by you or by the Holder.
- 4.12 Transaction statements.** We shall inform you about settled transactions made using the virtual debit card by an Account statement. Fees for provided services and executed transactions shall be listed separately.
- 4.13 Limitation of services.** We reserve the right to alter or cancel the setting of the virtual debit card parameters, or to change, suspend, hold up or cancel some or all of services provided in association with the card at any time, in particular due to circumstances of a technical/technological nature.
- 4.14 Blocking the virtual debit card.** We shall be entitled to block the virtual debit card temporarily for serious reasons, particularly for security reasons, even without the Holder's consent. We shall inform the Holder about the blocking and about reasons for such a step in advance, or if advance notice is not possible, immediately after the blocking of the card via telephone, by a text message (SMS) or via electronic mail using the contact information we have on file. In the event the reasons for the blocking are no longer valid, we shall either reactivate the card or put it on the Blacklist and provide the Holder with a replacement card after the old one is Blacklisted, subject to our prior agreement.
- 4.15 On-line administering the virtual debit card.** You shall be allowed to change/amend your identification data and parameters of the virtual debit card agreed upon in the Contract or authorise a third party to do so on your behalf, including submitting a new application for a card, under the terms and conditions stipulated

<sup>1</sup> Regulation (EU) 2021/1230 of the European Parliament and of the Council.

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by us, provided that we make it possible for you to do it via a relevant Internet banking service.

- 4.16 Locking the virtual debit card.** The Holder shall be entitled to lock his/her virtual debit card, i.e. to disable any On-Line Transactions, as part of on-line administering or based on his/her request, under the terms and conditions stipulated by us. Locking the card shall not result in either its blocking or Blacklisting. The Holder shall subsequently be entitled to unlock the locked card in the same manner.

## Article 5. Complaints

- 5.1 Lodging complaints.** If you disapprove of any item settled (amount debited) as part of a transaction made using the virtual debit card or of a fee charged for a provided Banking Service, you have the right to lodge a complaint at the Point of Sale, or in another manner specified in the Guide, without any unnecessary delay after you learn of the aforesaid fact. If you fail to lodge a complaint within 30 Business Days from the receipt of relevant settlement reports (account statements), in which the disputed transaction was or should have been included, without being prevented from doing so by particularly serious reasons, you shall be deemed to fail to lodge the complaint without any unnecessary delay after you have learnt of the aforesaid fact. The time period is derived from complaints rules of the relevant Card Association. While lodging the complaint, you shall be obliged to present copies of documents relating to the transaction complained about and you full address, including a telephone number or an email address. Further, you undertake to provide, upon our request, additional information or documents required for the assessment of the complaint within 10 calendar days of the receipt of our request (at the latest). Any delay in providing the requested documents to us might result in cessation of complaints procedures caused by a failure to meet complaints requirements set forth by the relevant Card Association. If the complaints procedures are dependent on cooperation from another bank, you should see to it that the Holder collaborates and attaches his/her signature to the complaints report. Complaints relating to payment card transactions involving goods or services provided by a third party on the Internet must be (where the relevant merchant fails to cooperate) lodged within 30 Business Days of the agreed (expected) date of delivery/provision of the goods or services.
- 5.2 Types of complaints.** It is namely possible to lodge complaints with regard to duplicate transactions, unauthorised online transactions, and transactions involving goods or services.
- 5.3 Bank's complaint procedure.** If we find the complaint to be justified, we shall cancel the item complained about and credit an appropriate amount back to the Account, or take another suitable measure. In case of complaints regarding unauthorised transactions, we shall proceed according to relevant provisions of the Notice on the Payment System.
- 5.4** In case of complaints relating to card transactions made in other banks' networks or abroad, or any fees associated with such transactions, the complaints procedures and deadlines for handling complaints shall be governed by complaints rules of the relevant Card Association. Complaints concerning other transactions made using the virtual debit card shall be governed by our complaints rules unless set forth otherwise herein. Complaints relating to goods/services paid with the virtual debit card shall be governed solely by the rules of the relevant Card Association, including any deadlines for resolving such complaints (i.e. outside the scope of the Payments Act<sup>2</sup>).
- 5.5 Responding to complaints.** We shall provide you with a response to your complaint within 15 Business Days of the day it is lodged. In cases where the complaints procedures are affected by third parties' rules, we shall provide you with a response to your complaint no later than 35 Business Days of its receipt. Any complaints relating to transactions involving goods/services shall only be resolved on the basis of the complaint procedure result with a bank of the point of sale, where the relevant transaction took place, in full compliance with the rules of the relevant Card Association.

## Article 6. Liability

- 6.1 Our liability and exemptions from liability.** In case of a dispute with the Holder, we shall investigate a transaction complained about, using every means available. Our liability for any unauthorised or erroneously performed payment transactions shall be governed by relevant provisions of the Notice on the Payment System.
- 6.2** We shall not be held liable for unauthorised payment transactions and/or for any damage consequently incurred by you or the Holder in case that you fail to abide by rules of the safe handling of the virtual debit card or of the 3D Secure password set forth herein (notably under Article 10 hereof) or the Holder fails to inform us of any theft, misuse or unauthorised use of the card or of the 3D Secure password within required deadlines. If the card has been used without authorisation but the correct one-time 3D Secure transaction

<sup>2</sup> Act No. 370/2017 Coll., on Payments, as amended.

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password or another password, as appropriate, has been entered or authorisation took place in connection with an online payment at a merchant via any of the methods for electronic signature creation issued to you on the basis of an Electronic Signature Agreement, you shall be fully liable for all transactions made while the card has been used without authorisation, until the loss, theft or suspected misuse of the card is reported to us.

- 6.3** Any extraordinary or unexpected circumstances, and/or circumstances independent on our will, and/or such circumstances whose consequences we could not avert shall be deemed as circumstances exempting us from any responsibility for any erroneously performed payment transaction, i.e. in particular (but without limitation to): power failure, incorrect description of transactions and/or authorising queries generated by processing banks, refusal to accept the virtual debit card as a means of payment for goods or services by a seller or provider (including another financial institution), etc.

## Article 7. Loss or Theft of the Virtual Debit Card

- 7.1** **Holder's duty to notify.** If the card is lost, stolen or misused, or either the virtual debit card or the envelope containing card-related information is damaged, or in case of any authorised use of the card, you or the Holder shall be obliged to notify us, without any unnecessary delay after having discovered the loss or theft, either at the KB Card Support, or in person at the Point of Sale. If any of the aforesaid events happens abroad, you or the Holder shall notify us, without any unnecessary delay after having discovered the event, at the KB Card Support or in person through a point of sale of a bank that is a member of a relevant Card Association. A third party can make the notification as per this Article on behalf of you or the Holder.

You or the Holder shall be liable for any damage incurred as a result of any use of a lost, stolen or misused card with respect to obligations set forth in Article 10 hereof, unless:

- You or the Holder notify us of a lost or stolen card without any undue delay after you learn that it was lost or stolen; however, in any case by the end of the day on which you learn it was lost or stolen; or
- You fail to notify us of any unauthorised use of the card within 30 Business Days from the receipt of settlement reports (statements) that contain information of the disputed transaction made with a misused card;

Irrespective of when you actually discover the loss, theft or misuse.

- 7.2** When notifying of a loss or theft of the virtual debit card, the notifying person shall be obliged to disclose to us essential data necessary to identify the card, i.e., the number of the card, Holder's personal data including a place of residence, and a type of the card. The notifying person shall further be obliged to inform us about details of the loss, theft or suspected unauthorised use of the card he/she is aware of.
- 7.3** **Bank's proceedings.** Having received the notification pursuant to Articles 7.1 and 7.2 hereof, we shall place the virtual debit card on the Blacklist. A fee for the Blacklisting as per the Tariff of Fees shall be debited from the Account. The Blacklisting shall become effective after we issue a confirmation of the Blacklisting following the notification, and the notifying person agrees to all its terms. We shall provide details of the time of the Blacklisting upon a written request served through the Client's Point of Sale.
- 7.4** **Alternative manner of delivery.** In case of emergency, we may agree with you or with the Holder upon an alternative place in the Czech Republic or abroad to which the new virtual debit card shall be delivered by a paid service.
- 7.5** **Liability for transactions after a loss, theft or misuse has been reported.** In accordance with relevant provisions of the Notice on the Payment System, we hold liability for unauthorised payment transactions and any loss or damage resulting from an unauthorised use of the virtual debit card as from the moment the loss, theft or suspected unauthorised use of the card shall have been reported to us in the manner specified in Article 7 hereof. If the time of a specific transaction is not identifiable (e.g., from a proof of payment or record of authorisation), we shall not become liable for an unauthorised use of the card before the next calendar day immediately following the day on which the loss, theft or suspected unauthorised use of the card shall have been reported to us in the manner specified in Article 8 hereof.
- 7.6** **KB Card Support.** The KB Card Support is available 24/7 via public telephone lines that are not protected against possible misuse of messages transmitted. We shall not be held liable for any damage suffered by you as a result of a possible misuse of messages transmitted to us via the KB Card Support.

## Article 8. Termination of the Contractual Relationship

- 8.1** **Listing of instances.** The Contract shall cease to exist:
- a) After being terminated by you or us;
  - b) Upon the Conclusive Date or upon winding up or dissolution of the Client – legal person;
  - c) Upon the cancellation of the virtual debit card, or upon its invalidation pursuant to Article 1.6 hereof;

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- d) Upon the expiry of the card;
- e) Upon putting the card on the Blacklist, provided that you or the Holder have refused to be provided with a new virtual debit card pursuant to Article 7.4 hereof, or if a Holder – other than you – applies for card cancellation;
- f) Upon fulfilment of the condition precedent, i.e., at the moment of delivery of a notice of withdrawal from the Contract for Opening and Maintaining the Account by the other contracting party;
- g) If you terminate the contract for the opening and maintaining the Account while switching your payment accounts in accordance with applicable law<sup>3</sup>, as at the date you have specified in your application for payment account switching as the date at which we – as your hitherto supplier – should make steps requested by you;
- h) Upon expiration of the period specified in Article 1.6 hereof;
- i) Upon expiration of a notice period in the event of a withdrawal from the Contract for Opening and Maintaining the Account by either party; this shall not apply if the Contract for Opening and Maintaining the Account and the Contract are terminated separately.

Our right to terminate the Contract in accordance with the General Conditions shall not be prejudiced by the above provisions.

- 8.2 Termination by the Client.** You shall be entitled to terminate the Contract in writing at any time. A notice of termination shall come into effect at the date of its delivery. If you terminate the Contract and, at the same time, you are not the Holder, you shall be obliged to deliver to the Holder a copy of the notice of termination.
- 8.3 Termination by the Bank.** We shall be entitled to terminate the Contract in writing at any time. The notice of termination shall come into effect at the date of its delivery, unless we stipulate otherwise in the notice; however, even then the notice of termination cannot come into effect before the date of its delivery.
- 8.4 Blacklisting of the virtual debit card after the Contract has ceased to exist.** We shall place the virtual debit card on the Blacklist on the day the Contract shall cease to exist or, if we terminate (pursuant to Article 8.3 hereof) or cancel the Contract, at the moment of dispatching the notice of termination or cancellation of the Contract. This provision shall not apply if the Contract ceases to exist for reasons referred to in Article 8.1(g) or (h) hereof.
- 8.5 Settlement performed after the Contract has ceased to exist.** Within 30 days after the Contract ceases to exist we shall be entitled to debit from the Account the amounts of transactions made using the virtual debit card and fees for Banking Services provided in connection with the Contract. If you are not a Client – Consumer, you should undertake not to terminate a relevant Contract for Opening and Maintaining the Account and not to close the Account throughout the aforesaid period. This provision shall not apply if the Contract ceases to exist for reasons referred to in Article 8.1(h) hereof.
- 8.6 Termination of contracts with Clients - Consumers.** Article 8.3 hereof concerning the cases where we terminate the Contract shall not apply to Clients – Consumers and the termination provisions in the General Conditions shall be applied instead. If terminating a Contract with a Client – Consumer, we shall not place the virtual debit card on the Blacklist before the day on which the Contract ceases to exist.
- 8.7 Expiry of the Holder's right to use the virtual debit card.** The right of the Holder, other than you, to use the virtual debit card shall expire as at the date on which such Holder applies to us for card cancellation (in a manner acceptable by us). We will blacklist such card.

## Article 9. Protection of the Virtual Debit Card, its Security Elements and Mobile Device

- 9.1 Protection of the virtual debit card.** The Holder shall be obliged to keep the virtual debit card number and other card-related information in a safe place separately from his/her identity papers, and not to disclose them to third parties. Further, the Holder shall be obliged to take every necessary step to prevent the card from being misused. The Holder must continuously make sure that the card has not stolen, misused or used without authorisation.
- 9.2 Protection of 3D Secure passwords.** The Holder shall be obliged to protect the one-time 3D Secure password or another password, as appropriate, and the one-time 3D Secure activation password so as to prevent any possible misuse of the virtual debit card. We shall not be held liable for any damage that may result from disclosing or making available to a third party the one-time 3D Secure password or another password, as appropriate, or login information in case of a method for electronic signature creation issued to you on the basis of an Electronic Signature Agreement for the purpose of 3D Secure authorisation, or from the breach of the mobile device protection specified in the following subsection.
- 9.3 Protection of mobile devices.** If you use your mobile device to authorise transactions via KB Klíč, you undertake to take such measures so as to prevent any unauthorised use of such mobile device by a third

<sup>3</sup> Act No. 370/2017 Coll., on Payments, as amended.

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person. In case you use fingerprint reader or facial recognition technology in your mobile device for the purpose of authentication or authorisation, you are mainly required to only store your own identification elements in such device and not to allow any third person to add their own identification elements in such device. The aforementioned provisions shall apply accordingly to any other technology used to identify a mobile device owner at the operating system level that might be accepted by us.

**9.4 Guide.** When using the virtual debit card, the Holder is obliged to abide by the provisions of the Guide.

## Article 10. Definition of Terms

- 10.1** Capitalised terms used herein shall have the meaning as defined in the General Conditions or below:
- “3D Secure”** shall mean a manner of securing of the virtual debit card, protecting its Holder from the risk of an unauthorised transaction made over Internet at a merchant providing the 3D Secure service (whose Internet pages should be branded with the “Mastercard Identity Check” or “Visa Secure”).
- “Account”** shall mean the Client’s current account kept with the Bank and specified in the Contract.
- “Bank”** shall mean our company, i.e. Komerční banka, a.s., registered office at Prague 1, Na Příkopě 33/969, Postal Code: 114 07, IČO (Company ID): 45317054, entered in the Commercial Register kept by the Municipal Court in Prague, Section B, Insert 1360.
- “Blacklist”** shall mean a list of virtual debit cards that must not be used for any transaction. If a card is put on the Blacklist, the Holder shall not be entitled to keep using it (particularly for payment transactions).
- “Blacklisting”** shall mean a procedure of putting a virtual debit card on the Blacklist under the terms and conditions set forth by the Bank.
- “Card Associations”** shall mean international corporations granting the Bank a licence to provide and use Visa or Mastercard payment cards.
- “Client”** shall mean you, a natural or legal person that has entered into the Contract with the Bank and for which the Bank keeps the Account.
- “Conditions”** shall mean these Terms and Conditions Applying to Virtual Debit Cards that represent the Product Terms and Conditions as envisaged by the General Conditions.
- “Contract”** shall mean the contract under which the Bank undertakes to provide the Client with a virtual debit card and related services.
- “Credit Transaction”** shall include any and all payments restored by merchants to the Account, cancelled transactions made at merchants, and complaints lodged with merchants.
- “Debit Transaction”** shall include any and all cash withdrawals, payments for goods/services made to merchants, and purchases made using a virtual debit card via Internet.
- “Exchange Rate”** or **“Rate”** shall mean an exchange rate published by the Bank and applicable to virtual debit card transactions.
- “General Conditions”** shall mean the General Business Terms and Conditions issued by the Bank.
- “Guide”** shall mean the Payment Cards Guide, a document containing further vital information about the virtual debit card and its use, including the security rules, which the Bank is entitled to amend; we shall be obliged to inform you of such a change by an Account statement or in another appropriate manner at least 1 month before the proposed effective date thereof. The aforementioned shall not apply in case of changes carried out solely for the benefit of the Client or changes resulting from the supplementation of existing banking services/products that do not affect existing fees. The Bank is required to inform you of such changes immediately after they are made in a manner described in the previous sentence. The Bank makes the Guide public on its Internet pages or, as the case may be, makes them available at its Points of Sale. This document is not a Notice as envisaged in the General Conditions.
- “Holder”** shall mean an individual authorised to use the virtual debit card pursuant to the Contract, whose name is specified in an envelope together with a card number. The Holder may be either you or a third person authorised by yourself.
- “KB Card Support”** shall mean the 24/7 telephone customer service line relating to payment cards. The Bank shall communicate to the Holder the KB Card Support telephone numbers along with the virtual debit card. Should these telephone numbers be changed, the Bank shall notify the Holder of such change in advance. The numbers are also available at the Points of Sale and on the Bank’s website.
- “KB Klíč”** is a method for creating an electronic signature that is based on individual characteristics of an activated application for supported mobile devices as well as the knowledge of a security PIN or biometrics and that makes it possible to verify signatory’s identity, electronically sign document or authorise payment transactions.
- “On-Line Transactions”** shall mean any and all transactions executed using a virtual debit card via devices whereby, as a rule, changes to the current balance in the Account are registered in the payment cards authorisation system immediately.

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“**Payment to Virtual Debit Card**” shall mean a service that makes it possible to receive payments credited to the Account. For detailed provisions governing this service, see the Guide.

“**Point of Sale**” shall mean any of Bank’s points of sale (branches).

“**Security Rules**” shall mean the Rules of Safe Use of Payment cards setting forth elementary principles of the safe use of a virtual debit card, which the Bank is entitled to amend. The Bank makes the Security Rules public on its Internet pages and they are also available at the Points of Sale. This document is not a Notice as envisaged in the General Conditions.

## Article 11. Final Provisions

- 11.1 Governing law.** The Contract shall be governed by Czech law, in particular by the Civil Code<sup>4</sup> starting from its effective date, even in case of Contracts entered into before that date. However, the execution of the Contract, as well as any and all rights and duties arising under the Contract before the effective date of the Civil Code, shall be judged based on previous law.
- 11.2 Risk of changed circumstances.** We hereby jointly assume the risk of changed circumstances with respect to our mutual rights and duties based on and in association with the Contract, and we rule out the application of the provisions of Sect 1765(1) and 1766 of the Civil Code to our contractual relationship established under the Contract.
- 11.3 Amendments to the Conditions.** We are entitled to amend these Conditions from time to time in the manner set forth in the General Conditions.
- 11.4 Replacement of the previous Conditions.** These Conditions repeal and replace the Terms and Conditions Applying to Virtual Debit Cards effective from 28 October 2022.
- 11.5 Effectiveness of the Conditions.** These Conditions come into effect as of 7 March 2023.

FOR INFORMATION ONLY

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<sup>4</sup> Act No. 89/2012 Coll., the Civil Code, as amended.