



These Terms and Conditions Applying to Personal Credit Cards describe in detail the rights and duties arising from an existing contract under which a personal credit card has been issued in compliance with rules of the relevant Card Association. Please read this document thoroughly. We shall gladly answer any of your questions.

## CREDIT PROVIDED ALONG WITH THE CREDIT CARD

### Article 1. Credit

- 1.1 Credit.** You shall be entitled to draw down the Credit using the card in accordance with the Contract, up to the Credit Facility (Limit), either in whole or in part, and even repeatedly. The Credit Facility (Limit) is set forth in the Contract and denominated in the Credit Currency. You may also draw down the Credit by cashless transfers; however, only in case we approve such Drawdown on the basis of an Application. We shall express our approval by facilitating the Drawdown (by making the Credit available). In particular, we shall not be obliged to facilitate Drawdowns by cashless transfers in cases where an event of default as per Article 5.1 hereof shall or may occur or no card is activated in respect of the Card Account.
- 1.2 Drawdown.** Should the drawn amount of the Credit exceed the Credit Facility (Limit) for any reason, the said portion of the Credit shall immediately become due and payable. We shall be entitled to demand that you pay default interest as per applicable law on the said amount until a complete repayment of the portion of the Credit drawn in excess of the Credit Facility (Limit).
- 1.3 Payment of fees.** The fees relating to the Drawdown shall be debited to the Card Account without your further consent, provided: (i) the Contract foresees repayment of the Credit principal from a Current Account maintained by us; or (ii) we agree on this type of payment of fees. In case (i) we fail to agree on this; or (ii) we agree that such fees should be debited to a Current Account maintained by us; however, such Current Account is subsequently cancelled; or (iii) we agree that such fees should be debited to a Current Account maintained by us and, at the same time, the Drawdown is made by cashless transfer via direct banking services in this specific case while do not operate your Current Account via direct banking services, the fees relating to the Drawdown shall become part of the drawn Credit Facility (Limit) as at the due date in all the above cases.
- 1.4 Disbursement.** The Credit shall be considered disbursed as soon as it is debited from our funds and credited to you.
- 1.5 Measure.** We shall be entitled to reduce or cancel the Credit Facility (Limit) (hereinafter the "Measure") in the manner prescribed for Contract amendments under Article 31 of the General Conditions. Such Measure (except for cases referred to in Article 5 hereof) shall come into effect no less than 63 days from the date on which we informed you about the adopted Measure. You shall be obliged to repay the Credit up to the new Credit Facility (Limit), or the whole amount of the Credit including interest and service payments, as at the effective date of the Measure.

### Article 2. Repayment of Principal and Interest

- 2.1 Repayment.** You shall repay the drawn-down (utilised) Credit principal and the interest from your Current Account in a manner agreed upon in the Contract. If you are not able to repay a due portion of the principal or interest in the manner agreed upon in the Contract, you shall be obliged to agree with us on an alternative way of repayment of the due amount prior to the due date thereof. You shall be obliged to repay any and all debts arising under the Contract in the Czech currency.
- 2.2 Rules of repayment.** You may repay the Credit in part or in full at any time during the term of the Contract, either by transferring funds or depositing cash into the Card Account. Any amount you pay to the Card Account not later than 5 calendar days before any Due Date shall be considered as prepayment (early repayment) of the drawn-down (utilised) Credit principal. If such an amount exceeds the actually utilised Credit principal, the difference shall be used to cover the interest accrued. Any repayment made less than 5 calendar days before any Due Date shall be first used to cover a regular monthly instalment of the drawn-down (utilised) Credit principal and the interest accrued, or an appropriate portion thereof. If such repayment made by you exceeds the specified regular monthly instalment, the difference shall be used to cover the portion of the drawn-down (utilised) Credit principal not yet due in the manner described in the second sentence of this Article 2.2.
- 2.3 Repayment amount.** You may either transfer or deposit financial funds to the Card Account in the amount corresponding to the drawn-down (utilised) Credit principal, interest accrued and other debts arising under the Contract.

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- 2.4 Card Account overpayment.** In case you make a payment to us that exceeds any debts existing under the Contract, we have the right to register an overpayment of the Card Account (provided this is technically feasible) that would be used to cover any future debts arising under the Contract. Newly incurred debts under the Contract will first be settled using such overpayment. A Card Account overpayment may only exist insofar as strictly necessary – e.g. in case of merchants' refunds to the Card Account in connection with claims concerning purchased with the relevant card.
- No interest shall be paid in connection with your overpayment. In case the Contract is terminated and we do not have any receivables from you under the Contract, we shall transfer such excess amount to you - in the amount registered in the Card Account as of the Contract termination date – to a Current Account maintained by us or to any other account notified to us by you upon the Contract termination.
- 2.5 Payments.** Any and all payments made by you under the Contract must be free of any deductions. If the law requires you to make deductions on any payment, you shall be obliged to increase the respective amount so that, after the deductions are subtracted, we receive an amount equal to that we should have obtained under the Contract. You assume the risk of changes in circumstances within the meaning of the applicable provisions of the Civil Code<sup>1</sup>.
- 2.6 Receivables settlement order.** If you are obliged to repay several due debts to us and the provided payment is not sufficient to satisfy all of them at once, your payment shall be used to settle your debts according to the Rules.
- 2.7 Automatic repayment.** In the Contract, you can arrange for an automatic repayment of the drawn-down (utilised) Credit principal (Charge functionality). This functionality may be subject to fees as per the Tariff of Fees.
- 2.8 Blocking funds in the Current Account.** If an automatic repayment is agreed in respect of the drawn Credit principal and interest by means of a transfer from the Current Account maintained by us without your further consent and such a transfer (payment) falls on a Business Day (except Mondays), we shall be entitled to block such funds in the Current Account (i.e. prevent you from using such funds) up to the specific amount of the repayment of the Credit, starting from the day on which the planned repayment should be made. If the date of the repayment falls on a Monday or a day other than a Business Day, the blocking of funds referred to above can be made on the day that immediately follows after the last Business Day before the day, on which the planned repayment of the Credit is to be made.

## Article 3. Interest Rate

- 3.1 Interest rate.** The interest rate used for calculation of interest on the Credit is set forth in the Notice on Interest Rates. We shall be entitled to modify the interest rate unilaterally, depending on market developments, our cost of financing and other relevant circumstances. Any change/amendment to the Notice on Interest Rates shall come into effect at the moment a new version of the Notice is published on our website, unless stated otherwise in such Notice; we shall be obliged to inform you about such interest rate change sufficiently in advance; however no later than one month prior to its effective date, either in an Account statement related to the card or in another appropriate manner (e.g. via direct banking services or by sending a written notice to the Contact Address). You shall be entitled to reject the change and consequently terminate the Contract with an immediate effect or, as the case may be, withdraw from the Contract in case of a substantial increase of the interest rate; however no later than on the Business Day immediately preceding the effective date of the proposed change, always in the manner foreseen by Article 15.2 hereof. If you fail to reject the proposed change in the manner described above and, consequently, neither terminate the Contract nor withdraw from it in case of a substantial interest rate increase, you shall be deemed to have accepted the proposed change as from the effective date proposed by us.
- 3.2 Calculation of interest.** Interest under the Contract shall be calculated using a 360/360 day count; a calendar year shall therefore be deemed to have 360 days for the purpose of the calculation.
- 3.3 Grace period.** If you:
- Meet any and all obligations you may have to us in a due and timely manner; and
  - Repay the full amount of the drawn-down (utilised) Credit principal specified in a relevant Card Account statement so that the aforesaid amount is credited to the Card Account no later than the 20<sup>th</sup> day of the month in which the statement is issued, you shall not pay any interest on the drawn-down (utilised) amount of the Credit principal for the period of time to which the relevant Card Account statement relates.

<sup>1</sup> Act No. 89/2012 Coll., the Civil Code, as amended.

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## Article 4. Your Duties

- 4.1 Creditworthiness assessment.** Throughout the duration of any receivables arising under the Contract, we shall be entitled to examine and assess your financial situation, quality of the security (collateral), as well as other circumstances that could affect your ability to pay your debts arising under the Contract in a due and timely manner.
- 4.2 Duty to inform.** You agree to submit to us, upon our request and without any undue delay, the following documents in writing:
- Certificate of your incomes (tax return, documents confirming employment income and other similar income, etc.);
  - Documents confirming the receipt of social benefits;
  - Permanent residence certificate;
  - Trade licence;
  - Documents necessary for assessing the recoverability and security of the Credit;
  - Other documents we may reasonably require in connection with the provision, drawing, repayment or security of the Credit.
- 4.3** You shall inform us without any delay about any circumstances that may affect your ability to repay the Credit to us or result in deterioration or lapse of the security of your debts arising under the Contract.
- 4.4 Notification of changes.** You agree to notify us by a registered letter of any changes to your personal data, particularly the permanent residence address, mailing address and/or employer, no later than 5 Business Days after such a change occurs.
- 4.5 Assignment of rights and receivables.** You undertake not to assign, transfer or encumber with third-party rights your rights or receivables under the Contract without our prior written consent. Any assignment or transfer of such rights or receivables carried out by you without our consent shall be null and void. You also undertake not to transfer your rights and duties under the Contract to any third party without our prior written consent. Any transfer of such rights and duties carried out by you without our consent shall be null and void.
- 4.6 Notarial record.** You undertake to have a notarial record executed, containing the enforceability permission pursuant to the Notarial Code<sup>2</sup>, with regard to any of our receivables from you associated with the Contract, if requested by us. By virtue of the said record, you shall agree that an execution of judgment is enforced in case you fail to pay your debts arising under the Contract in a due and timely manner. We may require that such relevant record also includes the acknowledgement of your debts owed to us.
- 4.7 Compensation of cost.** You shall compensate us, upon our request, for any and all reasonable cost, including all fees and charges, incurred in relation to the execution, performance, amendment, termination or breach of the Contract and any and all contracts entered into pursuant to the Contract or in connection therewith, including contracts arranging the security of your debts to us under the Contract, as well as any costs we may incur in connection with the protection or execution of any of our rights under the Contract and any contracts entered into pursuant to the Contract or in connection therewith.

## Article 5. Events of Default and Other Serious Occurrences and Their Resolution

- 5.1 List of events.** Any of the instances of a breach of the Contract listed below under paragraphs a) to d), as well as any other serious occurrence listed below under paragraphs e) to j), shall be deemed an Event of Default, if:
- a) You are in default with payment of any financial debt arising under the Contract;
  - b) You fail to meet any duty or commitment imposed on you by the Contract, or you (or the person providing the security) fail to meet any duty or commitment imposed by the contract by which the security is established pursuant to the Contract, made between you or the provider of the security on one hand and us on the other, provided this is not another Event of Default and such breach is not remedied within the period of 10 calendar days from the day, on which the given duty or commitment was to be met;
  - c) Any statement made under the Contract or security documentation, any document, certificate or another representation made by a third party is or proves to be inaccurate, incomplete or misleading and we reasonably believe that such fact affects or may affect your ability to perform your obligations arising under the Contract;
  - d) Legal action is taken against you or you are finally convicted of an offence after the Contract is

<sup>2</sup> Act No. 358/1992 Coll., the Notarial Code, as amended.

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concluded;

- e) Your financial situation deteriorates to the extent that the repayment/return of the provided Credit might be threatened (e.g. your assets are subject to an execution of judgment, distress, or exercise of a lien, or insolvency proceedings concerning your assets or other proceedings with similar legal effects are opened before a court of law);
- f) Security under the security documentation of your debts to us incurred in connection with the Contract ceases to exist, deteriorates, becomes ineffective or is declared as such by you or the provider of the security or such security is disputed in any other way; or insolvency proceedings or other proceedings with similar legal effects are opened before a court of law concerning assets of the provider of the security by which your debts or a portion thereof are secured;
- g) You breach any obligation under another contract entered into by and between you and us;
- h) You die or are pronounced dead;
- i) You are limited in your legal capacity; or
- j) The credit turnover in your accounts maintained by us substantially decreases over the period of three consecutive months compared to the moment the Credit was granted.

**5.2 Bank's measures.** In case of an Event of Default or another serious occurrence, we shall be entitled to the following, taking account of the seriousness of such event:

- a) Terminate the Contract;
- b) Not to release your funds deposited in accounts maintained by us up to the aggregate amount of our outstanding receivables from you arising under the Contract;
- c) Settle our outstanding receivables from you arising under the Contract or in connection therewith by debiting the accounts maintained by us. For the purpose of the settlement pursuant to the foregoing sentence, we shall also be entitled to use the funds in your deposit accounts or deposits, and to do so even prior to the agreed maturity of such deposit accounts or deposits. In such case, we shall be entitled to charge you with a fee for early withdrawal and other charges in accordance with the relevant Product Terms and Conditions. We shall also be entitled to satisfy our receivables from the debit balance up to the amount of an authorised overdraft of your current accounts maintained us;
- d) Reduce or cancel the Credit Facility (Limit);
- e) Suspend or block the card temporarily;
- f) Request additional security for debts corresponding to our receivables from you arising under the Contract;
- g) Request immediate repayment of the entire Credit or a drawn (utilised) portion thereof, plus interest and service payments.

**5.3 Notification of measures.** We shall be entitled to apply, at our discretion and taking account of the seriousness of a given breach of the Contract or the circumstances referred to in Article 5.1 hereof, one or several measures mentioned above in Article 5.2 hereof, either simultaneously or successively. We shall notify you in writing of the measures to be applied as well as of the reason for such measures and of the effective date thereof, unless such notification could frustrate the purpose of the measure or be in conflict with any applicable legislation. Any measure shall come into effect as at the date of delivery of the notice in the manner specified in this Article, unless we set forth otherwise; however, not before the moment of the Event of Default.

**5.4 Reduction of the Credit Facility (Limit) by any unused amount of the Credit.** We shall be entitled – for objective reasons, particularly if we have a reason to believe that any of the events specified in Article 5.1 hereof may occur – to cancel the drawing of any undrawn (unutilised) portion of the Credit, effective immediately. We shall notify you of such fact and reasons thereof in advance or immediately afterwards, without any undue delay, unless such notification would be in conflict with any applicable legislation.

**5.5 Contract termination.** The Contract shall be terminated on the day, on which you receive a notice of termination. You shall be obliged to repay the drawn-down (utilised) Credit principal, including any interest, fees and charges, as at the termination date. The termination shall not prejudice our right to claim any interest on the Credit as per the Notice on Interest Rates if you fail to repay the drawn-down (utilised) Credit principal after the Contract is terminated.

## Article 6. Default Interest

**6.1 Default interest.** If you are in default with the payment of any financial debt to us arising under the Contract, we may claim default interest in the amount foreseen by the applicable legislation, starting from the first day of such default until the full repayment of the outstanding amount.

**6.2 Payment of default interest.** Default interest shall become due and payable as of the moment we become entitled to such interest. The default interest shall be paid in the manner set forth for repaying the

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- Credit principal and contractual interest on the Credit as agreed upon in the Contract. This shall not prejudice our right to settle the default interest in accordance with Article 5.2(c) hereof.
- 6.3 The settlement of the default interest shall not prejudice your obligation to indemnify us for any loss or damage incurred by us as a result of your default and not covered by default interest.

## CREDIT CARD

### Article 7. Issuing and Renewing the Credit Card

- 7.1 **Card application.** Any individual over 18 years of age who has a current account with any bank in the Czech Republic is entitled to apply for a card. In justified cases, we shall be entitled to reject your application and not to issue the Card. We shall not be obliged to enter into the Contract.
- 7.2 **Holder.** Pursuant to the Contract, you shall be entitled to two cards. A card can be issued to a third person over 18 years of age. We shall not issue a card to a Holder before he/she has been identified in compliance with the applicable legislation<sup>3</sup> or if the Holder's data and information we have available differ from those contained in your application.
- 7.3 **Delivery of the card and PIN.** In the Contract, you can choose from different methods of card and PIN delivery to the Holder; these methods are specified in the Guide and may be subject to specific fees as per the Tariff of Fees.
- 7.4 **Authorisation to collect the card.** The Holder may authorise a third party to collect the card in person. In that case, the PIN shall be delivered to the Holder by mail or in another manner.
- 7.5 **Delivery of a damaged consignment.** If the Holder refuses to accept a damaged envelope containing the card or information on the PIN code, he/she must immediately notify the Client's Branch, which shall ensure that a new card and PIN code are issued. We guarantee that the generation and distribution of the PIN ensure that such PIN is only known to the Holder.
- 7.6 **Card activation.** All cards issued by us are issued as inactive. The card activation process is described in the Guide. The Holder shall not be entitled to use the card prior to its activation.
- 7.7 **Validity.** The card may be used until the last day of the month/year of the expiration specified on the card. Notwithstanding the foregoing sentence, the original card shall expire as soon as the card renewed pursuant to Article 7.9 hereof is used.
- 7.8 **Failure to accept or activate the card.** If the Holder refuses to accept the card or fails to activate it within 360 calendar days from the receipt of our notification, or from the day, on which the card is sent through a postal services provider, or from the card acceptance, the card shall be cancelled, including an activated Digital Card (if any) and associated supplementary services provided pursuant to Article 12 hereof. If a personal collection of the card at a Branch is agreed, we shall destroy the card and the envelope with the PIN code after the aforesaid deadline expires. In case of the failure to accept or activate the card, we shall be entitled to debit from the Account any and all costs incurred in connection with the issuing of the card (in particular an annual fee for the use of the card) pursuant to Article 9.1 hereof.
- 7.9 **Renewal.** We shall issue to the Holder a new card before the expiry date of the existing one. In case of a card with a personalised design, we shall issue a new card displaying the latest approved personalised design available at the moment the new card is generated; this also applies to any card renewed in accordance with Article 14.4 hereof. In case of a card with a personalised design from our selection, we shall nonetheless be entitled to issue you with a new card with another design from our selection at any time throughout the validity term of the card and to put the original card on the Blacklist; this shall also apply in cases where a card is renewed, including the renewal pursuant to Article 14.4 hereof. You are required to return the Blacklisted card to us. We shall not be obliged to renew any card that is not used during the last 12 months prior its expiration.
- 7.10 **Non-issuance of a new card.** If the Holder does not wish for a new card to be issued pursuant to above Article 7.9, either you or the Holder shall be obliged to notify the Client's Branch in writing no later than the last Business Day of the month preceding the last month of the card validity. You can also cancel the automatic card renewal using your MojeBanka internet banking; the same deadline shall apply. If we receive the given notice after the above deadline, we shall be entitled to debit from the Card Account any and all cost incurred in connection with the issuing of the card (in particular an annual fee for the use of the card) pursuant to Article 9.1 hereof.
- 7.11 **Card issued in specific cases.** If any of the situations listed below occur, whereas no Cause of

<sup>3</sup> In particular, Act No. 253/2008 Coll., On Selected Measures against Legitimation of Proceeds of Crime and Financing of Terrorism, as amended.

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Termination referred to in Article 15.1 hereof occurs and we have not terminated the Contract pursuant to Article 5 hereof, and, at the same time, the Holder no more owns any functional card, you shall be entitled to apply for a new card with us:

- a) The last card is destroyed;
- b) Card issued under the Contract expired – unless it is renewed pursuant to Article 7.9 hereof;
- c) Last card issued under the Contract is Blacklisted and, at the same time, the Holder refuses to be issued with a new card pursuant to Article 14.4 hereof or fails to accept or activate a newly issued card pursuant to Article 7.8 hereof.

The provisions of Article 7 hereof shall be applied accordingly to the application and issuance of new cards.

- 7.12 Holder's rights.** You agree that the Holder specified in the Contract may enter into Contract amendments with us that would solely concern (i) change of data relating to such Holder; or (ii) refusal of automatic card renewal in connection with such Holder; or (iii) request for a duplicate card for such Holder that may be subject to fees foreseen by the current Tariff of Fees, to be debited from the Account; or (iv) request for an early card renewal for such Holder; or (v) reduction of agreed weekly limits for such Holder's card transactions.

## Article 8. Credit Card

- 8.1 Ownership.** We are the sole owner of the card. By accepting the card, the Holder becomes entitled to use the card in accordance with the Contract. The Holder is not allowed to make any changes and/or alterations to the card or to duplicate it. After the right to use the card expires, the Holder shall be obliged to return the card to us without any undue delay or to destroy it by cutting the card. If he/she fails to do so, it shall be considered a material breach of the Contract and you shall be held fully liable for any unauthorised use of the card and will be required to indemnify us for any damage or charged transactions without any undue delay without any undue delay, for any subsequent loss and amounts of settled transactions.
- 8.2 Holder's status.** The Holder (if different from you) is an individual authorised to draw the Credit and dispose of the funds in the Card Account using the card, acting at your expense and responsibility. You shall be obliged to arrange your relationship with the Holder(s), which would prevent them from any unauthorised use of the card, overdraft of the Credit Facility (Limit) or any other damage caused to you or us by drawing the Credit and/or Holder's use of the card. You undertake to instruct the Holder on the Contract, the Conditions (including the subject matter of the consents given by the Holder), the Guide, and rules for providing supplementary services associated with the card, and undertake to ensure that the Holder shall comply with the duties set therein. By activating the card pursuant to Article 7.6 hereof, the Holder shall confirm that he/she has acquainted himself/herself with the aforesaid documents and agrees to them. Any and all actions taken by the Holder in connection with the card shall be made on your behalf and at your expense.
- 8.3 Non-transferability.** The card is non-transferable. The Holder shall not allow any individuals other than the Holder to use the card.
- 8.4 Functionality and signature strip.** Unless we agree otherwise, the issued card shall be contactless – in the form of a plastic card featuring a chip. The card has a signature strip. The Holder is obliged to sign the card on the signature strip immediately upon the receipt of the card. The card may also be converted into a contactless Digital Card using third-party services, such as Google Pay, Apple Pay, Garmin Pay, Fitbit Pay, provided we allow this. For instructions concerning Digital Card activation and use, see the Guide.
- 8.5 Personalised design.** We can issue the card with your personalised design under the terms and conditions set forth in the Guide and Notice on the Design.
- 8.6 Personalised design and compensation for damage.** You shall be obliged to indemnify us for any damage that might be incurred by us, particularly in connection with an infringement of copyright or any other third-party rights or in connection with placing your own personalised design on the card, or in the event you fail to return to us the card with a personalised design from our selection that was Blacklisted pursuant to Article 7.9 hereof.
- 8.7 Replacing a card type.** If, throughout the term of the Contract, the type of the card originally agreed upon in the Contract is replaced by a new one, we shall be entitled to issue 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.
- 8.8 Settlement authorisation.** By signing the Contract, you authorise us to settle any and all transactions executed with the card, as well as any and all fees and costs relating to the use of the card, by debiting them from the Card Account or, as the case may be, from another of your account maintained by us,

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always on the basis of your request and under our terms and conditions.

## Article 9. Fees for the Use of the Credit Card

- 9.1 Fee for the card and its payment.** You shall pay a fee to us for the use of the card as per the Tariff of Fees. If the fee is charged annually, you shall pay it in advance for the next year, always on the 9<sup>th</sup> day after the card is generated and, in each subsequent year of the term of the card validity, always on the 13<sup>th</sup> day of the month following after the month, in which the card was issued. If the fee is charged monthly, it shall be due and payable by the 13<sup>th</sup> day of each month. You hereby undertake to keep sufficient funds in the Account to cover the required fees until we deduct them.
- 9.2 Annual fee refund.** You shall not become entitled to a refund of the paid annual fee for the use of the card if the card ceases to exist before its expiration date. In such case, though, you shall not be obliged to pay the annual fee for the use of the Credit Card for a following calendar year. The provision of the foregoing sentence shall not apply to the settlement of the annual fee for the use of the card pursuant to Articles 7.10 and 7.11 hereof. Upon the termination of or withdrawal from the Contract, we shall refund to you a proportional part of the annual fee charged for the card.
- 9.3 Fees for Banking Services and their payment.** Fees for the Banking Services provided to you in connection with the use of the 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.
- 9.4** Any and all fees charged to you in connection with the Contract shall be debited from the Account.

## Article 10. Use of the Credit Card

- 10.1 Use.** The Holder shall use the card in accordance with the Contract. You and the Holder shall ensure that the card is not used in conflict with the applicable legislation of the jurisdiction, where it is used. In connection with the card settings or for security reasons, we may limit or allow certain card transactions or certain transaction types. We do not monitor whether or not specific card transactions are justified.
- 10.2 Weekly limits.** The Holder shall be entitled to execute card transactions up to the weekly limit (cap) specified in the Contract or based on your request and under our terms and conditions. Due to serious reasons (particularly for security reasons), we shall be entitled to change the limit at any time. We shall notify you of such change.
- 10.3 Drawing funds up to the Currently Available Limit.** The Holder shall only be entitled to draw funds using the card up to the Currently Available Limit pre-set for the Card Account, taking account of all other transactions debited from the Account, so as not to draw funds in excess of the Credit Facility (Limit).
- 10.4 Credit card holds for Online Transactions.** Starting from the moment an Online Card Transaction is approved (the moment of an authorisation card request and Card Account balance) until the settlement of the transaction, we shall be entitled to block in the Card Account an amount corresponding to the amount of the transaction specified in the authorisation request and, consequently, reduce the available balance in the Card Account by the aforesaid amount. The blocked amount may differ from the actual transaction amount we shall eventually debit. A cancellation of the card hold does not necessarily mean a cancellation of the transaction as such; consequently, the transaction may eventually be settled. In case of an international transaction, the amount to be blocked in the Card Account shall be converted from the original transaction currency to CZK using the Card Association's rate. The manner in which the Exchange Rates are used during the blocking and the subsequent settlement is clearly described in the Guide.
- 10.5 Information concerning the Currently Available Limit.** Information about the Currently Available Limit of the Card Account might not, in certain cases and for technical reasons, reflect the current situation and the most recent changes, particularly with respect to executed card transactions. In case of Online Transactions, any changes to the Currently Available Limit are usually registered in the payment cards authorisation system immediately. Starting from the moment an Online Transaction is executed, the amount of the given transaction shall be blocked and we shall reduce the Currently Available Limit by the aforesaid amount. This may also be the case for certain Offline Transactions. In case of Offline Transactions where funds are not blocked, the Currently Available Limit of the Card Account shall not be reduced by amounts of such transactions until they are accounted for. This shall not prejudice the Holder's obligation referred to in Article 10.3 hereof.
- 10.6 Authorisation of transactions.** The Holder shall be obliged to authorise individual types of transactions in a manner specified in the Conditions and, particularly, in the Guide. Depending on a specific transaction type, the authorisation may be performed by entering the PIN, unlocking a mobile device in case of payments via some types of Digital Cads, Holder's signature, holding the card close to a payment terminal, entering required information on merchant's website, communicating required information to the merchant,

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or entering the card data, in certain cases together with a single-purpose 3D Secure transaction password or another password or authorisation using KB Klíč for payments to merchants on the Internet. In particular, this concerns the following transactions: authorisation of standard transactions executed using payment terminals, authorisation of contactless card transactions, authorisation of transactions executed without the direct use of a card, authorisation of 3D Secure payments, and authorisation of transactions executed using ATMs.

- 10.7 Authorisation of Internet transactions.** The Holder may use the card to execute Internet transactions in accordance with the parameters set forth in the Contract. The parameter changing procedure is described in the Guide.
- 10.8 3D Secure.** All cards we issue are 3D Secure active cards.
- 10.9 Non-execution of 3D Secure transactions.** We shall be entitled not to execute 3D Secure transactions if we have a reasonable suspicion that the card used for the transaction was used without authorisation. We shall allow the 3D Secure transaction as soon as the reasons for suspicion that the card was used without authorisation cease to exist.
- 10.10 Annulment of transactions.** The Holder shall not be entitled to annul any transaction after it is authorised by the Holder.
- 10.11 Settlement of transactions.** We shall debit/credit the amounts of the transactions we receive for processing from/to the Card Account on each Business Day. We cannot influence or preclude the processing of transactions that have been forwarded by a merchant's bank for clearing, or the length of the period between the execution of a transaction and debiting the funds from the Card Account, as it primarily depends on how soon a merchant presents to us payment receipts and documents necessary for the settlement of a transaction. A belated settlement of a transaction therefore cannot be the sole ground for complaint against an already settled transaction.
- Transactions that fall within the scope of the international clearing shall be recalculated to EUR using the rates of the Card Association. Only if a transaction is denominated in EUR, no recalculation using the Card Association's rate shall occur.
- An amount denominated 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 transaction settlement, and the resulting amount shall be debited from the Card Account.
- If a previously executed Debit Transaction is accompanied by a Credit Transaction and is executed through the agency of a merchant whose transaction is processed by another bank, we shall not bear any liability for a possible difference between the recalculated amounts resulting from the fact that some time has elapsed between the settlement of the Debit and Credit Transaction.
- The manner in which the transactions made via the Payment to the Card are cleared is specified in the Guide.
- 10.12 Costs of a breach of the Contract.** We shall be entitled to debit to the Card Account any costs incurred as a result of a breach of the Contract committed either by you or by the Holder.
- 10.13 Transaction statements.** We shall inform you about settled transactions made using the card by an Account statement or, as the case may be, by a special statement under the terms agreed upon in the Contract. Fees for provided services and executed transactions shall be listed separately.
- 10.14 Other services.** Other services are provided along with the card, such as the Dynamic Currency Conversion, Cash Back, and Emergency Cash Advance, under the terms and conditions specified in the Guide.
- 10.15 Limitation of services.** We reserve the right to alter or cancel the setting of 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.
- 10.16 Suspending/blocking the card.** We shall be entitled to suspend/block the card, including its digital version (i.e. Digital Card) temporarily for serious reasons, particularly those of a security nature, even if the Holder does not agree with such measure. We shall inform the Holder about the suspending/blocking and about reasons for such a step in advance, or if advance notice is not possible, immediately after the suspending/blocking of the card. We shall notify the Holder of the suspending/blocking over the telephone, text message or email at the number/address that has been communicated to us. Once the security risk passes, we shall either reactivate the card or put it on the Blacklist and subsequently issue a new card to the Holder.
- 10.17 Online card administration.** You shall be allowed to change/amend your identification data and card parameters, 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 by us, provided that we allow you to do so via relevant direct banking services.
- 10.18 Locking the card.** The Holder shall be entitled to lock his/her card (incl. any Digital Card), i.e. to disable



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any Online Transactions, as part of online administration or based on his/her request, under the terms and conditions stipulated by us. Once a card (i.e. plastic card) is locked, its digital version is locked as well; however, not the other way around. Locking the card shall not result in either its blocking or Blacklisting and the card can still be used for Offline Transactions. In case a Digital Card is locked, it cannot be used for Offline transactions either. The Holder shall subsequently be entitled to unlock the locked card in the same manner.

## Article 11. Complaints

- 11.1 Lodging complaints.** If you do not agree with any item settled (amount debited) as part of a transaction made using the card or with a fee charged for a provided Banking Service, you have the right to lodge a complaint at the Branch or in another manner specified in the Guide without any undue 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 (statements), in which the relevant transaction was or should have been specified, or, in case of a complaint related to the delivery/provision of goods and/or services, within 30 Business Days from the agreed (expected) date of the delivery/provision, without being prevented from doing so by particularly serious reasons, you shall be deemed to fail to lodge the complaint without any undue delay after you have learnt of the aforesaid fact. The time period is derived from complaints rules of relevant Card Associations. While lodging the complaint, you shall be obliged to present copies of documents relating to the transaction subject to complaint and your full address and telephone number. 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 suspension of the complaint procedures caused by a failure to meet complaint deadlines set forth by the relevant Card Association. If the complaint procedures are dependent on cooperation from another bank, you should see to it that the Holder provides his/her assistance and attaches his/her signature to the complaint report.
- 11.2 Types of complaints.** Lodged complaints will primarily concern a purchase of goods and/or services, ATM cash withdrawals, and services provided by mobile telephone providers. The specific types of complaints are described in the Guide, including the directions how to proceed in specific cases.
- 11.3 Specimen signature.** For the purpose of complaint procedures related to an unauthorised use of the card or of identification data printed on it, the Holder's signature on the card shall be considered his/her specimen signature.
- 11.4 Bank's complaint procedure.** If we find the complaint to be justified, we shall cancel the relevant item subject to complaint 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.
- 11.5** In case of complaints concerning card transactions – including associated fees – carried out within other banks' networks or abroad, the complaint procedures and deadlines for handling complaints shall be governed by complaints rules of the relevant Card Association. Complaints concerning other card transactions shall be governed by our complaint rules, unless set forth otherwise herein.
- 11.6 Reply to complaints.** We shall provide you with a reply to your complaint within 15 days from the day it is lodged. In cases where the complaint procedures are affected by third-party rules, we shall provide you with a reply to your complaint within 35 days from its receipt (at the latest).

## Article 12. Supplementary Services to Credit Cards and Provision of Information

- 12.1 Supplementary services.** Supplementary services form an integral part of benefits offered to users of certain cards. As from the day following the date of execution of the Contract, or upon the receipt of the card, depending on the specific supplementary service, the Holders shall automatically become beneficiaries of these services. We reserve the right to cancel or modify any supplementary service and/or introduce a new supplementary service at any time, and shall be obliged to inform you of such a change by an Account statement or other means of communication agreed with you at least 2 months before the proposed effective date thereof.
- 12.2 Optional supplementary services.** Upon your consent, and having entered into the relevant contract, the Holder may also utilize optional supplementary services currently offered by us. The use of the optional supplementary services shall be governed by a separate contract or by a severable part thereof. That contract can only be terminated by you or, as the case may be, by the Holder acting with your consent.
- 12.3 Provision of information.** You and the Holder both acknowledge that we may disclose your personal data necessary for the provision of any supplementary service to its provider.

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## Article 13. Liability

- 13.1 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 incorrectly performed payment transactions shall be governed by relevant provisions of the Notice on the Payment System. In derogation of the provisions of the Notice on the Payment System, we shall bear any loss resulting from unauthorised transactions made with a lost, stolen or misused card using contactless technology, which are not in excess of weekly limits set by us or the Card Associations. This shall not apply to cases where the Holder causes such a loss by his/her fraudulent conduct, or a breach of the duty to use the card as required by the relevant Contract or the duty to inform us without any undue delay of any loss, theft, misuse or unauthorised use of the card, or in case of Offline Transactions pursuant to Article 10.18 hereof.
- 13.2** We shall not be held liable for unauthorised payment transactions and/or for any damage consequently incurred by you or the Holder if you fail to comply with the rules of the card protection rules, the mobile device protection rules, the PIN code or 3D Secure password set forth herein (notably under Article 16 hereof) and the Guide, or if the Holder fails to inform us of any theft, misuse or unauthorised use of the card, PIN code or 3D Secure password within required deadlines, or if you failed to activate the Digital Card under the terms and conditions stipulated by us. However, if the card is used without authorisation but a correct PIN code or a single-purpose 3D Secure transaction password or another password has been entered, or the transaction was authorised using KB Klíč, you shall be fully liable for all transactions made while the card has been used without authorisation, until the loss, theft or suspected unauthorised use of the card is reported to us. This also applies to certain types of Digital Cards, where a mobile device is unlocked in connection with a payment.
- 13.3** We shall not be held liable for any incorrectly performed payment transaction and possible resulting damage, if such transaction has failed due to using a device not approved to be used for card processing. Any extraordinary or unexpected circumstances, and/or circumstances independent on our will, and/or such circumstances, the consequences of which we could not avert, shall be deemed as circumstances exempting us from any liability for any incorrectly performed payment transaction, i.e. in particular (but not limited to): power failure, breakdown or partial malfunction of an ATM or payment terminal, refusal to accept the card as a means of payment for goods or services by a seller or provider (including another financial institution), etc. We shall not be held liable for any incorrectly performed transactions if the card is mechanically damaged.

## Article 14. Loss or Theft of the Card; Card Retained by an ATM

- 14.1 Holder's duty to inform.** In case the card is lost, stolen or could be misused (also applies to Digital Cards) or used without authorisation, you or the Holder shall be obliged to notify us, without any undue delay after having learned of such event, either at the Payment Cards Client Line, or in person at the Branch. If any of the aforesaid events takes place abroad, you or the Holder shall notify us, without any undue delay after having learned of such event, at the Payment Cards Client Line or in person through a branch of a bank that is a member of the relevant card Association. A third party can make the notification as per this Article on your behalf or on behalf of the Holder. With respect to the duties set forth in Article 16 hereof, should you or the Holder fail to report the loss or theft of the card within 3 calendar days from such a loss or theft, or the unauthorised use of the card within 30 Business Days from the receipt of settlement reports (statements) that contain information of the transaction subject to complaint, you or the Holder shall be held liable for any damage caused by a use of the lost, stolen or misused card, no matter when you actually discover the loss, theft or unauthorised use.
- 14.2** When notifying of a loss or theft of the 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.
- 14.3 Bank's proceedings.** Having received the notification pursuant to Articles 14.1 and 14.2 hereof, we shall place the card/cards (incl. any Digital Card) on the Blacklist, unless agreed otherwise. 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 Branch.
- 14.4** Unless the Holder refuses to be issued with a new card while making the notification pursuant to Articles 14.1 and 14.2 hereof, we shall issue a new card to the Holder for a fee as per the Tariff of Fees and identification cards authorising him/her to use any supplementary services. The Conditions shall apply accordingly to the delivery of such new cards and PIN to the Holder. The provisions of this Article shall not

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apply to Digital Cards. In case a Digital Card was created in respect of the original card, it is automatically transferred to the newly issued card. The Digital Card number remains the same.

- 14.5 Alternative delivery method.** In case of an emergency, we may agree with you or the Holder that a new card and the PIN may be delivered to an alternative location in the Czech Republic or abroad, by means of a paid service.
- 14.6 Liability for transactions after a loss, theft or unauthorised use 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 card as from the moment the loss, theft or suspected unauthorised use of the card is reported to us in the manner specified in Article 14 hereof. If the time of a specific transaction cannot be identified (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 after the day, on which the loss, theft or suspected unauthorised use of the card is reported to us in the manner specified in Article 14 hereof.
- 14.7 Card retained by an ATM in the Czech Republic and abroad.** If the card is retained by an ATM, the Holder shall be obliged to contact the Payment Cards Client Line for immediately. If the card is retained by an ATM abroad, the Holder shall be obliged to note down a date and time of the event, location of the ATM and name of the bank operating the ATM (see a logo on the screen). Further information is available in the Guide.
- 14.8** The Payment Cards Client Line is operated nonstop, using public telephone lines that are not protected against possible unauthorised use of messages transmitted. We shall not be held liable for any damage incurred by you as a result of a possible unauthorised use of messages transmitted to us via the Payment Cards Client Line.

## Article 15. Termination of the Contractual Relationship

- 15.1 Cause of Termination.** The Contract shall cease to exist due to any of the causes listed below:
- Termination of the Contract by the Client pursuant to Article 15.2 hereof, even without cause;
  - Termination of the Contract by the Bank pursuant to Article 15.3 hereof, even without cause.
- 15.2 Termination by the Client.** You shall be entitled to terminate the Contract by a written notice. The 1-month notice period shall start on the day following the day on which you deliver the notice to us, unless we agree on a shorter notice period. In that case, you shall be obliged to repay any drawn part of the Credit including interest and service payments by the last day of the notice period (at the latest), unless we agree on a later deadline. Your termination of or withdrawal from of the Contract made pursuant to Article 3.1 or Article 15.2 hereof must be submitted in writing, with your signature either notarised or made before our employee (unless we accept another manner of authentication), and must be served to us through the Client's Branch.
- 15.3 Termination by the Bank.** We shall be entitled to terminate the Contract by a written notice. In such case, the Contract shall cease to exist:
- On the 90<sup>th</sup> day from the day on which we terminated the Contract with you, provided that the Credit including interest and service payments has been repaid by that date;
  - Upon expiration of the period of 10 months from the first day of the month following after the month in which we terminated the Contract with you; or
  - On the day on which the Credit including interest and service payments was repaid; however not before the deadline set forth under Section 15.3(a) and not later than by the deadline set forth under Section 15.3(b) hereof.
- This does not prejudice our right to terminate the Contract pursuant to Article 5 hereof or the General Conditions.
- If the Contract is terminated pursuant to Section 31 of the General Conditions, the procedures and deadlines set forth in this Article 15.3 shall not be applied.
- 15.4** Unless we agree in writing on issuing a new Card before expiration of the deadline set forth in Article 15.2 and 15.3 hereof, it shall be considered as if no Cause of Termination of the Contract has occurred. The above clause shall not apply if we are obliged to issue a new Card pursuant to the Contract.

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- 15.5 Expiry of the Holder's right to use the card.** The Holder's right to use the card shall cease to exist:
- a) As at the date of the Cause of Termination of the Contract, except in cases where we terminate the Contract, in which cases the Holder's right to use the card shall expire on the 63<sup>rd</sup> day from the date of the Cause of Termination;
  - b) As at the date at which we shall learn in a trustworthy manner about your or Holder's death;
  - c) As at the date at which you shall inform us in writing that the Holder's right to use the card has been annulled;
  - d) After the card issued to the Holder hereunder pursuant to Article 7.8 hereof has been destroyed;
  - e) Upon the expiry of the card, unless it is renewed pursuant to 7.9 hereof;
  - f) As at the date at which the Holder shall ask us in writing to cancel the card;
  - g) As soon as we learn that the card issued to the Holder hereunder has been destroyed;
  - h) If the card is put on the Blacklist and you or the Holder refuse to be issued with a new card pursuant to Article 14.4 hereof, or fail to collect the card or to activate it pursuant to Article 7.8 hereof;
  - i) If we exercise our right to withdraw from the Contract pursuant to Article 5 hereof.
- 15.6 Blacklisting the card after the expiry of the Holder's right to use the card** We shall place the card on the Blacklist as at the date of expiry of the Holder's right to use it pursuant to Article 15.5 hereof, even in cases where the Holder fails to return the card to us. Once the card is Blacklisted, the Digital Card (if any) shall cease to exist as well.
- 15.7 Settlement after the Contract termination.** We shall be entitled to debit to the Card Account the fees for Banking Services provided to you under the Contract, including costs relating to exaction (recovery) of debts arising under the Contract, for 30 days from the termination of the Contract. You shall be obliged to pay such fees in a manner agreed upon in the Contract.

## Article 16. PIN Code; Protection of the Card and its Security Elements; Mobile Device Protection

- 16.1 Change of the PIN code; forgotten PIN code.** The Guide shall inform you how you can change your PIN code or receive it again in case of a forgotten PIN code.
- 16.2 Protection of the card.** The Holder shall be obliged to keep the card in a safe place separately from his/her identity documents, take every necessary measure to prevent the card from being misused, and protect it from physical damage and magnetic field (e.g. from loudspeakers, transformers, magnetic locks or mobile telephones). The Holder must continuously make sure that the card has not been lost, stolen, misused or used without authorisation.
- 16.3 PIN protection.** The Holder shall be obliged to take any and all necessary measures to keep his/her PIN code confidential. Further, the Holder shall be obliged to destroy any and all media containing any information about the PIN code. The PIN code must not be noted down on the card, kept in the same place as the card or disclosed to third parties. The Holder shall be obliged to make any card transactions whereby the PIN code is entered himself/herself, without third parties' presence. We shall not be held liable for any damage that may result from disclosing or making available the PIN code, our PIN code obtaining manual or single-purpose 3D Secure password or another password, as appropriate, to a third party, from unauthorised observation of the PIN code within internet banking or from the breach of the mobile device protection specified in the following subsection.
- 16.4 Mobile device protection.** If you use your mobile device as a Digital Card or for authorisation via KB Klíč, you hereby undertake to take necessary measures to prevent any possible unauthorised use of the device by a third party. In particular, if your device uses a fingerprint scanner or face recognition for authentication/authorisation, your own identification elements may only be stored in your device and you shall not allow any third-party identification elements to be added to the device. This applies accordingly to any other technology for identification of a mobile device owner at the operating level system that may be accepted by us.
- 16.5 Protection of 3D Secure passwords.** The Holder shall be obliged to protect the single-purpose 3D Secure password or another password, as appropriate, and the single-purpose 3D Secure activation password so as to prevent any possible misuse of the debit card.
- 16.6 Guide.** When using the card, the Holder is obliged to abide by the provisions of the Guide.

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## Article 18. Definition of Terms

- 18.1 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 card, protecting its Holder from the risk of an unauthorised transaction made over the Internet at a merchant providing the 3D Secure service (whose Internet pages should be branded with the “MasterCard Identity Check”, “MasterCard Secure Code”, “Visa Secure” or “Verified by Visa” logo.
- “Account”** shall mean a Current Account or a Card Account from which fees and charges for services provided by the Bank to the Client under the Contract are deducted pursuant to the Contract.
- “Apple Pay”** is a service provided by Apple Inc., which makes it possible for the users of MasterCard/Visa credit cards to use their mobile devices, particularly smartphones, equipped with iOS compatible system to pay at NFC contactless terminals in regular shops as well as make online payments. This service, including applicable terms and conditions of use, is described in detail in the Guide.
- “Application”** shall mean an application by which the Client applies for Drawing non-cash resources. The Application, in a form and contents required by the Bank, should be submitted at the Client’s Branch, over the telephone or in another manner.
- “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, registered in the Commercial Register administered by the Municipal Court in Prague, section B, entry no. 1360.
- “Blacklist”** shall mean a list of 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). Once a card is blacklisted, the Holder shall be obliged to destroy it by cutting the card.
- “Blacklisting”** shall mean a procedure of including a card on the Blacklist under the terms and conditions set forth by the Bank.
- “Branch”** shall mean any branch of the Bank.
- “Card Account”** shall mean a Client’s credit account maintained by the Bank, in which the Bank registers Client’s debts to the Bank arising under the Contract.
- “Card Associations”** shall mean international associations granting the Bank a licence to issue and use Visa or MasterCard payment cards.
- “Cause of Termination of the Contract”** is defined in Article 15.1 hereof.
- “Client”** shall mean you, a natural person (non-business) that has entered into the Contract with the Bank. At the same time, the Client is considered a Qualified Client as defined by the General Conditions.
- “Client’s Branch”** shall mean a branch of the Bank that maintains the Card Account.
- “Conditions”** shall mean these Terms and Conditions Applying to Personal Credit Cards that represent the Product Terms and Conditions as envisaged by the General Conditions.
- “Contract”** shall mean the Contract for a Personal Credit Card entered into by and between the Bank and the Client.
- “Credit”** shall mean financial funds the Bank undertakes to provide to the Client for a prearranged period of time and up to a prearranged amount, under the terms and conditions set forth in the Contract.
- “Credit Facility (Limit)”** shall mean a maximum amount of the Credit (prearranged ceiling) set forth in accordance with the Contract that may be used by you.
- “Credit Currency”** shall mean the currency in which the Credit Facility (Limit) is denominated.
- “Credit Transaction”** shall include any and all payments refunded by merchants to the Account, cancelled transactions and complaints lodged with merchants.
- “Current Account”** shall mean a Client’s current account in CZK maintained by a bank in the Czech Republic from which the drawn-down Credit principal and interest accrued are repaid pursuant to the Contract.
- “Currently Available Limit”** shall mean an amount up to which the funds can be drawn under the Credit at a given moment (taking into the account the amounts of executed transactions and funds blocked in the Card Account), i.e., the difference between the amount of the Credit Facility (Limit) on the one hand and the sum of the outstanding Credit Facility (Limit) and amounts of the funds blocked in the Card Account on the other. If the difference is less than zero, the Currently Available Limit shall be equal to zero. .
- “Debit Transaction”** shall mean any and all cash withdrawals, payments for goods/services made to merchants, and purchases made using a card via the Internet.
- “Digital Card”** shall mean a credit card, which is a contactless digital version of your embossed card. Digital Card can be used with smart mobile devices, such as smartphones, tablets, smartwatches etc. For more information about this card type, see the Guide.
- “Drawing”** or **“Drawdown”** shall mean the provision of Credit pursuant to the Contract.
- “Due Date”** shall mean the date on which the Client is required to repay the Credit, any part of the Credit

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principal, interest, or to make another payment to the Bank under the Contract.

“**Event of Default**” shall mean any event or situation described under Article 6.1 hereof, or an event or situation specified as an Event of Default in the Contract.

“**Exchange Rate**” shall mean an exchange rate published by the Bank and applicable to card transactions.

“**Fitbit Pay**” shall mean a service provided by Fitbit, Inc., which makes it possible for the users of MasterCard/Visa credit cards to use their smart devices, particularly smartwatches, to pay at NFC contactless terminals in regular shops. This service, including applicable terms and conditions of use, is described in detail in the Guide.

“**Garmin Pay**” shall mean a service provided by Fit Pay, Inc., which makes it possible for the users of MasterCard/Visa credit cards to use their smart devices, particularly smartwatches, to pay at NFC contactless terminals in regular shops. This service, including applicable terms and conditions of use, is described in detail in the Guide.

“**General Conditions**” shall mean the General Business Terms and Conditions issued by the Bank.

“**Google Pay**” shall mean a service provided by Google, which makes it possible for the users of MasterCard/Visa credit cards to use their mobile devices, particularly smartphones, equipped with an Android compatible system to pay at NFC contactless terminals in regular shops and to make online payments. This service, including applicable terms and conditions of use, is described in detail in the Guide.

“**Guide**” shall mean the Payment Cards Guide, a document containing additional important information about the card and its use, including the security rules, which the Bank is entitled to unilaterally amend, whereas we are required to inform you about such change in an Account statement or in another appropriate manner no less than 1 month prior to the proposed effective date of such change. This does not apply to changes that serve solely for the benefit of the Client or changes arising from any supplementation of existing banking service/product, without affecting existing fees. The Bank shall inform you about such changes immediately after they are made in a manner foreseen by the previous sentence. The Bank publishes the Guide on its website; alternatively, it is available at any Branch; it is not a Notice as defined by the General Conditions.

“**Holder**” shall mean an individual authorised to use the card pursuant to the Contract, whose name is printed on the card. The Holder may be either you or a third person authorised by you.

“**KB Klíč**” shall mean 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 documents or authorise payment transactions.

“**Notice on the Design**” shall mean the Notice on the *MojeKarta* Design that sets forth terms and conditions of personalised card designs. This notice is a Notice as defined in the General Conditions.

“**Offline Transactions**” shall mean any and all card transactions executed via electronic or mechanical devices whereby, as a rule, no funds are immediately blocked in the Card Account. The transaction is authorised locally by a payment terminal and is not accounted for until it is forwarded by the processing bank that serves the relevant point of sale where the transactions (payments) were made.

“**Online Transactions**” shall mean any and all card transactions executed via electronic or mechanical devices whereby, as a rule, changes to the current balance in the Card Account are registered immediately in the payment cards authorisation system.

“**Payment Cards Client Line**” shall mean a nonstop customer service line relating to payment cards. The Bank shall communicate to the Holder the Payment cards Client Line telephone numbers along with the card. Should these telephone numbers be changed, the Bank shall notify the Holder of such change in advance. The numbers are also available at Branches and on the Bank's website.

“**Payment to the Card**” shall mean a service that facilitates the acceptance of payments credited to the Account. The detailed characteristics of this service can be found in the Guide.

“**PIN**” shall mean a personal identification number used to identify the Holder and corroborate their authorisation to make electronic transactions using the card.

“**Rules**” shall mean the rules applied to the time order of the settlement (remittance) of debts set by the Bank and governing the sequence of settling of the Client's due debts to the Bank in case that the Client has multiple due debts to the Bank at a certain moment, provided the payment made by the Client is insufficient to cover the Client's debts to the Bank. The Bank shall publish the Rules at its Branches. Any amendment to the Rules shall come into effect as soon as the updated version of the Rules is published at the Branch.

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## Article 19. Final Provisions

- 19.1 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 if the Contract is concluded Prior to such date. However, the Contract execution, as well as any and all rights and duties arising under the Contract prior to the effective date of the Civil Code, shall be interpreted in compliance with the existing legislation.
- 19.2 Risk of changes in circumstances.** We hereby jointly assume the risk of changes in circumstances with respect to our mutual rights and duties arising from and in connection with the Contract, and we hereby exclude application of the provisions of Section 1765(1) and Section 1766 of the Civil Code to our contractual relationship established under the Contract.
- 19.3 Amendments to the Conditions.** We are entitled to amend these Conditions from time to time in the manner set forth in the General Conditions.
- 19.4 Previous version of the Conditions superseded.** These Conditions supersede the Terms and Conditions Applying to Personal Credit Cards effective as of 1 April 2019.
- 19.5 Effective date of the Conditions.** These Conditions come into effect on 4 December 2019.

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