

PRODUCT BUSINESS TERMS AND CONDITIONS FOR THE ISSUANCE AND USE OF PAYMENT CARDS

UniCredit Bank

**Czech Republic and Slovakia, a.s.,
pobočka zahraničnej banky**

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ARTICLE 1 BASIC PROVISIONS

1. The present Business Terms and Conditions for the Issuance and Use of Payment Cards (hereinafter referred to as the “Business Terms and Conditions”) are the business terms and conditions of UniCredit Bank Czech Republic and Slovakia, a.s., Želetavská 1525/1, 140 92 Prague 4 – Michle, Company Registration No.: 64 948 242, registered in the Companies Register of the Municipal Court in Prague, Section: B, File No.: 3608, UniCredit Bank Czech Republic and Slovakia, a.s., pobočka zahraničnej banky, Šancová 1/A, 813 33 Bratislava, Company Registration No.: 47 251 336, registered in the Companies Register of Municipal Court Bratislava III, Section: Po, File No.: 2310/B (hereinafter referred to as the “Bank”) and regulate legal relationships between the Bank and its Clients or, as appropriate, other persons in the issuance and use of cards in compliance with the applicable generally binding legal regulations of the Slovak Republic.
2. The legal relationships between the Bank and the Client not regulated by the Card Agreement, the present Business Terms and Conditions, Product Business Terms and Conditions for Accounts and Deposits, Business Terms and Conditions for the Provision of Payment Services or the General Business Terms and Conditions for the Performance of Banking Deals (hereinafter referred to as the “GBT&C”) shall be governed by the generally binding legal regulations applicable to the agreed contractual relationship. Together with the Pricelist, the Business Terms and Conditions mentioned in the first sentence form an integral part of the Card Agreement.
3. The Bank issues debit, credit and prepaid cards of international card associations.
4. More detailed information and instructions on payment cards are available in the Information Materials of UniCredit Bank Czech Republic and Slovakia, a.s. The information material is available at www.unicreditbank.sk or in printed form at any of the Bank’s points of sale.

ARTICLE 2 DEFINITION OF BASIC TERMS

1. Terms introduced in this Article, written in capital initial letters, used anywhere in the text of the present Business Terms and Conditions, in the Application, in the Card Agreement or any documentation connected with the Application and the Card Agreement shall have the meaning defined below in the present Business Terms and Conditions, regardless of the fact whether they are mentioned in singular or plural, unless it is expressly excluded in the present Business Terms and Conditions or in the agreements.

3D Secure – is a form of securing an online Transaction by authenticating the client in the mobile banking app (e.g., by fingerprint, facial identification, PIN code to the mobile banking app).

Authorised Payment Operation – is a payment card Transaction the execution of which has been approved by the payer. Payer’s approval of the Transaction (payment operation) by a payment card shall be granted by entering one or more of the following personalised security elements (authorisation tools):

- a) PIN code,
- b) hand-written signature,
- c) CVC code or CVV code in the case of Transactions without the presence of the Card such as MOTO Transactions, registration of the Card in NFC devices or online Transactions,
- d) 3D Secure,
- e) entering a PIN Code, using his/her fingerprint or Face ID when the NFC device is attached to the contactless payment terminal,
- f) entering a PIN Code, using his/her fingerprint or Face ID in the Bank’s mobile app,
- g) attaching the Card/NFC device to a contactless terminal or to a contactless sensor on the ATM. In the case of selected Merchants (type of Merchant: hotel, car rental, rental of yachts and other), the additional increase of the Transaction amount is also deemed an Authorised Payment Operation. In such a case, the Merchant is obliged to prove the Card Holder’s written approval of such increase.

Authorisation – means the granting of approval by the Card Holder to execute a payment operation. The Authorisation shall be irrevocable.

ATM – is a self-service electronic device with automatic verification of the Card as well as the Card Holder’s data, marked with the logo of the relevant international Card Company and enabling the Card Holder to perform cash withdrawals/deposits or other services via the Card/NFC Device using a PIN Code.

Contactless Transaction – is a payment with the Merchant, in the physical presence of the Card/NFC Device. The Contactless Transaction is conditional upon the said function of the Card as offered by the Bank. The Transaction and its Authorisation are carried out by placing the Card/NFC Device to a contactless POS terminal with a Pay Pass/Pay Wave contactless chip technology. PIN Code does not have to be entered as regards payments lower than the limit determined by the Bank.

Blocked Card – is a Card for which the authorisation for its use was suspended.

Cash Advance – is a Transaction – cash withdrawal via the Card at a Bank’s point of sale or with a Merchant who provides such type of service.

Pricelist – is the Pricelist of Bank Services for Individuals, Pricelist of Bank Services for Entrepreneurs, Pricelist of Bank Services for Companies, Pricelist of Bank Services for Private Clients and Pricelist of Products and Services of Other Companies, valid and effective in the current wording by means of Publication.

CVC, CVV – are security features used to identify the Card Holder in a card-not-present environment (MOTO and Internet).

Total Limit – is the maximum possible amount of use of funds via a Debit Card or Prepaid Card for the respective period (Daily Limit). The Total Limit is the higher of the ATM or POS limits.

Cycle – is the repeating period between two consecutive Closing Dates.

Debit Card – is an electronic means of payment issued by the Bank via which Transactions to the credit or to the debit of the Account are carried out.

Daily Limit – is the maximum amount up to which the Card Holder can carry out Transactions to the debit of the Account/Card Account via a Debit Card and/or Prepaid Card during one day. A day shall mean the time range from 00:00 to 24:00 in the territory of the Slovak Republic, regardless of the territory of the country in which the Transaction was carried out.

Due Date – is the day of a month, determined by the Bank, until when the Credit Line Holder is obliged to pay the Due Amount Instalment. The Due Date for Credit Cards with 55-day interest-free period is the 25th day following the Closing Date. The Due Date for Credit Cards with 45-day interest-free period is the 15th day following the Closing Date.

Payment Date – is the date on which the Due Amount Instalment has been credited to the Instalment Account based on the details set out in the Statement.

Closing Date – is the day as of which the Bank calculates the Due Amount for the last Cycle (i. e., for the period since the previous Closing Date), prepare and then send the Statement to the Credit Line Holder; the Closing Date for Credit Cards with 55-day interest-free period is the 25th day of a calendar month. The Closing Date for a Credit Max Card is the 9th day of a calendar month and the Closing Date for other Credit Cards is the last day of a calendar month.

Available Balance – is the amount of funds the Card Holder is authorised to use to carry out Transactions by Card.

The amount of Available Balance of

- a) a Credit Card equals to the sum of the amount of the Credit Line funds not drawn and the amount of funds credited to the Instalment Account.
- b) a Prepaid Card equals to the amount of the funds deposited to the Card Account less Fees and Transactions.
- c) a Debit Card equals to the sum of the amount of funds on the Account and the amount the Card Holder is authorised to draw based on a special agreement with the Bank.

Due Amount – is the total amount of the Transactions executed by a Credit Card, the relevant interest and any Fees for the last Cycle. The Due Amount is increased by the balance of the unpaid sum from the previous periods.

Supplementary Card – is a Card issued based on an Application and with consent of the Main Client for the Card Account and the drawdown of funds using the Supplementary Card is carried out from the Credit Line/Prepaid Credit. The Supplementary Card may be issued for a natural person aged over 15.

Card Holder – is a natural person aged over 15 in whose name and surname the Bank issues the Card upon request of the Main Client and who is authorised by the Main Client to use the Card in order to execute individual Transactions on the behalf and under the responsibility of the Main Client. If the term Card Holder is used in these Business Terms and Conditions, it also includes the Main Client, unless expressly provided otherwise herein. In special cases, the Bank may, at its own discretion and upon agreement with the Main Client, issue a Debit Card to a Card Holder aged less than 15 and over 8.

Credit Line Holder – is a contractual debtor of the Bank, namely a natural person – non-entrepreneur and/or natural person – entrepreneur and/or legal entity who asked for the issuance of the Card for himself/herself or for a third party as the Card Holder and whom the Bank has provided with the Credit Line. The term Credit Line Holder also means a Credit Line Holder – Consumer, unless provided otherwise.

Password – is the personal identification password of a Card Applicant, consisting of maximum 16 alphanumeric characters, chosen by the Card Applicant and by use of which he/she proves his/her identity along with meeting other conditions.

Main Client – is a natural person (entrepreneur or consumer) and legal entity with whom the Bank entered into a Card Agreement (together with the Card Holder, hereinafter referred to as the “Client”). An Account Owner shall also mean the Main Client.

Cash Limit – is the maximum amount of finances which may be used by each Card Holder when executing cash Transactions during a specified period. Unless determined otherwise by the Bank or agreed otherwise with the Credit Line Holder, it shall apply that the Credit Card Cash Limit available during the period of one Cycle corresponds to 25 % of the Credit Line.

Gross Negligence – is the breach of any obligation by the Card Holder referred to in Article 3(2), (5), (7), (14), (16), (18), (19), in Article 6(1), (2), (14), in Article 8(2), in Article 9(1), (2) of these Business Terms and Conditions.

Infoline – is the Bank’s telephone line for Card Holders, or for those interested in issuing a Card, through which:

- a) advice is provided on these Terms and Conditions;
- b) the Card Holder is authorised to perform certain Card-related transactions in relation to the Bank;
- c) the Credit Line Holder is entitled to transfer funds from the Card Account under the terms and conditions set by the Bank.

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- (c) the Credit Line Holder is entitled to transfer funds from the Card Account under the terms and conditions set by the Bank.

Card – is a common name for a Debit Card, Credit Card and Prepaid Card.

Card Account – is designated solely for clearing of individual Transactions performed by a Card issued thereto when drawing the Credit Line or Prepaid Credit, including the interest, fees and payments of the Due Amount Instalments or top-up of the Prepaid Credit (for the purposes of clearing of Transactions hereinafter referred to as the “Clearing Account”).

Credit Card – is an electronic payment instrument issued by the Bank, for which the Bank provides a Credit Line. A Credit Card enables the Card Holder to execute cashless and cash Transactions to the credit or to the debit of the Card Account.

Account Owner – is a natural person or legal entity in whose name or business name the Account stands; the term Account Owner also means an Account Owner – Consumer, unless provided otherwise.

Minimum Instalment – is an amount determined by the Bank and expressed as a fixed amount or percentage of the Due Amount or the amount of the Credit Line which the Credit Line Holder is obliged to pay to the Bank once a month, no later than on the Due Date. The Bank shall notify the Client of the amount of compulsory minimum instalment and its exact due date also by means of a Statement.

MOTO Transaction – is a Transaction made on the basis of telephone or written consent of the Card Holder (mail order/telephone order) or made by manually entering the Card number, expiry date, CVV/CVC, without the physical presence of the Card.

Replacement Card – is a Card with limited validity, issued by the Bank to the Card Holder in the case of loss, theft, damage or non-delivery of the original Card.

Unauthorised Payment Operation – is a payment operation which does not meet any of the particulars of the Authorised Payment Operation.

NFC Device – is a device equipped with a technology enabling the execution of a Contactless Transaction and an app supported by the Bank, which enables payment operations (mobile phone, watch, tablet or other devices).

In connection with the execution of Transactions via the Bank-supported app and NFC Device, the Card Holder is obliged to:

- a) prevent other persons from accessing the Payment App and the NFC Device, in particular by using the security features of the NFC Device and the Payment App (not to allow another person to register his/her own security features for protected access to the NFC Device or the Payment App, such as PIN Code, biometric data, etc.).
- b) protect the security features in the NFC Device and the Payment App, in particular not to disclose or make available the security features of the NFC Device and the Payment App to any other person.
- c) not allow the Payment App and the NFC Device to be used by another person to perform Payment Operations.
- d) protect the NFC Devices from loss, theft, damage and misuse.
- e) notify the Bank of the loss, theft, damage or misuse of the NFC Device or misuse of the Payment App.

Carrier – is a written document sent to the Card Applicant with which the Card is sent and which contains practical instructions for activating the Card, telephone contacts for blocking the Card and other information about the services.

Merchant – is an entity accepting Cards/NFC Devices as means of payment for execution of payment for delivery of goods or services.

Renewed Card – is a Card issued upon expiry of the original Card with new validity date.

Trademark Logo – is the logo of the Mastercard card company with indication of the Mastercard Secure Code and the VISA card company with indication VISA Secure that are used when paying for goods or services in the online environment.

PIN Display – is the Bank’s service enabling the Card Holder to view the PIN Code for the Card via the Bank’s online or mobile banking, which enables this. In this case, the PIN Code shall not be sent to the Card Holder in paper form.

PIN Code – is a numerical code notified solely to the Card Holder, which enables his/her identification when using the Card in electronic scanning devices (ATMs and POS terminals). Entering a PIN Code is considered a clear consent to execute an Authorised Payment Operation. In the case of a Renewed Card due to expiration, the client shall not receive a new PIN Code.

The PIN for the card can be sent to the client via the Bank’s mobile app or can be selected by the client in the Bank’s mobile app.

The Card Holder may change the PIN Code for the Card through the Bank’s ATM network, provided that the ATM allows this function. The PIN Code can also be changed via the Bank’s mobile app, if the Bank offers such a service.

Fees – are the fees determined in the Card Agreement, other agreements, the present Business Terms and Conditions, GBT&C and in the Pricelist, charged by the Bank according to the Pricelist valid on the day of executing the charged act, unless agreed otherwise between the Bank and the Main Client.

POS Terminal – is an electronic device located at the Merchant that enables the Merchant to accept Cards/NFC Devices for non-cash authorised payments, unless otherwise stated in these Business Terms and Conditions.

Acknowledgement – is an acknowledgement of conclusion of the Card Agreement and/or acknowledgement of acceptance of Supplementary Card Issuance Application. Acknowledgement is part of the Card Agreement. It does not apply to the Debit Card.

Prepaid Card – is an electronic means of payment issued by the Bank via which cash and cashless Transactions to the credit or to the debit of the Card Account are carried out without the need for opening a Current Account. The Card Holder draws funds topped up to his/her Card by a deposit or transfer to the Card Account. The Card Holder is obliged to identify the payment for topping up the Prepaid Credit with the number of the Instalment Account and with a variable symbol, i. e., the last 10 digits of the Card number.

Prepaid Credit – is the amount of funds credited by the Card Holder to the Instalment Account. The Card Holder is obliged to top up the Prepaid Credit at least once a year, in the minimum amount of EUR 20. The mandatory minimum balance on the Card is EUR 5. The Prepaid Credit is credited to the Card Account no sooner than on the next business day after the payment to the credit of the Instalment Account. A necessary prerequisite is entering correct data for payment of the Prepaid Credit; otherwise, the Bank shall not credit the Prepaid Credit.

Rules for Complaints – shall mean the Bank's regulation, governing the procedure of accepting, registering and handling complaints, which the Bank is entitled to change; the Bank shall inform the Client about any changes thereof by means of Publication. Rules for Complaints are part of the Card Agreement.

Complaints Protocol – is a form of the Bank on which a complaint concerning a Transaction executed by Card is submitted.

Due Amount Instalment – is a regular monthly instalment of the Credit Line drawn. The amount of individual monthly instalments is optional; however, the Credit Line Holder is obliged to pay the Due Amount Instalment at least in the amount of the Minimum Instalment. A Due Amount Instalment means only a payment of the Due Amount to the Instalment Account, specifying the variable symbol (the last 10 digits of the Credit Card).

Credit Card Instalment Account – is an account of the Bank to the credit of which the Due Amount Instalment is paid no later than on the Due Date, but at least in the amount of the Minimum Instalment determined by the Bank.

Prepaid Card Instalment Account – is an account of the Bank to the credit of which the Card Holder makes payments to top up the Prepaid Card. Topping up the Prepaid Credit via the Slovenská pošta postal money order and via a cross-border payment transfer is not admissible.

Token – is a unique numerical code for a particular NFC Device, generated for a payment card after it has been successfully added to the app. Token contains all the Card settings (the Card limit and balance).

Transaction – is any payment operation made by the Card.

Online Transaction – is a Transaction made by manually entering the Card number, expiration date and CVV, or CVC and 3D Secure without the physical presence of the Card online.

Transaction Limit – is the permitted number of Transactions for cash and non-cash Transactions that the Client is entitled to draw via the Card. The Bank is entitled to change the Transaction Limit upon agreement with the Account Owner or the Main Card Holder. The Bank is entitled to unilaterally reduce this limit or change its division into a cash and non-cash Transaction limit and notify the Client of the change. We provide information about the Transaction Limit to the Client in the Card Agreement.

Account – is a Current Account held with the Bank in the name of the Account Owner, for which a Debit Card is issued (for the purposes of clearing of Transactions hereinafter referred to as the "Clearing Account").

Publication – is the disclosure of a document or information in the publicly accessible Business Premises and/or through the Electronic Banking Services and/or on the website of the Bank and/or in another suitable form agreed with the Client.

Credit Line – is the amount of the approved revolving loan provided by the Bank to the Credit Line Holder, which is recorded in the relevant Card Account and which may be drawn by using the Credit Card.

Virtual Card – is a debit or credit card, which is in the form of an electronic card placed in the Bank's mobile app and which is not in the form of a plastic card. If a virtual card and a plastic card are issued, both types of such card have the same number, the same validity and the same CVC/CVV code.

In the case of a Virtual Card, the Card is sent to the Card Holder via the Bank's mobile app.

Statement – is a report on clearing for the last finished Cycle (as regards Credit Cards) or calendar month (as regards Prepaid Cards), containing in particular a written list of Transactions and Fees and, as regards Credit Cards, interest.

Pay Point – is a VISA or Mastercard member bank or an exchange office authorised under contract with a member bank to make Cash Advances.

Act on Banks – is Act No. 483/2001 Coll. on Banks and on amendment and supplementation of certain acts as amended.

Application – is a Card Issuance Application, which is part of the Card Agreement. The Client may apply for a change to the Card and submit his/her request through the Card Change Application.

Card Applicant – is a person who has submitted the Application.

ARTICLE 3

CARD ISSUANCE TERMS AND CONDITIONS

1. The Bank issues the Card always in the name of the Card Holder.
2. The Card is owned by the Bank, it is non-transferable, unless provided otherwise, and the Card Holder is not authorised to allow another party to use the Card issued in the Card Holder's name. The Bank shall have the right to request that the Card be returned during the validity or after the expiration thereof, also without giving reasons. The condition of returning the Card to the Bank does not apply to the Virtual Card.
3. The Card Applicant submits a proposal to the Bank for conclusion of a Card Agreement (hereinafter referred to as the "Card Agreement") by way of the Application. The Card Agreement arises upon acceptance of the Application by the Bank as regards Debit Cards and Prepaid Cards and upon approval of the Application by the Bank as regards Credit Cards.

4. There is no legal entitlement for the issuance of a Card. As regards Credit Cards, the Bank does not notify the reasons for rejecting the Application.
5. In the Card Application, the Card Applicant is obliged to provide all correct, true and complete identification data, including the data of individual Card Holders, which are necessary for the issuance and use of the Card. The Card Applicant shall be liable for the damage suffered by the Bank due to the provision of false or inaccurate data.
6. When evaluating the Application, the Bank is entitled to verify the authenticity and content of documents as well as any data submitted therein and to require also further information on the Card Applicant from other sources.
7. The Card Applicant is obliged to choose a Password in the Application, which will be used for the Card Holder's communication with the Bank, on the basis of which the Card Applicant can be provided with information about his/her products. For the Credit/Prepaid Card, it is also used to access e-mail Statements. The Card Holder is obliged to keep the Password confidential. The Bank is not liable for losses and damage due to misuse of the Password.
8. The Bank shall inform the Card Applicant about approval or rejection of the Application. The Bank does not notify the reasons for rejecting the Application. Where the Application is approved, the Bank shall deliver an Acknowledgement of conclusion of the Card Agreement to the Card Holder. If the Main Card Holder asked the Bank for the issuance of a Supplementary Card for the Supplementary Card Holder, the Bank shall, upon approval of the application for Supplementary Card issuance, deliver such a Card directly to the Supplementary Card Holder together with the Acknowledgement. This provision shall not apply to Debit Cards.
9. The Main Client is entitled to ask the Bank for the issuance of Card for a third person, thereby also authorising such a person
 - to dispose of the Available Balance via the Card;
 - to ask for Card blocking, PIN Code reprinting, PIN Code change via an ATM, Card cancellation, change of name on the Card, Card limit reduction, Replacement Card issuance and change in Card delivery. The Main Client is liable for any damage suffered by the Bank in relation to the use of a Card thus issued. This shall be without prejudice to the statutory liability of a third party.
10. As regards Debit Cards and Prepaid Cards, the Bank shall determine, based on data provided in the Application or in the Card Agreement and based on the evaluation of the Card Applicant, the amount of the Daily Drawdown Limit for every Card issued for the Account/Card Account.
11. The Bank is entitled to change the limit, including its division into cash and cashless (including Online and Contactless) Transactions, during the Card validity, even for a definite period of time either individually towards individual Card Holder as well as towards all Card Holders, in particular in the case of change of their assets or their reliability and solvency or due to change of the Bank's business policy justified by a change of the market conditions, and the Bank shall thus inform the Card Holder of this fact. The Card Holder is obliged to comply with the Daily Limit; otherwise, the Card Holder shall be liable for any damage caused by violating this obligation.
12. The Bank shall issue the Card within a period according to commercial usage following the conclusion of the Card Agreement. The Bank shall deliver the Card in a manner agreed in the Card Agreement.
13. Where, upon the Card issuance, the Account Owner / Credit Line Holder / Card Holder agrees on handover of the Card and the PIN Code in person at the relevant point of sale of the Bank, the Account Owner / Credit Line Holder / Card Holder shall collect the Card together with the PIN Code in an agreed manner no later than three months after the Bank informs the Card Holder about the Card issuance. Upon the expiry of this period, the Bank shall devalue the Card; the contractual relationship under the Card Agreement shall terminate on the last day of the period under the preceding sentence.
14. Upon collecting the mail with the Card and/or mail with the PIN Code, the risk of damage shall pass on to the Card Holder. When collecting the mail, the Card Holder is also obliged to check whether it is intact. If the mail appears to be damaged, the Card Holder is obliged to request confirmation of damage to the mail from the carrier and immediately inform the Bank of this fact.
15. The Main Client is liable for the Card Holder being duly informed of these Business Terms and Conditions at the time of collecting/delivering the Card, in particular of the principles of secure use of the Card.
16. The Bank delivers a PIN Code only to the Card Holder. Immediately after collecting a mail containing a PIN Code and learning the PIN Code, the Card Holder is obliged to immediately destroy the mail. The Card Holder is obliged not to record the PIN Code in any form and not to keep it in any manner whatsoever. The Card Holder is obliged to prevent disclosure of the PIN Code.

Physical sending of a mail containing a PIN Code is not necessary if the Card Holder has the Bank's mobile app, through which the Bank shall notify the Card Holder of the PIN Code via the PIN View option.
17. If the Card Holder forgets the PIN Code assigned to his/her Card, he/she may ask the Bank for reprinting the PIN Code. If the Card Holder forgets the PIN Code again, the Bank is entitled to reject the reprinting of the PIN Code for security reasons.
18. The Card Holder is obliged to sign the Card in his/her own handwriting immediately upon receipt of the Card on the signature strip on the Card, if the Card contains a signature strip. The signature of the Card Holder is used, depending on the type of the Card, to authorise Transactions made using the Card. The Main Client shall be liable for complying with this obligation as well as for the potential consequences of non-complying with the obligation.
19. The Card Holder is obliged to inform the Bank of the address, telephone number and e-mail through which the Bank shall communicate with the Card Holder and to inform the Bank without undue delay about any change of these data. If the Card Holder fails to provide the Bank with such information, the service and notification made to the last known address or to the last known telephone number or e-mail shall

be deemed as duly carried out. If the Card Holder fails to comply with this obligation, the Bank may suspend, change or cancel individual authorisations for execution of Transactions by Card.

20. Within automatic exchange, the Bank is entitled to issue a different Card for the Card Holder due to termination of a particular Card type production, extension of the Card functionality or conversion to Cards with higher safety level. The Bank shall inform the Main Client about such fact without undue delay by means of Publication in order for the Main Client to be able to acquaint himself/herself with this information and eventually to refuse issuance of a different Card. If the Main Client fails to do so in a period specified by the Bank, it shall be understood that he/she agrees with the Bank's procedure.
21. The Bank can issue Supplementary Cards to the existing Card Account. The amount of the Supplementary Card Credit Line/Prepaid Credit is identical with the amount of the Main Card Credit Line/Prepaid Credit.

ARTICLE 4

CREDIT CARD CREDIT TERMS AND CONDITIONS

1. Based on the Card Agreement, the Bank shall open a Card Account where the Bank's receivable is recorded as well as the corresponding liability of the Credit Line Holder arising from the drawdown of the Credit Line.
2. The Bank shall determine the amount of the Credit Line based on the evaluation of documents presented by the Card Applicant. The evaluation shall be carried out according to the internal rules specified by the Bank. At any time during the validity of the Card Agreement, the Bank is entitled to review the reliability and solvency of the Credit Line Holder and to change the amount of the Credit Line.
3. The Bank shall have the right to propose an increase of the Credit Line to the Credit Line Holder by phone or in writing. If the Credit Line Holder accepts the Bank's proposal in the manner presented to him/her, the Bank shall authorise the drawdown of an increased Credit Line, thereby changing the Card Agreement.
4. If the amount of the authorised Credit Line is exceeded, the Bank is entitled to block and/or cancel the Cards issued for the Card Account.
5. The Bank shall prepare a Statement for the Credit Line Holder, where the Minimum Instalment and the total Due Amount from the Credit Line as of the Closing Date are calculated. Failure to deliver a Statement shall not relieve the Credit Line Holder from his/her obligation to pay the Minimum Instalment. The Credit Line Holder can be informed about the amount of the Minimum Instalment through the Infoline or other electronic banking services.
6. The Credit Line Holder undertakes to pay, unless the Card Agreement provides for otherwise, the Minimum Instalment calculated as of the Closing Date always no later than the next Due Date, but no sooner than one day after the Closing Date.
7. A Due Amount Instalment is paid in time if credited to the Instalment Account no later than on the Due Date, stating the correct variable symbol, i. e., the last ten digits of the Card Number. The Credit Line Holder is entitled to pay the Due Amount by cash deposit or cashless transfer of funds from another account to the credit of the Instalment Account or by SEPA Direct Debit (hereinafter referred to as the "direct debit"). Payment of a Due Amount Instalment via the Slovenská pošta postal money order and via a cross-border payment transfer is not permitted.
8. Where the Due Date falls on a day which is not a banking day, the Credit Line Holder is obliged to pay the Due Amount Instalment no later than on the following banking day after the Due Date.
9. If the Credit Line Holder asks for repayment of the Due Amount by direct debit, he/she is obliged to make sure that there are enough funds on his/her Current Account with respect to which the Credit Line Holder granted his/her consent to the SEPA Direct Debit (direct debit account) to the Bank in the Application, necessary to execute the direct debit of the Due Amount Instalment. If the Due Amount Instalment is paid by direct debit, the Credit Line Holder's financial liabilities are due in a cashless form to the debit of the Credit Line Holder's Current Account (direct debit account) with no further order of the Credit Line Holder, in the first order of his/her payments. The Bank is entitled to execute direct debit of the Due Amount Instalment from the Current Account of the Credit Line Holder. The Bank shall not execute partial payment of the Due Amount Instalment by direct debit (e.g., due to a lack of funds on the direct debit account). In order to execute direct debit, the Credit Line Holder must make sure that there are enough funds on his/her Current Account on the day immediately preceding the Due Date.
10. Upon repaying the Due Amount Instalment, the Bank shall renew the Credit Line on the date of crediting the Due Amount Instalment, but no later than on the next business day after the date of crediting the amount to the Instalment Account, up to the amount of the agreed Credit Line reduced by the outstanding Due Amount and by the Transactions and Fees processed in the period between the Closing Date and the payment date. If the Client determines the method of repayment of the amounts due by debiting the account by the Bank (direct debit) and there are more than two failures to repay by debiting the Main Card Holder's account by the Bank, the Bank is entitled to change the method of repayment to repayment by credit transfer.

11. For the drawdown of the Credit Line funds, the Credit Line Holder – Non-Consumer undertakes to pay the Bank interest determined based on the Interest Rate Published by the Bank. The Bank shall inform the Card Holder – Non-Consumer about changes of the Interest Rate for determining the interest and default interest by Publication. The Bank shall inform the Credit Line Holder – Consumer of any change in the Interest Rate in paper form or on any other durable medium available to the Consumer at least 15 days prior to the effective date of such change. In the case of change of the Interest Rate, the Credit Line Holder – Consumer is entitled to terminate the Card Agreement. A notice of termination of the Card Agreement must be served upon the Bank in writing no later than on the day preceding the Date of Effect of the change of the Interest Rate. Should the Credit Line Holder – Consumer fail to terminate from the Card Agreement within the period under the preceding sentence hereof, then he/she agrees to and is bound by the respective change of the Interest Rate.
12. The Bank calculates the interest on the Closing Date as follows:
 - a) as regards payment of the full Due Amount no later than on the Due Date, the Bank charges no interest;
 - b) as regards payment of an amount lower than the Due Amount no later than on the Due Date, the Bank charges interest on the outstanding Due Amount from the Due Date until the date of the following payment.
13. The Bank calculates the default interest on the Closing Date as follows:
 - a) as regards payment of an amount lower than the specified Minimum Instalment no later than on the Due Date, the Bank charges a default interest on the amount equal to the difference of the Minimum Instalment and the amount actually paid, namely for a period from the Due Date until the date of payment of the Minimum Instalment;
 - b) if the Credit Line Holder fails to repay the Due Amount Instalment as of the Due Date at all, the Bank charges a default interest on the amount equal to the Minimum Instalment, namely for a period from the Due Date until the date of payment of the Minimum Instalment.
14. As regards payment of an amount higher than the Due Amount, the Bank shall not charge interest on the Card Account credit balance.
15. The Credit Line Holder grants his/her consent to the Bank to debit the funds amounting to the Due Amount or part thereof (the Bank's right to execute direct debit) from any Credit Line Holder's Account held with the Bank if the Due Amount is not repaid in a due and timely manner.
16. Unless the Bank provides otherwise, first the interest and charges of the Bank's receivables and, afterwards, the principal shall be offset against the Credit Line Holder – Non-Consumer's receivables. The Bank has also the right to offset such mutual receivables, some of which is not due yet or is limited, as well as receivables which any of which cannot be enforced at court.
17. The Bank is entitled to claim security for its receivable created by drawing down the Credit Line in a form agreed by the Parties depending on the amount of the provided Credit Line, namely by creating a pledge or blockage with respect to the financial deposit on an account in favour of the Bank. If the Bank requires a security for the Credit Line, the Card Applicant is obliged to create the required security prior to the physical issuance of the Card.
18. Where the Credit Line Holder is a legal entity, the Card Holder shall collect the Card on behalf of the Credit Line Holder.
19. A credit card applicant – natural person – non-entrepreneur – may request, through the Card Balance Transfer (CBT) service, from the Bank refinancing of credit granted through a Credit Card by another bank or a non-bank lender entity who is the user of the Non-Bank Register of Client Information (NRKI) (hereinafter referred to as "another bank"). Based on the Card Agreement, the Bank shall transfer the requested volume of funds from the granted Credit Line to an account used for payment of the outstanding amount from the credit granted through a Credit Card by another bank, specified in the submitted statement of the credit card issued by another bank.
20. The Credit Card applicant may ask the Bank for transfer of funds from the provided Credit Line to an account in the bank or in another bank in the territory of the Slovak Republic via the Infoline or via Online Banking. In such a case, the limit for transfer of funds is up to 30 % of the Credit Line granted by the Bank within one Cycle. Under the Card Agreement, the Bank shall transfer the required volume of funds from the provided Credit Line to the Credit Line Holder's account specified by him/her.

ARTICLE 5

CARD ACTIVATION, CARD VALIDITY

1. The Client is obliged to initiate the activation of each issued Card upon its delivery, in the manner indicated on the Card Carrier, no later than 120 days from the date on which the Bank received the agreement proposal. The Bank shall perform the activation as soon as possible, but no later than the next business day.
2. The Card is issued for a period specified by the Bank. The Card shall expire by the lapse of the last day of month in the year indicated on the Card. In the case of the Virtual Card, the Client has this date available in the Bank's mobile app. The Client is entitled to use the Card only until the expiry of this date.
3. In the last month of the Card validity, the Bank shall automatically issue a Renewed Card valid for another period. The Bank shall not automatically issue a Renewed Card, provided the Main Client informs the bank, no later than 6 weeks prior to the expiry of the Card, that he/she is not interested in the Renewed Card. At its own discretion, the Bank is entitled not to issue the Renewed Card. The automatic issuance of a Renewed Card does not occur if the Card is permanently blocked or if the Card has not been activated.
4. In the event of mechanical damage to the Card, or loss or theft of the Card, the Bank shall issue a Replacement Card or a new Card to the Card Holder at his/her request. For the production of a Replacement Card or a new Card, the Bank is entitled to charge a fee according to the Bank's Pricelist.

5. The Card expires:
 - a) when the period for which the Card was issued expires;
 - b) when the Card is permanently blocked;
 - c) when the Card is returned to the Bank;
 - d) when the Card is accidentally deteriorated (mechanical damage to the Card, etc.);
 - e) when the Card Agreement is terminated.
6. The Bank shall not be liable for any damage incurred due to misuse of the Card after its expiry or after termination of the Client's contractual relationship with the Bank, and the Client shall be obliged to compensate the Bank for any damage without undue delay.

ARTICLE 6 CARD USE

1. The Card Holder shall have the right to use the Card only during its validity. The Card may no longer be used after its expiry date. The Card Holder is obliged to devalue the Card after its expiry by cutting through the chip and the magnetic strip (if the Card contains it). The Main Client is liable to the Bank for discarding all Cards issued for his/her Account, regardless of whom the Card was issued to and who the Card was used by. In the last month of the Card validity, the Bank shall automatically issue a Renewed Card valid for another period.
2. The Card Holder is obliged to comply with all the necessary measures to prevent misuse of the Card, in particular to keep the Card in a safe place separate from personal documents, identity documents and protect it from mechanical damage and from any influence that could break the magnetic strip of the Card and/or damage the chip on the front of the Card. Other measures to maintain security are provided in the Manual for Payment Card Holders, which forms part of the Card Agreement. The Card Holder is liable for the method of submitting the Card/NFC Device to the Merchant when paying for goods and services, especially, as the case may be, he/she may not allow losing visual control over the Card when using it; the Main Client is fully liable for any losses suffered by the Main Client and/or the Bank due to the breach of the obligations above by the Card Holder.
3. As regards Authorised Payment Operations, the Bank shall permit the Transaction.
4. If the Card is damaged, the Card Holder is obliged to inform the Bank of this fact without undue delay and to discard this damaged Card. Upon request of the Card Holder or the Account Owner, the Bank is entitled, at its own discretion, to issue a Replacement Card. The Account Owner is fully liable for the damage suffered by the Account Owner and/or the Bank due to the mentioned obligations by the Card Holder.
5. If an incorrect PIN code of a Transaction is entered more than three times during one day, the Card functionality may be automatically provisionally restricted for security reasons (suspected Card misuse). If this last Transaction is executed via an ATM, the Card may be retained by the ATM.
6. For Transactions, the Bank may set a maximum Transaction Limit. The Bank may suspend, change or cancel individual authorisations for execution of Transactions by Card. The Bank shall also have the right to exclude some types of Transactions by Card and the Bank shall inform the Card Holder or other persons concerned (e.g. the Merchants) of its decision or the Bank shall Publish such a decision.
7. The Card Holder is entitled to dispose of the funds on the Account by Card only up to the amount of the authorised limit for Card use, agreed in the Card Agreement, however, up to no more than the amount of the Available Balance on the Account.
8. When using the Card to withdraw cash via ATMs, the Card Holder authorises the Transaction by entering the PIN Code. As regards Cash Advances at Pay Points, the Card Holder is obliged to submit, besides his/her Card, also his/her valid identity document and authorise the Transaction using the PIN Code or his/her signature. As regards cashless payments for goods and services with Merchants, the Card Holder authorises the transaction either by entering the PIN Code or signing a proof of the Transaction made in line with the specimen signature on the Card or by placing the Card/NFC Device to a POS terminal. By the authorisation under the preceding sentence, the Card Holder confirms the content and amount of the Transaction made by the Card. If the exact amount of the Transaction is not known at the moment when the Card Holder grants his/her consent to the execution of the Transaction, the Bank may block the funds on the Card Holder's Account upon the Merchant's request in an amount specified by the Merchant. After clearing the Transaction, the Bank shall release the remaining amount of the blocked funds.
9. Upon the Merchant's request, the Card Holder is obliged to present a valid identity document to identify himself/herself. The Card Holder notes that the Merchant is entitled to retain a Blocked, Cancelled or invalid Card.
10. The Bank shall bear no liability for damage suffered by the Card Holder due to the Merchant's rejection to accept the Card. The Bank shall bear no liability for the extent and quality of goods and services paid by the Card.
11. The Card Holder shall not use the Card for purposes that contradict or circumvent the law, including purchase of goods and services prohibited by law.
12. If the Card Holder does not receive the required cash when withdrawing cash from an ATM despite the fact that the Transaction has not been rejected or if the ATM retains the Card, the Card Holder is obliged to inform the relevant bank operating the ATM or the Bank of this fact without undue delay.
13. As regards the purchase of Additional Services, such legal relationship shall be governed by the terms and conditions of a special agreement concluded between the Card Holder and an entity providing the relevant additional service.

14. The Card Holder can carry out Online Transactions only on such websites that bear the Trademark Logo and are secured by 3D Secure. If the Card Holder executes a Transaction on a website not bearing the Trademark Logo, he/she notes that the Bank cannot make sure that the Card data are secure and that these data may be misused.

ARTICLE 7 CLEARING THE TRANSACTIONS

1. The Bank shall clear any Transactions executed by Cards to the debit of the Clearing Account no later than the next business day following the receipt of the accounting report of executing such a Transaction. For the period from executing the Transaction until clearing the Transaction, the Bank is entitled to create a reserve of funds for the entire amount of the Transaction on the Clearing Account.

If a Transaction made by payment card is displayed in the Bank's systems as well as in electronic banking as reserved on the account, the Transaction can no longer be cancelled by the Bank.

2. Any cash and cashless international Transactions made by VISA and Mastercard Cards shall be converted at the card companies' exchange rate from the original currency to settlement currency EUR. If the Card Holder's Account currency is other than EUR and also the Transaction is executed in a currency other than the Account currency, the Banks shall convert the amount given by the international card system, denominated in the EUR clearing currency, to the currency of the Clearing Account at the rate of foreign exchange - purchase valid in the Bank on the date of clearing the Transaction in the Bank's system. This rate is provided in the Account/Card Account statement.
3. Exchange rate differences occurred due to different rates on the date of executing the Transaction and on the date of clearing the Transaction shall be debited from or credited to the Clearing Account.

If the Merchant credits the account with the amount of the Transaction that was executed in a currency other than euro, the amount credited to the account may be different from the amount originally debited due to the application of a different exchange rate in the settlement of the refunded Transaction.

4. The Bank shall inform the Account Owner about the Account balance and about the executed and cleared Transactions by way of an Account statement, in a manner and at intervals agreed in an agreement under which the Account is maintained.
5. The Bank shall inform the Credit Line Holder as regards credit cards/Main Card Holder as regards Prepaid Cards about the executed and cleared Transactions by way of a Statement, in electronic form once a month or in printed form always following the Closing Date. The Bank does not send the Statement following the declaration of an early maturity of the Credit Line and if no operations were made on the Card Account and, at the same time, the Client's due amount is zero. The Statement contains particularly the following information:
 - a) Card Holder's identification;
 - b) Card type;
 - c) date of preparation of the Statement;
 - d) as regards Credit Cards only, the due date of the Due Amount;
 - e) as regards Credit Cards only, the amount of the mandatory Minimum Instalment;
 - f) as regards Credit Cards only, the total Due Amount equal to the sum of the amount of:
 - I. funds drawn from the Credit Line;
 - II. interest and Fees and the funds drawn beyond the Available Balance (unauthorised overdraft);
 - g) as regards Credit Cards only, the Due Date of the Minimum Instalment;
 - h) identification of individual Transactions made for the last Cycle with details (date and place, original amount of the Transaction);
 - i) the initial and final balance on the Card Account following the clearing of all Transactions provided in the Statement;
 - j) the Credit Card Instalment Account number or the Prepaid Card Instalment Account number and variable symbol;
 - k) as regards Credit Cards only, the Debited Amount;
 - l) the abbreviated Card number.

6. The Main Client is obliged to make sure that there are enough funds on the Account/Card Account necessary for clearing individual Transactions and the associated Fees.
7. The Bank is entitled to debit from the Clearing Account Fees on their Due Date determined by the Bank as well as all potential costs, losses and damage suffered by the Bank in relation to the use of the Card issued for the relevant Account, in particular due to non-compliance with or violation of obligations of the Card Holder arising from these Business Terms and Conditions or the GBT&C.
8. Where the Account Owner fails to make sure that there are enough funds on the Account for which the Card has been issued and Transactions by Card and/or valid Fees and other costs, losses and damage incurred in relation to the use of the Card are debited from the Account, causing unauthorised overdraft of the Account, the Account Owner is obliged to settle the unauthorised debit balance thus created on the Account within a deadline specified by the Bank in a notice and pay the Bank debit interest on overdraft, namely from the moment of the overdraft until its settlement; the amount of the debit interest on overdraft is Published by the Bank. Also, in the event of the debit balance thus created, the Bank is entitled to block the Cards issued for the Account or terminate their validity early.

ARTICLE 8 COMPLAINTS

1. Upon obtaining an Account statement/Statement concerning a Credit Card and Prepaid Card, the Main Client is obliged to check all cleared Transactions. If the Main Client declares any of the Transactions to be unauthorised or incorrectly executed, he/she is obliged to present the Bank, without undue delay, with a written complaint about the relevant Transaction.
2. If the Card Holder receives an informative SMS, to the mobile phone number provided by him/her, about a Transaction by Card and he/she is not aware of having authorised such a Transaction, the Card Holder is obliged to immediately ask the Bank to block the Card.
3. When making a complaint, the Main Client is obliged to provide the Bank with all the relevant information about the Transaction he/she complains about.
4. The conditions for filing complaints, the procedures for handling complaints and the deadlines for handling complaints are governed by the Rules for Complaints.
5. The Bank does not address disputes between the Merchant and the Card Holder which occurred during payment of the price of goods or services by Card. In the event of failure to deliver the goods or services by the Merchant, the Card Holder may ask, through the Bank, for refund of the Transaction amount.
6. When addressing complaints about cleared Transactions, the Bank shall comply with the generally binding legal regulations applicable in the territory of the Slovak Republic and with the card companies' binding rules for resolving disputed Card Transactions.
7. The Bank shall not accept a complaint about a Transaction which is identified as unauthorised by the Card Holder as justified, in particular if there has been a Gross Negligence on the part of the Card Holder or the Bank finds out that the Transaction has been authorised.
8. The Card Holder – Consumer shall bear a loss up to EUR 50, which is related to an Unauthorised Payment Operation and caused by using a lost or stolen Card or misusing a Card by an unauthorised person due to the Card Holder's negligence when providing security elements, unless other provisions of these Business Terms and Conditions provide otherwise. The Card Holder – Non-Consumer shall bear such a loss in full.
9. The Card Holder shall bear all losses related to Unauthorised Payment Operations, provided they have been caused by his/her fraudulent conduct, intentional non-compliance with one or more obligations under these Business Terms and Conditions or non-compliance with one or more obligations under these Business Terms and Conditions due to his/her Gross Negligence.
In such a case, the provision of the preceding clause shall not apply.
10. If the Main Client fails to file a complaint towards the Bank within a deadline specified by the Rules for Complaints, then he/she agrees with the executed Transactions and with the data provided in the Statement and his/her claims to compensation for potential damage are extinguished.
11. The Bank is not liable for refusing to execute a Transaction by Card by a Merchant, Bank, currency exchange office, ATM or otherwise, and it bears no liability for damage suffered by the Card Holder due to force majeure circumstances.
12. Complaints relating to cash withdrawn under Cash Advance services must be lodged immediately upon receipt of the cash, in the first instance with the relevant Merchant or bank or exchange office.

ARTICLE 9 CARD/TOKEN LOSS, THEFT, BLOCKING

1. The Card Holder is obliged to inform the Bank, without undue delay, of any loss, theft or unauthorised use of the Card, namely in person at any point of sale of the Bank or via the Infoline. Personal announcement means such an announcement about which a record is prepared in the Bank. The Card blocking and unblocking service is available to the Card Holder continuously. The Bank recommends that the Card Holder report, due to potential Card misuse, the Card loss/theft to a law enforcement authority immediately after becoming aware of the fact.
2. As regards requests for Card/Token blocking by phone, the Card Holder is obliged to provide data according to which the Card can be clearly identified (the Card Holder's name and surname, the Card number or the Account number, the Card type, the Bank's name, Password, if agreed between the Bank and the Card Holder, phone number for potential retrospective verification). The Card Holder shall never disclose his/her PIN Code.
The Card Holder also has the option to temporarily block the Card via online banking. This service does not replace the permanent blocking of the Card due to loss, theft or suspected misuse of the Card. If the Card Holder suspects that the Card has been misused, he/she is obliged to have the Card permanently blocked via the Call Centre or at a branch of the Bank.
3. After blocking the Card, no payment via a Token can be executed.
4. The Bank is entitled to block the Card without the Main Client's or Card Holder's consent:
 - a) in the event of threat to the Card's security;
 - b) in the event of suspected unauthorised or fraudulent use of the Card;
 - c) in the event of increase risk of the Main Client's insolvency;
 - d) if, by executing the Transaction by Card, the Credit Line or the authorised Cash Limit or the authorised Daily Limit is exceeded or the balance of funds on the Account/Card Account falls below the determined minimum balance or causes an unauthorised debit balance;

- e) if the Main Client defaults on payment of his/her due financial liabilities or on the performance of his/her other obligations towards the Bank arising from the Card Agreement or from another agreement concluded with the Bank or if the Main Client is late in paying his/her financial liabilities towards any other lenders or if the Main Client breaches his/her own representation or other liabilities towards the Bank under these Business Terms and Conditions or the Card Agreement;
 - f) if the Bank learns, in a reliable manner, about a proposal for declaration of bankruptcy or a proposal for authorisation for the restructuring of assets of the Main Client – Non-Consumer or about entry of the Main Client – Non-Consumer into liquidation or about conducting enforcement proceedings over the Main Client’s assets;
 - g) if the Bank learns, in a reliable manner, that the Main Debtor – Consumer initiated a discharge procedure by way of bankruptcy or repayment schedule in line with the Act on Bankruptcy or that, with regard to the Main Debtor – Consumer, there are conditions for discharge procedure by way of bankruptcy or repayment schedule in line with the Act on Bankruptcy;
 - h) if the Main Client or the Card Holder removes any of his/her consents granted in the Application/Card Agreement, herein or in the GBT&C or if it turns out that he/she provided the Bank with false information, including data about his/her special relationship with the Bank under special regulations, or he/she misled the Bank by providing it with incorrect data, by failing to provide it with data or in any other manner affecting the Bank’s decision on the Card issuance or on the Credit Line approval;
 - i) if the Main Client becomes insolvent or declares or admits that he/she is not able to settle any financial liability towards the Bank within its due date;
 - j) if the Bank makes a complaint against the Main Client, if he/she is arrested or imprisoned;
 - k) if the Main Client – Consumer dies or is declared dead and no other agreement is reached with the heirs without undue delay;
 - l) if the Bank’s receivable security deteriorates (if established) and the Credit Line Holder does not adequately complement the security at the Bank’s request or does not meet his/her due liability towards the Bank within the specified deadline.
 - m) if the Main Client and/or the Card Holder violates, or his/her conduct leads to the violation of, the provisions of these Business Terms and Conditions, GBT&C or the Card Agreement;
 - n) if the Main Client or the Credit Line Holder is included, during the term of the Agreement, in the sanction lists or other similar lists (hereinafter jointly referred to as the “sanction lists”) issued by (i) the European Union or any of its Member States, (ii) the United States of America, (iii) the United Nations Organisation, (iv) the Slovak Republic, or (v) the Czech Republic (hereinafter jointly referred to as the “authorised persons”);
 - o) if the authorised persons (otherwise than by inclusion in the sanction lists) publicly declare sanctions (hereinafter referred to as the “declaration of sanction”) against the Main Client or the Credit Line Holder.
5. The Bank shall inform the Card Holder without undue delay about the Card blocking, unless such notice poses a threat to security when issuing or accepting the Card, or unless a special law provides otherwise. If, at the decisive point in time, the Card Holder is not available through the contact details that he/she provided or the Bank finds out that the contact details are outdated and the Card Holder has failed to inform the Bank of his/her new contact details, resulting in the Bank being unable to inform the Card Holder of the Card blocking, such a fact shall not be considered violation of the Bank’s notification obligations. The facts mentioned in this clause shall be considered violation of the Card Agreement by the Client.
6. If any of the facts mentioned in clause 4 of this Article occurs, the Bank is also entitled:
- a) to cancel the Card, thereby permanently preventing its use; or
 - b) to reduce the amount of the Credit Line or to declare its early maturity; or
 - c) to change the amount of the Cash Limit and/or Daily Limit for the respective Card; or
 - d) to terminate the Card Agreement; or
 - e) to assign its receivable towards the Card Holder to a third party; or
 - f) to offset its receivables against the Client’s receivables to the debit of the Account/Card Account.
7. The Main Client notes and agrees that the Bank, at its own discretion, includes the Blocked Card in a so-called stoplist without the Main Client’s and/or Card Holder’s consent or request, thus preventing its potential misuse.
8. Following the Card blocking or cancellation, the Bank is not obliged to issue a Replacement Card for the Card Holder.
9. The Bank shall unblock the Card upon the Main Client’s request, provided the Card Holder requested the Card blocking. The Bank is not obliged to comply with the request for cancellation of the Card blocking, provided it takes the view that the reason for the Card blocking still exists.
10. The Bank shall unblock the Card or replace it by a new one if the reasons for the Card blocking no longer exist and it shall then inform the Main Client about the unblocking.

ARTICLE 10

LIABILITY FOR DAMAGE

1. The Card Holder is liable for damage suffered by the Bank due to the breach of the Card Holder’s obligations arising from the Card Agreement, Business Terms and Conditions, GBT&C, and/or obligations prescribed by law.

2. The Card Holder is obliged to compensate the Bank for damage (i. e., the actual damage and lost profit) suffered by the Bank pursuant to clause 1 of this Article without undue delay upon the Bank's request. The Bank is entitled to debit such a damage from the Account.
3. The Bank is liable to the Main Client for damage caused by the Bank intentionally or through Gross Negligence. If the Bank becomes obliged to compensate the Main Client for damage, the Bank is not obliged to compensate the Main Client for lost profit, given the fact that the Bank has no possibility to foresee its extent, not even by the exercise of due diligence.
4. The Bank is not liable for damage suffered by the Main Client due to circumstances excluding the Bank's liability, which include in particular:
 - a) proceedings of domestic or foreign authorities;
 - b) refusal or delay in granting the necessary authorisations by the competent authorities;
 - c) force majeure, rebellion, revolution, civil unrest, war or natural disaster;
 - d) other events beyond the Bank's control (e. g. strikes, work closures, traffic jams);
 - e) non-functioning telecommunications services provided to the Bank by third parties;
 - f) refusal to execute authorisation or improper execution of authorisation due to failure of the authorisation centre's processing system or telecommunications lines, interruption of the power supply;
 - g) failures of ATMs or POS terminals;
 - h) refusal to accept the Card;
 - i) damage or retention of the Card by an ATM or the Merchant.
5. Furthermore, the Bank shall not be liable for damage incurred as a result of events under the control of the Main Client or the Card Holder or events for which the Main Client or the Card Holder are liable or damage incurred due to breach or delay in the performance of the Main Client or the Card Holder.
6. The Main Client shall bear the financial consequences arising from the use of the lost, stolen or misused Card until the moment of reporting the fact under the relevant provisions of these Business Terms and Conditions.
7. The Card Holder hereby notes that when executing Card Transactions Online, he/she is exposed to the risk of misuse of the Card. The Bank is not liable for damage incurred due to such misuse, unless these Business Terms and Conditions provide otherwise.
8. The Main Client and the Card Holder shall be jointly and severally liable for the obligations arising from the Card Agreement incurred in connection with the issuance and use of the Card, as well as for any costs and losses incurred by the Bank in connection with the issuance and use of the Card.

ARTICLE 11

FEES

1. The Main Client is obliged to pay the Bank any and all Fees according to the valid Pricelist.
2. Unless agreed otherwise between the Main Client and the Bank, the Fees shall be payable as of the date specified in the Pricelist and if the Pricelist does not contain such information, then they shall be payable on the day when the charged act is carried out.
3. The Main Client accepts to be aware of the fact that he/she may incur other expenses in relation to the Card Agreement which he/she will have to pay to third parties and the amount of which is determined by the generally binding legal regulations or agreement of the Main Client with the third party.

ARTICLE 12

SPECIAL COMMITMENTS AND REPRESENTATIONS OF THE MAIN CLIENT

1. The Main Client agrees that the Bank provides bank information on the Credit Line Holder's credit situation to a third party who provided the security.
2. The Main Client – Non-Consumer represents to the Bank to extend the limitation period for receivables and other rights of the Bank arising from the Card Agreement to 10 years from the time it first commenced to run.
3. The Holder of a Card with a logo of the Mastercard/VISA card companies agrees with sending data concerning his/her payment card (payment card number and validity) to Mastercard/VISA for the purposes of the automatic update of such data in the card companies' Mastercard Automatic Billing Updater (ABU) and VISA Account Updater (VAU) systems. Payment card data are updated in order to secure regular or recurring payments for goods and/or services with Merchants who are part of the ABU/VAU. This service ensures a smooth execution of regular or recurring payments of the Card Holder agreed with the relevant Merchant. The Bank shall send data to the ABU/VAU if:
 - a) the Holder receives a new payment card;
 - b) the validity or number of the Holder's payment card changes;
 - c) the Holder's payment card is cancelled.

If the Card Holder does not wish to include his/her Card in the ABU/VAU systems, the service may be cancelled upon request delivered to the Bank. The service will be cancelled within 60 days of receipt of the relevant request.

ARTICLE 13 METHOD OF COMMUNICATION AND SERVICE

1. Unless otherwise agreed, the Main Client or Card Holder may communicate with the Bank via the Infoline. For telephone communication that takes place after the effective activation of the Card, the Main Client or Card Holder is obliged to prove his/her identity by stating his/her:
 - a) first name, surname and date of birth, Birth Certificate Number, the last four digits of the Card number, Password, and to provide the Bank with other information necessary to perform the requested action. If the calling person provides the Bank correctly with the data according to the previous sentence, the Bank is not obliged to further examine, whether the calling person is the authorised Card Holder. The Bank is entitled not to enable telephone communication where there is suspicion of misusing this service as well as after three unsuccessful attempts for verification of the Card Holder's identity.
2. Written form is required for the following legal acts of the Card Applicant or the Card Holder vis-à-vis the Bank:
 - a) the Application;
 - b) the termination of the Card Agreement;
 - c) the Credit Line Holder's request for cancellation of the Supplementary Card;
 - d) the application for the increase of the Credit Line.
3. Failure to serve expected documents of any kind shall be notified by the Main Client - Non-Consumer to the Bank without undue delay after the expiry of the period within which the notification should have been served. The Bank shall bear no liability for the potential damage occurred due to the failure to deliver the documents for reasons not caused by the Bank.

ARTICLE 14 ADDITIONAL SERVICES

1. The Bank offers additional services, the current scope of which is published on the Bank's website.
2. The Card Holder must apply for an additional service. The Bank provides an additional service for a fee specified in the Pricelist.

ARTICLE 15 TERMINATION OF CONTRACTUAL RELATIONSHIP

1. The Card Agreement is concluded for an indefinite period of time.
2. Unless the Card Agreement provides otherwise, the Card Agreement expires:
 - 2.1 upon termination by the Main Client:
 - a) by serving a written notice of termination or a request for cancellation of the Card during the validity of the Card, but no later than 6 weeks before its expiry; or
 - b) by serving a written notice of termination or a request for cancellation of the Card due to disagreement with the amendments to the Business Terms and Conditions, interest rate or the Pricelist, and the written notice of termination must be served upon to the Bank no later than within the deadline under these Business Terms and Conditions;
 - 2.2 upon notice by the Bank:
 - a) The Bank is entitled to terminate the Card Agreement in writing. The notice period shall be two months commencing on the first day of the calendar month following receipt of the notice by the Main Client. Based on the termination of the Card Agreement, the Bank is entitled to cancel all Cards issued under such an agreement; or
 - b) the Bank may terminate the Card Agreement in writing with effect as of the date of delivery of the notice to the Main Client if the Card Holder has committed Gross Negligence or if there are events for which the Bank is entitled to declare the Credit Line due under these Business Terms and Conditions;
 - 2.3 upon death of the Main Client;
 - 2.4 upon the date of expiry of the Card Agreement, the pertaining Supplementary Cards and their additional services expire;
 - 2.5 upon cancellation of the Account for which the Debit Card was issued.
3. The Main Client may ask the Bank for cancellation of any Card issued under the relevant Card Agreement; on the date of delivery of the request to the Bank, the Card Holder's right to use the Card expires and he/she is obliged to discard the Card or hand it over to the Bank.

4. The Credit Line Holder – Consumer is entitled to withdraw from the Agreement without giving a reason within 14 calendar days from the date on which the Agreement is concluded. In such a case, he/she is obliged to pay the Bank, immediately and no later than 30 calendar days after sending a written notice of withdrawal from the Card Agreement, the amount of the Credit Line drawn and the interest accruing from the date when the Credit Line started to be drawn until its repayment. If this deadline is not met, the Credit Line Holder – Consumer is obliged to pay the Bank default interest. In the event that an additional service (e. g., insurance) has been arranged with respect to the Card Agreement, the additional service agreement expires upon withdrawal from the Card Agreement; the Bank shall inform the service's provider about the termination of the additional service agreement.
5. Upon expiry of the Card Agreement, the right to use all Cards issued under the relevant Card Agreement expires as well.
6. Until expiry of the Card Agreement, the Main Client is obliged to pay the Bank all outstanding receivables, including interest and charges, that arose until the termination of the contractual relationship under the Card Agreement. The Bank and the Main Client have agreed that until the moment when all receivables and liabilities referred to in the preceding sentence of this clause are properly met, the provisions of these Business Terms and Conditions and the Card Agreement provisions governing mutual receivables of the Bank and the Main Client and repayment thereof, as well as all the related provisions shall apply.
7. If, in the event of expiry of the Card Agreement and after all the Bank's receivables arising in connection with the Card Agreement and the use of the Credit Card have been settled, the Card Account will report a credit balance, the Bank shall dispose of it according to the Main Client's instructions. The Main Client is entitled to request a cashless transfer of funds to another account held with a bank or a foreign bank branch in the territory of the Slovak Republic or Cash Payment. The Bank is entitled to reduce the transferred amount by the costs associated with the transfer. Unless the Main Client grants any other instruction to the Bank upon its request, the Bank shall send the relevant amount to the Main Client's Current Account specified in the Application.
8. The Credit Card Agreement shall terminate 120 days after the completion of the Credit Card production process if the Credit Card is not picked up or activated by the Client.

ARTICLE 16

FINAL PROVISION

1. These Business Terms and Conditions shall enter into force on **1 April 2023** and supersede the Business Terms and Conditions for the Issuance and Use of Payment Cards of **1 March 2022** in their entirety.