

## TERMS & CONDITIONS FOR THE ISSUANCE AND USE OF A ČSOB CREDIT CARD

Československá obchodná banka, a.s., registered office: Žižkova 11, 811 02 Bratislava, corporate ID: 36854140 registered in the Commercial Register of the Municipal Court Bratislava III, Section Sa, Insert No. 4314/B (hereinafter referred to as the "Bank"), in accordance with Act No. 492/2009 Coll. on Payment Services and on the amendment of certain acts, as amended (hereinafter referred to as the "Payment Services Act"), and in accordance with the rules of the card companies, hereby issues these Terms & Conditions for the Issue and Use of a ČSOB Credit Card (hereinafter referred to as the "Terms & Conditions"), arranging legal relations between the Bank and its customers in the provision of banking services in respect of the Credit Card, which serves to draw on the Credit Limit; the definitions of the capitalised terms referred to in these Terms & Conditions are set out in Article II of these Terms & Conditions.

### I. GENERAL PROVISIONS

1. These Terms & Conditions arrange relations between the Bank and the Cardholder that arise upon the issuance and use of Credit Cards and in drawing on the Credit Limit.
2. The Bank issues to the Cardholder a Credit Card according to the current range as a means of payment in respect of a Credit Account denominated in EUR, and this on the basis of a separate Contract. The Contract on the Issuance and Use of a Credit Card may be concluded:
  - in paper form in person at a Bank branch, or
  - for certain types of cards specified by the Bank, on a durable medium (in electronic form).
3. The current range of Payment Cards and accompanying Complementary Services is published by the Bank in its information materials available at all Bank branches or on its website [www.csob.sk](http://www.csob.sk).
4. A credit relationship arises between the Bank and Borrower, and this on the basis of a Credit Application (hereinafter an "Application") accepted by the Bank, and the Notice on Provision of Credit in respect of a ČSOB Credit Card (hereinafter the "Contract").
  - The Contract comprises:
  - the Application,
  - Notice on Provision of Credit in respect of a ČSOB Credit Card,
  - Terms & Conditions,
  - General Terms & Conditions of the Bank (hereinafter the "GTC"),
  - Standard European Consumer Credit Information for Credit Cards and
  - the form Annual Percentage Rate of Charges and the Average Annual Percentage Rate of Charges,
  - ČSOB Business Terms & Conditions for Third-Party Apps
  - The Bank's Table of Fees
5. The Contract is governed primarily by:
  - Act no. 40/1964 Coll. the Civil Code, as amended, (hereinafter the "Civil Code"),
  - Act no. 129/2010 Coll. on consumer credit and on other credit and loans for consumers, and on the amendment of certain acts, as amended (hereinafter the "Consumer Credit Act"),
  - Act no. 483/2001 Coll. on banks and on the amendment of certain acts, as amended (hereinafter the "Banking Act"),
  - Act no. 513/1991 Coll. the Commercial Code, as later amended (hereinafter simply the "Commercial Code"),
  - Act no. 266/2005 Coll. on consumer protection in the conclusion of financial services at a distance and on the amendment of certain acts, as amended (hereinafter the "Act on the Conclusion of Financial Services at a Distance").
6. The Bank issues the Credit Card on the basis of an Application for the Issuance of a Credit Card for a Natural Person (hereinafter simply the "Credit Card Application"). There is no legal claim to the provision of a Credit Limit and Credit Card.
7. The Contract may be amended solely in writing. The Borrower submits a request for a change in writing at a branch of the Bank or in cases specified by the Bank through the ČSOB Electronic Banking Services. The Bank shall inform the Borrower of any amendment to contractual conditions in writing in the form of a Notice on Amendment.
8. The Bank shall send or hand over to the Cardholder the Bank's Notice and/or Bank's Notice on Amendment (hereinafter the Bank's Notice and the Bank's Notice

on Amendment are jointly referred to as the “Bank’s Notice”) after assessing and approving the Application and/or Application for a Change. The Contract is concluded at the moment the Notice is signed by the Bank.

9. The Credit Card remains the property of the Bank and only the right to use it passes to the Cardholder.

## II. DEFINITIONS

**Third-Party App** (hereinafter referred to as an “App”) is a mobile application that is used to add a Credit Card to a supported device using a mobile phone. The App is provided by a third party; it is the owner of copyrights and other intellectual property rights; specific repositories are used according to the type of App, e.g. App Store or Google Play.

For the purposes of these Terms & Conditions, the term “App” encompasses ApplePay, GooglePay, FitbitPay and GarminPay.

Third-Party Apps are governed by the Business Terms & Conditions of ČSOB, a.s. for Third-Party Applications.

**Authentication procedure** is the procedure used for verifying the Cardholder’s identity when making a Transaction, in particular by means of:

- the PIN,
- the Cardholder’s signature,
- the CVC2 / CVV2,
- the security code received via an SMS message,
- verification in the ČSOB SmartToken application,
- in written confirmation for CNP Transactions,
- a verification code to confirm digitalisation of the Credit Card,
- use of another strong two-factor verification, which the Bank is obliged to apply.

**Authorisation** is the Cardholder’s consent to the execution of a Transaction, given prior to its execution, and in the form and by the procedure agreed in these Terms & Conditions. If there is no consent to execution of the Transaction, the Transaction shall be considered unauthorised.

**Authorised transaction** is a Transaction made using a Credit Card and by reading data from the chip and magnetic strip, and to the execution of which the Cardholder has granted consent:

- a) by using any of the Authentication Procedures, or
- b) through the use itself of the Credit Card, even without using an Authentication Procedure, in the case of special types of Transactions, e.g. using a self-service terminal, paying for travel tickets, tolls, parking fees, or making Contactless Transactions, or in the case of a Transaction made with the Cardholder’s written consent (for example a MO/TO transaction), or

- c) if the Bank does not require another Authentication Procedure for verifying the Transaction based on:

- a security assessment of the Ongoing Transaction, or
- by applying an exemption, on the basis of which the Bank assessed the Transaction as secure.

Transactions authorised in this way are irrevocable.

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**Cash Machine** (ATM) is an electronic device with automatic verification of the Credit Card as well as of data on its Cardholder, bearing the logo of the respective international card company, allowing the Cardholder (depending on the device configuration) the following services:

- cash withdrawal,
- cash deposit,
- or other services, by means of the Credit Card.

**Contactless Transaction** is a Transaction made by placing the Credit Card against the contactless sensor of a POS Terminal, or Cash Machine, whereupon:

- for a Transaction of up to €50 on a POS terminal it is not normally necessary to authorise the Transaction by entering a PIN.

The amount of a Contactless Transaction for which PIN entry is not required may differ between regions, and is set in the local currency by the card company MasterCard. For security reasons, PIN entry may be required also in the case of an amount lower than €50.

- a cash withdrawal made as a Contactless Transaction at a Cash Machine is always authorised by entering the PIN code for the Credit Card.

**Blocked Card** is a Credit Card the use of which has been temporarily or permanently restricted. The restriction on the use of the Credit Card may be made by:

- the Bank,
- the Cardholder,
- the Borrower, or
- a third party, under the conditions set out in these Terms & Conditions.

**Cash Advance** is a cash withdrawal, usually at exchange offices or at bank branches by means of an imprinter device, or at merchants via a POS Terminal.

**Cash Back** is a cash withdrawal at a Merchant’s Point of Sale, which is conditional upon a payment Transaction for the purchase of goods or services.

**CNP transaction** (Card Not Present) includes all types of Transactions executed without the physical presence of the Credit Card, usually via the internet, telephone, fax, or e-mail:

- **Internet Transaction** is a type of CNP Transaction made at an online Merchant by manually entering the Credit Card number, expiry date, CVV2 or CVC2, or other two-factor verification, via an electronic device connected to the Internet.

Based on the security evaluation of the ongoing Internet Transaction or the application of an exemption by the Bank:

- a) the Cardholder might not be required to use the Authentication Procedure for an Internet Transaction, normally for an amount less than €30, or
  - b) the Cardholder may be asked to additionally verify the Internet Transaction using the Authentication Procedure, also in the case of a lower amount,
- **MO/TO Transaction** (mail order/telephone order transaction) is a type of CNP Transaction initiated by telephone or written consent by the Cardholder and made without the Credit Card being physically present payment, by way of manually entering the Credit Card number, expiry date, CVV2 or CVC2, and the requested payment amount for the purchase of goods or services.

**Maturity Date** is the calendar day in the month as specified in the Contract, by which the Borrower must pay a repayment. If this day is not specified in the Contract, it is always the 25th day of the month.

**Balance Date** is the day in the month when the Bank calculates the Amount Owing for the last Monthly Period and issues and sends a Statement to the Borrower.

**Available Balance** is the amount of funds that the Cardholder is entitled to use for making Transactions using the Credit Card. The amount of the Available Balance equals the sum of the amount of undrawn funds from the approved Credit Limit and the amount of funds remitted in favour of the Credit Account that have not been drawn by the Cardholder or used for settling financial obligations toward the Bank.

**Borrower** is a natural person to whom the Bank, on the basis of a concluded Agreement, allows the use of funds up to the amount of the Credit Limit and who repays the Credit provided on the basis of the Credit Limit.

**Amount Owing** is equal to the sum of the balance of the drawn credit, interest, and all related fees as at the Balance Date.

**Additional Card** is a Credit Card issued by the Bank on the basis of the Borrower's request in respect of the Borrower's Credit Account; funds drawn using the Additional Card are debited from the credit limit of the Principal Card. More than one Additional Cards may be issued in respect of the Principal Card. An Additional Card may be issued for a natural person – consumer at least 15 years of age.

**Complementary Services** are additional services in respect of the Credit Card, which the Cardholder may use on

the basis of agreement with the Bank. The level of fees for Complementary Services is set out in the Table of Fees; the specification and scope of Complementary Services that the Cardholder is entitled to use is published by the Bank on its website [www.csob.sk](http://www.csob.sk).

**Cardholder** is a natural person – consumer to whose name the Credit Card is issued and who is the sole person authorised to use this Credit Card for making individual Transactions permitted by the Bank.

**Dynamic Currency Conversion** (DCC) is a service enabling a Transaction in a foreign currency with immediate conversion into euros using a commercial conversion rate set by the Acquirer.

**Principal Card** is a Credit Card of the Borrower in respect of whose Credit Account the Credit Limit is set. If there are several Borrowers, it is the card of the Borrower listed first in the Contract and which determines the Additional Cardholders.

**Cash Limit** is the maximum amount up to which the Cardholder is entitled to draw cash using a Credit Card during a period set by the Bank.

**Credit Card** means an electronic means of payment by means of which Cardholder makes cashless payments for goods and services at a Merchant and cash payment operations (cash withdrawals from a Cash Machine, bank, or exchange office) to the debit of the Credit Account or a cash deposit via a Bank Cash Machine in favour of the Credit Account.

The term “Credit Card” also means “Principal Card” and/or “Additional Card.” Depending on the data reading technology used, Credit Cards are issued with contactless functionality, enabling both contact and contactless methods of payment. A Credit Card may be issued as:

- physical: on various media such as plastic, sticker, watch, or
- digitalised: the physical form of the Credit Card is fully replaced by a digital one, e.g. as a component of an App, such as ApplePay, GooglePay, FitbitPay, GarminPay.

**Credit Card Limit** defines the maximum amount of funds that can be drawn by means of a Credit Card for the agreed period, provided there is sufficient coverage on the Credit Account in respect of which the Credit Card is issued; the agreed period may be one day or one month. The Limit is always agreed in the Credit Card Application or in another agreed manner. The limit for a secure online payment may not be higher than the Credit Card Limit.

**Monthly Period** means the period from the first day following the Statement issue date up to the next Statement issue date.

**Minimum Repayment** is the minimum amount set by the Bank expressed as a fixed amount or percent of the total

Amount Owing, or of the Credit Limit, that the Borrower is obliged to pay the Bank once a month no later than on the Maturity Date.

**Unauthorised Payment Operation** is a Credit Card Transaction for which the Cardholder did not give consent, and which does not fulfil any of the prerequisites of an Authorised Transaction.

**Point of Sale** is a place marked with the logo of an international card company, allowing the Cardholder to make payments for goods or services by Credit Card.

**Merchant** is a legal entity or natural person – entrepreneur who accepts Credit Cards as a means of payment at its point of sale for the purpose of payment for goods or services provided.

**PIN** is a personal identification number notified solely to the Cardholder, enabling identification when using the Credit Card at a Cash Machine or POS Terminal.

**POS terminal** is a device designed for the electronic processing of Transactions made by means of Credit Cards, and located at the Merchant's premises, and this:

- by using a PIN code,
- by the Cardholder's signature, or
- by placing the Credit Card against the POS terminal.

**Signature strip** is a strip on the reverse side of the Credit Card, used for writing the Cardholder's signature, representing his/her specimen signature.

**Early repayment** means that the Cardholder may at any time repay the drawn Credit Limit free of charge for such repayment.

**Acquirer** is a bank or other legal entity holding a licence from the respective card company for ensuring the acceptance of Credit Cards, and which has a contract concluded with the Merchant on the acceptance of Credit Cards, and which provides payment services for Merchants accepting Credit Cards as a means of payment for services or goods provided.

**Annual Percentage Rate** is the percentage share of the Amount Owing that the Cardholder obliged to pay the Bank over the period of one year; it is calculated according to the model given in the annex to the Consumer Credit Act. It includes the Cardholder's total costs connected with the credit. It is calculated on the basis of the assumption that the interest rate on the Credit and other payments remain unchanged during the life of the Contract and will be valid until the end of the validity of the consumer loan agreement.

**Claim** is a spoken or written (either electronic or paper) submission by the Cardholder, the content of which is an expression of disagreement with the quality, or performance of services related to the Credit Card.

**Bank's Table of Fees** means the Table of Fees for Individuals, specifying all the Bank fees, in accordance with which

the Bank charges the Cardholder fees for services provided and for Transactions made in the manner set out in these Terms & Conditions.

**ČSOB Electronic or Mobile Banking** is the Bank's service by which the Borrower accesses selected ČSOB products and services via electronic communication and may enter into ČSOB Product Agreements (hereinafter referred to as the "ELB Service" or the "ELB Services"). It includes the additional service SmartBanking.

**Transaction** is each payment operation (payment for goods and services, cash withdrawal/deposit) made using a Credit Card, and this:

- at a POS terminal, at a Cash Machine, or
- by using data from the Credit Card in the case of CNP Transactions
- by electronic cashless transfer of a part of the disposable balance from the card Credit Account to the Borrower's current account maintained at the Bank.

**Reminder** is the first written notice sent by the Bank when the Cardholder gets into arrears in repaying the Amount Owing (e.g. due to failure to make a Credit repayment, settle a fee, or part thereof).

**Credit Limit** is the maximum amount of funds that the Bank makes available to the Cardholder for drawing on the Credit Account; the amount of the Credit Limit is renewed in the amount of each repayment made or the amount credited in favour of the Credit Account.

**Credit Account** is an internal account of the Bank that the Bank keeps in respect of each Cardholder and to the debit or credit of which are charged all transactions, as well as all fees, interest, and other receivables of the Bank toward the holders of cards issued in respect of it. The Credit Account number is notified by the Bank to the Cardholder in the first Statement.

**Statement** is a written list of Transactions made using Credit Cards issued in respect of a Credit Account, the respective fees and interest recorded on the Credit Account and processed by the Bank for the preceding Monthly Period. The Statement is generated 25 days before the Maturity Date. If the repayment day is the 25th day of the month, the monthly period is always the complete calendar month.

**Demand** is a written notification sent by the Bank, also repeatedly, if the Cardholder gets into arrears in repaying the Amount Owing after more than 15 days from the moment of delay (e.g. due to failure to make a credit repayment, settle a fee, or part thereof).

**Contract** is a Credit Application and Credit Card Application accepted by the Bank in accordance with these Terms & Conditions that becomes the Contract through signing by the other contracting party.

**Contracts and documents** are a separate part (electronic mailbox or folder) within the ELB Service intended for the delivery and storage of contractual documentation and other documents related to the contractual relationship between the Bank and the Borrower in the form of a durable medium.

**Applicant** is a natural person who requests the Bank for the provision of a Credit Limit, by means of an Application, and a Credit Card Application, and who meets the following conditions: (1) has reached the age of 18, (2) is a citizen of the Slovak Republic and has a permanent residence in the territory of the Slovak Republic or is a foreign national with a permanent or temporary permit for residence in the territory of the Slovak Republic.

**Application** means a Credit Application in the form of a Credit Limit in respect of a Credit Card.

**Credit Card Application** means an Application for the Issuance and Use of a Credit Card for a natural person as a means of payment for making card payment operations.

**Contract** is a Credit Application and Credit Card Application accepted by the Bank in accordance with these Terms & Conditions that becomes the Contract through signing by the other contracting party.

### III. TERMS FOR THE ISSUANCE OF A CREDIT CARD

1. A condition for provision of a Credit Limit and issuing a Credit Card is the following:
  - delivery of an Application and Credit Card Application to the Bank;
  - proof of the Applicant's ability to repay the Credit Limit;
  - approval of the Credit Limit by the Bank.The data contained in the Application and the Credit Card Application must be true, complete, and accurate.
2. There is no legal claim to the issuance and approval of a Credit Card and the Bank has the right to refuse the issuance or approval thereof without stating the reason.
3. The Bank shall decide on the issuance of a Credit Card and on the approval and level of the Credit Limit after it has reviewed data and documents provided to the Bank.
4. The Bank has the right to request security for its receivables in a form agreed by the contracting parties. In the event that the value of such security, established in favour of the Bank, decreases, or loses the value over the course of the credit relationship established by the Contract, the Borrower shall, at the Bank's request, replenish the security to its original scope within 30 days of delivery of such Bank's request.
5. The Bank has the right at any time during the life of the Contract to review the Borrower's ability to repay the Credit Limit and to adjust the level thereof. The

Borrower is obliged to prove this ability at the Bank's request and to present the required documents. The Bank shall notify the Borrower of a change in the amount of the Credit Limit in the Bank's Notice.

6. Where the Borrower's ability to repay the Credit Limit has changed substantially, the Bank shall be entitled to prevent the drawing of the Credit Limit, to block the Credit Card and to terminate the Contract.
7. The Bank issues a Credit Card to the name of the Cardholder and is non-transferable.
8. The Bank reserves the right to deliver the issued Credit Card to the Cardholder in the agreed manner, namely by post or via a Bank branch. The Bank is entitled to send the Credit Card to the Cardholder's correspondence address in the Slovak Republic or the Czech Republic. In the case of the Cardholder requesting delivery of the Credit Card to his address abroad, the Bank may send the Credit Card to this address of the Cardholder only following the Borrower's prior written express consent to paying the increased costs to the Bank for Credit Card delivery. Upon receipt of the envelope with the Credit Card, the Cardholder is obliged to promptly check whether the envelope has not been tampered with, and that the data on the Credit Card is correct. In the event that the envelope is damaged, or any data on the Credit Card is incorrect, the Cardholder is obliged to immediately inform the Bank of this fact (by telephone, by visiting any branch of the Bank, or electronically).
9. After the Cardholder informs the Bank of the non-delivery of the Credit Card, the Bank shall promptly block the Credit Card.
10. Unless agreed otherwise, if the Cardholder does not receive, within to 20 days from submitting an Application for issuance or reissuance (due to loss / theft, or after damage) of the Credit Card, or within to 20 days following the expiry of a Credit Card's validity in the case of Credit Card renewal, a Credit Card by post, the Cardholder is required to promptly inform the Bank of this fact.
11. The Cardholder activates the Credit Card by way of using the Credit Card at a Cash Machine or POS Terminal (by reading data directly through contact from the Chip) by entering the correct PIN and making a contact Transaction.
12. The Bank shall issue and deliver a renewed Credit Card to the Cardholder, as a rule, on the 15th calendar day of the month in which the validity of the original Credit Card expires, unless otherwise agreed with the Cardholder.

13. By taking over the Credit Card, the Cardholder acquires the right to use it for the period of the Credit Card's validity. At the same time, the Cardholder assumes responsibility for all Transactions executed by a Credit Card issued in his/her name from this moment on.
14. If there is a Signature Strip on the Credit Card, the Cardholder is obliged to sign the Credit Card at the marked place upon receipt.
15. The Bank shall deliver the PIN exclusively to the Cardholder as follows:
  - electronically, through the ELB Services,
  - in paper form to any branch of the Bank;
  - by taking over the PIN from another, active card issued to the name of the Cardholder.
 If the Cardholder uses ELB Services this PIN will be displayed to the Cardholder also electronically.
16. When using the PIN, the Cardholder is obliged to proceed according to the instructions provided via ELB Services or inside the envelope with the PIN.
17. It is the Cardholder's obligation upon taking receipt of the paper envelope containing the PIN to check that the envelope has not been tampered with or unsealed. In the case that the Cardholder takes receipt of the envelope containing the PIN at a Bank branch and finds that it has been damaged, the Cardholder must refuse to take receipt of the envelope with the PIN, and the Bank shall issue the Cardholder a different Credit Card with a different PIN free of charge.
18. The Bank does not keep any records on the PIN.

#### IV. PROCEDURE FOR PROPER AND SAFE USE OF A CREDIT CARD AND PIN

1. Points of Sale where a Credit Card may be used are marked with the logo of the respective Card Company (e.g. Mastercard, VISA) and match the logo indicated on the Credit Card.
2. A Credit Card may not be used for Transactions that contravene generally binding legal regulations applicable in the place of performing these Transactions.
3. When making Transactions, the Cardholder will follow the POS Terminal or Cash Machine instructions according to the safety rules for the use of Credit Cards, which are also published at [www.csob.sk](http://www.csob.sk).
4. If the Credit Card is withheld by a Cash Machine, the Bank reserves the right to cancel the Credit Card. The Borrower may request the Bank to issue a new card.
5. The PIN for the Credit Card or the verification code that the Cardholder receives in the form of an SMS message during the digitalisation of the Credit Card

may not in any way be disclosed to a third party or recorded in any place.

6. It is the Cardholder's obligation to prevent disclosure of:
  - the PIN also when entering it at a Cash Machine or POS Terminal (for example by covering the keypad with the other hand, etc.).
  - verification code by not sharing / resending to third parties, either by email or telephone
  - the password or biometric data of the Cardholder who is also the owner of the device,
 Otherwise, the Cardholder shall be liable for any damage caused by negligence or failure to comply with this obligation.
7. The Cardholder is obliged to prevent the disclosure of data on the Credit Card, including the data relating to its digitalised form.
8. When using a Credit Card, the Cardholder authorises a Transaction (i.e. grants his consent to the Transaction) and is required to identify himself in the following way:
  - a) in the case of a Transaction made via a Cash Machine, by inserting the Credit Card into the Cash Machine, by reading data from the Chip and by entering the PIN;
  - b) in the case of a Transaction made via a Cash Machine, by placing the Credit Card against the Cash Machine's contactless reader, by reading data from the Chip and by entering the PIN;
  - c) in the case of cashless and cash (Cash Back, Cash Advance) Transactions made via a POS Terminal, by inserting the Credit Card in the POS Terminal, by reading data from the chip and by entering the PIN;
  - d) in the case of cashless and cash (Cash Back, Cash Advance) Transactions made via a POS Terminal, by inserting the Credit Card in the POS Terminal, by reading the Magnetic Strip and by entering the PIN or by the Cardholder's signature;
  - e) in the case of Contactless Transactions, by placing the Credit Card against the POS Terminal, by reading data from the Chip, without the need to enter the PIN or to sign;
  - f) in the case of Contactless Transactions, by placing the Credit Card against the POS Terminal, by reading data from the Chip and by entering the PIN;
  - g) through the use itself of the Credit Card and by reading data from the Credit Card Chip, also without using the Authentication Procedure, in the case of special terminals in making low-value Transactions, for example when using a self-service termi-

nal, when paying for travel tickets, tolls or parking fees, etc.;

- h) for all Transactions at an online Merchant, by entering the Credit Card number, its validity period and/or the CVC2, or CVV2 of the Credit Card;
- i) for Transactions at an online Merchant, by entering the Credit Card number, its validity period and/or CVC2, or CVV2 of the Credit Card, and at the same time entering the security code for the given Transaction sent by SMS to the Cardholder by the Bank to the Cardholder's given mobile phone number, by direct verification in the ČSOB Smart-Token application, or by using another strong two-factor verification, which the Bank is obliged to apply. In the case of payments made at an online Merchant, the Bank applies strong authentication of the Cardholder (i.e. strong two-factor verification) using the ČSOB SmartToken application. For fulfilling this obligation of the Bank, the Cardholder is obliged to install and use this application according to the instructions stated in it;
- j) for payments at an online Merchant via ApplePay, GooglePay, Fitbit Pay and Garmin Pay, by using the technological settings of the Application (biometric data, verification of the Transaction via the ČSOB SmartToken application, or verification via the Cardholder's e-mail account);
- k) in the case of other CNP Transactions, by manually entering the Credit Card number, its validity period and/or the CVC2 or CVV2 of the Credit Card;
- l) in the case of other Transactions, in the manner necessary for executing the Transaction, as defined by the Acquirer, or required by the Merchant;
- m) in the case of Transactions initiated by a Merchant on the basis of the Cardholder's prior written consent. The Bank considers the Cardholder's registration at the Merchant to constitute such consent; this concerns in particular regularly repeating payments and/or the saving of the Credit Card's number in the Merchant's systems;
- n) in the case of other Transactions (such as MO/TO Transactions), for the execution of which the Cardholder has given his unquestionable consent.
- o) in the case of Contactless Transactions by means of an App by placing the device against the POS terminal and following the instructions on the device screen or POS terminal.  
To successfully authorise a payment, the Cardholder may be asked to unlock his device (watch/mobile phone) and provide additional verification by

entering a numeric code or biometric data (fingerprint, face image) on his device depending on the technological settings of the Cardholder's device.

- 9. The Bank has the right to refuse any Transaction that is contrary to the generally binding legal regulations, General Business Terms & Conditions, these Terms & Conditions, or if it has reasonable grounds to suspect a possible conflict with the terms and conditions of the respective card companies.
- 10. If in the case of a Transaction by a Credit Card an incorrect PIN has been entered repeatedly (3 times), the Bank will automatically block the Credit Card for security reasons (temporary blocking).  
The full functionality of the Credit Card will normally be restored on the day following the day on which the Credit Card's validity was temporarily restricted.

## **V. LIABILITY OF THE BANK, THE BORROWER, AND THE CARDHOLDER**

- 1. The Cardholder shall be liable for all Transactions made by Credit Cards issued in respect of his name, and is obliged to compensate the Bank for any damage caused to it through improper use of the Credit Card. The Cardholder shall be liable for ensuring that all Transactions executed via the Credit Card are not in conflict with the provisions of Act no. 202/1995 Coll. the Foreign Exchange Act and the act amending Act of the Slovak Parliament no. 372/1990 Coll. on offences as amended.
- 2. The Bank shall not be liable for any damage incurred by the Cardholder in connection with the use of the Credit Card as a result of circumstances beyond the control of the Bank (e.g. due to the denial of a Transaction caused by a faulty Cash Machine, incorrect Authorisation or denial of Authorisation, as a result of a fault on the Authorisation Centre processing system, a power outage, failure of transmission lines, etc.). The Bank shall also not be held liable that a Place of Business, another bank, or branch of a foreign bank do not accept the Credit Card for executing a Transaction.
- 3. The Borrower shall be liable for all Transactions made by Credit Cards issued in respect of his Credit Account, and is obliged to compensate the Bank for any damage caused to it through improper use of the Credit Card.
- 4. The Cardholder shall bear full liability for all Transactions arisen through use of the Credit Card from the moment of unblocking of a temporarily blocked Credit Card.

5. The Cardholder is entitled to draw funds with the Credit Card as follows:

- only within the set Credit Limit;
- up to the amount of the Available Balance, or up to the amount of the Credit Limit; and
- subject to complying with the Cash Limit, where the daily Cash Limit for a Credit Card is at maximum 20% of the Credit Limit.

In the case of Contactless Transactions executed via an App, it is possible to execute Transactions only up to the amount of:

- the daily limit of the Credit Card and at the same time
- up to the amount of the set Credit Card's Credit Limit and
- the Available Balance on the Credit Account.

6. The Bank, for reason of a change in its business policy, is entitled to change the type or design of the originally issued Credit Card at any time during the course of the contractual relationship for this type of Credit Card, and that allows the Cardholder to make at least the same types of Transactions as the originally issued type of Credit Card.

7. The Bank is entitled to:

- block a Credit Card, including its digitalised form, or - temporarily unilaterally reduce Limits on a Credit Card
- limit the number of Transactions at Merchants, or
- not to allow any Transaction at a selected Merchant and this especially for the following reasons:

- a) suspicion of unauthorised or fraudulent use of the Credit Card;
- b) the reasons concerning Credit Card security or other cases worthy of specific regard, due to an unauthorised overdraft on the Credit Account, failure to pay the mandatory minimum repayment no later than on the Maturity Date, a petition for the commencement of bankruptcy or restructuring on the Borrower's assets, etc.;
- c) other reasons for which the Bank may terminate the Contract, e.g. risk of the Borrower's insolvency to fulfil its obligations toward the Bank.
- d) the Bank's suspicion of misuse, or for the purpose of preventing damage to the Account Holder, the Bank or third parties, wherein the Bank evaluates suspicion on the basis of security-preventive analyses conducted by means of automated systems from the subject-matter of its activity.

8. The Bank shall notify the Cardholder that the Credit Card has been blocked, including the reasons for

this blocking, before blocking the Credit Card or immediately after blocking the Credit Card, by sending an SMS to the Cardholder's telephone number that the Cardholder gave to the Bank. The Bank shall not inform the Cardholder or the Account Holder about other measures pursuant to point 7 of this Article.

9. The Cardholder is required to act so as to prevent the theft, loss, or misuse of a Credit Card by unauthorised persons, to protect it against magnetic, mechanical, thermal, and chemical damage and to notify the Bank of the loss, theft, damage, misuse, or execution of an Unauthorised Payment Operation immediately upon learning of this. In the case of a breach of this provision, the Cardholder's conduct shall be deemed negligence, in consequence of which all losses and damage shall be borne by the Cardholder.

10. When using the Credit Card via the App, the Cardholder is obliged to use his device (mobile phone, watch and other) prudently, act in accordance with the Bank's security rules published on its website, **www.csob.sk**

At the same time, the Cardholder is obliged to take all reasonable steps to ensure the protection of his device (mobile phone, watch) against possible misuse, in particular:

- a) locking the third-party device / application after completing any activities;
- b) ensure regular software device updates;
- c) use only licensed antivirus and antispyware software;

We recommend regular updates of antispyware software with the latest updates,

- d) not make any unauthorised (i.e. "root" or "jailbreak") modifications to the mobile phone software;
- Failure by the Cardholder to comply with the above steps shall be deemed by the Bank to be negligence on the part of the Cardholder.

11. The Cardholder shall bear a loss incurred through the use of a lost or stolen Credit Card or in consequence of its misuse by a third party, as follows:

- a) up to the amount of €50 up to the moment of submitting a request for blocking the Credit Card;
- b) in the full scope in the case of the Cardholder's negligence, up to the moment of submitting a request for blocking the Payment Card at the Bank;
- c) in the full scope in the case of fraudulent conduct from the side of the Cardholder, and this even after submitting a request for blocking the Payment Card at the Bank.



## VI. FEES

1. The Bank will charge the Cardholder fees in accordance with the Bank's valid Table of Fees, which is available at all operating premises of the Bank's branches as well as on the Bank's website [www.csob.sk](http://www.csob.sk).
2. The Bank and the Borrower have agreed that the Bank is entitled to collect from the Borrower's Credit Account in respect of which the Credit Card is issued, fees according to the Bank's valid Table of Fees, as follows:
  - fees for Credit Cards and related services;
  - fees for insurance in respect of Credit Cards;
  - fees for transactions made by Credit Cards.

## VII. PERIODS AND MANNER OF CLEARING CREDIT CARD TRANSACTIONS

1. The Bank performs clearing of all Credit Card Transactions to debit of the Credit Account in respect of which the Credit Card has been issued.
2. Each Transaction made using Credit Card is normally posted by the Bank on the next business day after receiving the accounting report from the Acquirer, and the Bank has the right to post the Transaction no later than 30 calendar days after its execution date, in accordance with the rules of the respective card company.
3. Following a successfully authorised Transaction (i.e. the Transaction was approved by the Cardholder and the Bank) the Credit Account's available balance is normally reduced in the form of a temporary blocking of funds in the amount in which the Transaction was made.

If the Transaction was made in a currency other than the Credit Account to which the Credit Card is issued, the amount of such blocked funds is converted to the Credit Account currency; the amount of blocked funds may be different from the actually recorded amount of the Transaction.
4. If the Cardholder has placed a request that an SMS notification be sent on an Authorised Transaction by the Credit Card, this notification is of an informative nature.
5. In the case of a Transaction made using a Credit Card in a currency other than the euro, charged to the Credit Account held in euro, the Transaction is converted at the foreign exchange sell rate set by the Bank (exchange rate list) valid on the day of charging the Transaction at the Bank.

In some cases, when clearing a Transaction made using Credit Card in a currency other than the euro, it

may be converted and cleared in accordance with the card company's rules at the card company's exchange rate valid on the day the Transaction is processed, whereupon the Bank shall not bear liability for any losses arisen through conversion of a Transaction charged in this way.

If the currency in which a Transaction is made matches the currency in which the Credit Account is held, no conversion of the Transaction amount shall occur.

6. Transactions executed through the DCC service are cleared at the commercial exchange rate defined by the Acquirer, and the Bank processes such Transactions in euros.
7. Pursuant to the Banking Act the Bank keeps internal records allowing retrospective searching for a Transaction and for error correction. It is an obligation of the Cardholder to regularly check Transactions made using the Credit Card, and also Transactions made using ELB services.
8. In the case that the Cardholder is sent the amount of the Credit Card Transaction for a service cancelled or not supplied by the Merchant, and also the Borrower has the Credit Account to the Credit Card at the Bank cancelled, the Borrower shall have the right upon a visit in person to a Bank branch to request the Bank to send this Transaction amount to an account stated by him and held at a different bank.

## VIII. SETTLEMENT OF BORROWER'S PAYABLES TOWARDS THE BANK

1. The Borrower is obliged to pay to the Bank no later than on the Maturity Date the Amount Owing, in any amount, though at least in the amount of the Minimum Repayment specified in the Statement. The Statement of Credit Card Transactions for a Monthly Period is always issued 25 days prior to the Maturity Date. The Bank shall inform the Borrower of movements and balance on the Credit Account by way of a Statement free of charge by means of ELB Services established on the basis of a separate contract concluded between the Borrower, monthly at the end of the calendar month for which the Statement is prepared, unless the Bank has agreed otherwise with the Principal Cardholder.
2. The Borrower is entitled to change the method of making Statements at any time using ELB Services or in person at the Bank's point of sale in the form of a request to change Statements.

The Bank shall inform the Borrower of movements and balance on the Credit Account only if any Tran-

- sactions have been made on the Credit Account during the respective month.
- The Bank shall not be liable for any non-delivery or delay in delivery of a Statement to the Borrower.
3. The amount of the Minimum Repayment is 5% of the Amount Owing, though at least €15. If the Amount Owing used for the calculation of the Minimum Repayment is below €15, the amount of the Minimum Repayment shall be equal to the Amount Owing. Both the Borrower and the Bank are entitled to change the amount of the Minimum Repayment to an amount according to the current offer by the Bank. The changed amount of the Minimum Repayment shall apply to a period following the month in which the Applicant's request for change has been filed, or to the period set in the Bank's Notice.
  4. If the Borrower's current account from which the credit is repaid is held at the Bank and the Bank, on the basis of an agreement with the Borrower, automatically collects the Minimum Repayments, the Borrower is entitled at any time during the contractual relationship to also request a monthly automatic full repayment in the amount of 100% of the Amount Owing for a fee pursuant to the Table of Fees. The Borrower may cancel the automatic full repayment at any moment during the contractual relationship, or request it from the Bank repeatedly. The change to the full automatic repayment shall apply to a period following the month in which the Applicant's request for change has been filed.
  5. The Bank is entitled to collect the respective repayment in the amount under point 3 or 4 of this clause from the Borrower's current account. If the Borrower's current account is held at the Bank, the Bank will send a collection order on the Maturity Date. If the Borrower's current account is held at another bank in the Slovak Republic, the Bank will send the collection order on the 6th business day preceding the Maturity Date. If the Maturity Date is a business day, this day is included in the number of days for the purposes of this point.
  6. The Borrower is required to ensure sufficient financial coverage on his current account as at the Maturity Date.
  7. In the period from the Balance Date up until the Maturity Date, the Borrower is entitled to repay the Amount Owing to the Credit Account, by a cashless transfer or cash deposit. In this case the collection will be made on the Maturity Date, or on the 6th day preceding the Maturity Date, only in the amount of the difference between the agreed Minimum Repayment and the amount of the repayment(s) that has already been credited to the Credit Account, or which was credited to the Credit Account on the day preceding the day on which the Bank sends the collection order to another bank. If the amount of the repayment(s) credited to the Credit Account prior to the Maturity Date equals or exceeds the amount of the current Minimum Repayment, no collection shall be made.
  8. If full automatic repayment has been agreed and the Cardholder's current account does not on the collection day contain sufficient funds to cover it, the Bank shall collect from the Borrower's current account the amount according to point 3 above.
  9. The Borrower undertakes to pay interest on funds drawn from the Credit Limit.
  10. The interest rate is agreed in the Contract and published on the Bank's bulletin board. The Bank has the right to change the level of the interest rate at any time. In the Statement the Bank shall inform the Borrower in writing of any change to the level of interest rate. If the Borrower disagrees with the proposed new interest rate, and unless the contracting parties agree otherwise, the Borrower is obliged to notify the Bank of this fact in writing. The notice must be delivered to the Bank not later than 15 days from the end of force of the previously agreed interest rate and shall be deemed to constitute a notice terminating the Contract. In the period between expiry of the agreed interest rate and repayment of the full Amount Owing, the Bank shall charge interest at the previously agreed amount.
  11. The Borrower may use the interest-free period offered by the Bank for cashless and cash Transactions only if the Borrower settles the full Amount Owing as specified in the Statement before the Maturity Date. If the Borrower fails to repay the full Amount Owing by the Maturity Date at the latest, the funds drawn shall accrue interest under point 10 of this Article, starting on the day of clearing the respective Transaction.
  12. In the event that the Borrower makes an unauthorised overdraft on the Credit Limit, the overdrawn amount must be repaid in full for the respective Monthly Period and the Bank is entitled to collect in excess of the Minimum Repayment under point 3 of this clause.
  13. If the repayment has not been made as at the Maturity Date in the amount under point 3 or point 12 above, as applicable, the Bank shall be as of the following day entitled to disallow any further drawing on the Credit Limit.

14. In the case that the Borrower makes an unauthorised overdraft on the Credit Limit, the amount by which the Credit Limit was overdrawn in an unauthorised manner will accrue interest at the interest rate indicated on the Bank's bulletin board, corresponding to the given type of Credit Card.
15. If the Borrower fails to pay the mandatory Minimum Payment on the Due Date, the Bank becomes entitled to continue to charge interest on the sum in the amount of the mandatory Minimum Payment at the interest rate agreed under point 10 of this clause, increased by the interest rate on arrears at the level published at the operating premises of Bank branches and on the website [www.csob.sk](http://www.csob.sk), and this from the date of the default, meaning from the Due Date through to the date of full repayment of the relevant mandatory Minimum Payment.
16. Interest and interest on arrears shall be calculated and charged on the basis of a year having 360 days and on the basis of a month having the actual number of calendar days.
17. Interest for the past Monthly Period shall be charged to the debit of the Credit Account, always on the day following the Maturity Date. Interest on arrears becomes payable immediately and is not charged to the debit of the Credit Account.

## **IX. CLAIMS, PROCEDURES, AND HANDLING TIMES**

1. If the Cardholder disagrees with a cleared Transaction, he has the right to file a Claim. It is the obligation of the Cardholder to file a Claim in the manner specified by the Bank according to the Bank's applicable Claims Code, promptly following the day of learning of this fact, though not later than 13 months from the date of the Transaction being made.
  2. The Cardholder is obliged to present available documentation relating to the disputed Transaction (the Cardholder's declaration on the disputed Transaction, copies of Sales Slips, a document concerning the Transaction's cancellation, a copy of the Statement with the disputed Transaction marked, etc.). The Bank is entitled to require, in addition to the listed documents, also further documents necessary for proving the eligibility of the Cardholder's claim. In the case that the documentation necessary for handling the Claim is not duly delivered to the Bank within the agreed period, the Bank shall be entitled to suspend the Claim proceedings until the documents have been presented, whereupon the Claim shall then be deemed filed.
3. If the Cardholder declares that he did not authorise the Transaction, but the Bank nevertheless proves that it was an Authorised Transaction, the Bank is entitled, after a preliminary investigation of the Claim, to reclassify the filing and to notify the Cardholder of the result of the Claim in writing only after receiving information from the Merchant's Bank
  4. The Bank shall decide on the eligibility of a Claim without undue delay, though no later than 15 working days from the delivery date of the Claim in the manner agreed according to the Bank's Claims Code. In justified cases, where it is not possible to comply with the period of 15 business days, the Bank is obliged to provide the Cardholder within this term a preliminary response to the Claim filed. The time limit for delivery of the final reply may not exceed 35 business days; overall handling of a Claim in complicated cases may not take longer than 6 months.
  5. When charging Transactions made using Credit Cards, the Bank shall not recognise a Claim relating to an amount arising through the exchange rate difference between the day the Transaction was made and the day the Transaction was charged.
  6. In the event of learning of an Unauthorised Transaction, the Bank shall promptly return the disputed amount in favour of the Credit Account to which the Credit Card is issued, no later than on the end of next business day, as soon as this fact was notified to the Bank by the Cardholder, or as soon as the Bank itself has learned of this Unauthorised Transaction. In the event that the Bank has reasonable suspicion that the Cardholder has acted fraudulently, the Bank shall not proceed to settle an Unauthorised Payment Operation within the period defined above.
  7. If the Bank additionally finds out that the Cardholder has been unjustifiably enriched at the expense of the Bank, the Bank is entitled to debit the disputed amount from the Credit Account to which the Payment Card is issued. If, after such debit on the Credit Account to which the Credit Card is issued results into an unauthorised overdraft, the Borrower is obliged to settle such unauthorised overdraft without delay.
  8. The Bank shall not be liable for errors, the quality of the delivered goods or services as well as for non-delivery of goods or services paid for using the Credit Card. The Cardholder is required to make this type of Claim at the respective Point of Sale, or with the Merchant where the purchase was made.
  9. If the Cardholder uses the services of third parties and registers the Bank's Credit Card under a third-

-party payment card, the Cardholder must exercise his Claim for such a Transaction with the third party whose payment card was used to merge with the Bank's Payment Card.

Registration of a Credit Card issued by the Bank with a third-party card means the use of a Third-Party App that enables connection of a third-party card to data on the Credit Card issued by the Bank, whereupon in the case of a payment made using a registered card, funds are debited from the account held at the other payment institution (or at the payment service provider), not at the Bank, which maintains the Cardholder's Credit Account.

10. If the Borrower or Cardholder are unsuccessful in claiming a disputed Transaction in accordance with these Terms & Conditions, or in seeking a different remedy at the Bank, they have the right to turn to the competent court, or an arbitration court that decides these disputes.

## X. LOSS, THEFT, AND MISUSE OF A CREDIT CARD

1. The Cardholder is obliged to notify the Bank of
  - a) the loss, theft, or misuse of
    - the Credit Card, including its digitalised form,
    - the device on which the App has been activated (ApplePay, GooglePay, FitbitPay, or Garmin-Pay), or
  - b) on the execution of an Unauthorised Payment Operationas soon as the facts have been ascertained:
  - by phone on the telephone number **+421 2 5966 8230** or
  - in person at any branch of the Bank.  
A telephone call made via the telephone number **+421 2 5966 8230** is recorded. More details on the processing of personal data of Cardholders in connection with the recording of telephone calls can be found on the Bank's website **www.csob.sk**, in the Data Privacy section.
2. If the Cardholder suspects misuse of the Credit Card, the Cardholder is required to also report this to the SR Police.
3. In exceptional cases, the Bank shall block the Credit Card also on the basis of a report from a third party, where in so doing it shall verify the eligibility of the blocking request received. The Bank in such case shall bear no liability for any unauthorised blocking of the Credit Card.
4. Each Credit Card, including one in digitalised form, reported as lost, stolen, misused, or suspected of use

for an Unauthorised Payment Operation shall, for security reasons, be blocked. The Bank shall bear no liability for any loss the Cardholder incurs in consequence of the permanent restriction of a Credit Card's validity. If a Cardholder re-obtains the Credit Card after it was reported as lost, stolen, or misused, the Cardholder may no longer use the Credit Card and is required to destroy such Credit Card.

5. The liability of the Cardholder for Transactions made using a lost, stolen or misused Credit Card, including its digitalised form, ends at the moment of the loss, theft or misuse of the Credit Card being reported to the Bank, with the exception of Transactions whose execution time cannot be ascertained, given the method by which they were made; the Cardholder's liability in the case of this type of Transaction ends at 24:00 hours on the day when the event was reported by telephone to the Bank.
6. The Bank and the Cardholder have agreed that the Bank until the Credit Card is reported to have been lost, stolen or misused, the Bank shall not be liable for any damage incurred in Transactions made using Credit Cards in which the following methods of verification were used:
  - a) PIN code;
  - b) security code sent via SMS message;
  - c) verification in the ČSOB SmartToken application; or
  - d) the verification code that the Cardholder received when digitising the Credit Card into an App, such as Apple Pay, Google Pay, Fitbit Pay and Garmin Pay; or
  - e) in which the Cardholder acted fraudulently; or
  - f) for damage caused as a result of the Cardholder's negligence.
7. The moment of reporting the loss, theft or misuse of a Credit Card means the time (in hours, minutes and seconds), when the Cardholder or a third party reported in a phone call the loss, theft or misuse of the Credit Card to the Bank (by telephone, e-mail, or directly by blocking the Credit Card by means of ELB Services) so that the Bank, on the basis of the data thus provided, is able to identify and immediately block the Credit Card.
8. In assessing a Claim concerning an Unauthorised Payment Operation made by means of a Contactless Card, the Bank shall take into consideration the results of an investigation as to whether there was no negligence or fraudulent conduct by the Cardholder.

## **XI. CHANGE OF NOTIFIED DATA AND OF REQUIREMENTS FOR PARAMETERS OF A CREDIT CARD AND COMPLEMENTARY SERVICES**

1. The Cardholder or the Borrower is obliged to notify the Bank of any change to the data provided to the Bank in connection with the issuance of a Credit Card (e.g. change of address, surname, telephone number of the Cardholder). The Cardholder or the Borrower are liable for any damage the Bank incurs in connection with any failure to comply with this obligation.
2. The Cardholder has the right to request in writing a change to the Complementary Services and may also request the reissue of a PIN, or change of PIN via a Cash Machine, no later than 35 calendar days prior to the Credit Card expiration date. Changes to data, parameters, or requirements concerning Credit Cards may be made also by means of the contractually agreed ELB Services, according to the current range published on [www.csob.sk](http://www.csob.sk). In the case that the Cardholder requests that the PIN be re-sent, the Bank shall provide this service in the standard delivery term, not express.
3. The Cardholder is entitled, by means of ELB Services, to request the Bank to make changes in the following Credit Card parameters:
  - temporary blocking of the Credit Card;
  - unblocking of a temporarily blocked Credit Card (may be performed only by the Borrower);
  - change of the limit for CNP payments up to the amount of the total limit on the Credit Card and change of telephone number regarding the online payment.
4. Temporary blocking of a Credit Card by means of ELB Services is intended for cases where the Cardholder does not have the Credit Card under full control and for this reason wishes to have the Credit Card temporarily disabled.
5. A temporarily blocked Credit Card may be unblocked only by the Cardholder using ELB Services, or by submitting a request at a Bank branch, and may do so only after ascertaining that the Cardholder has the Credit Card in his physical possession and that there has been no data leak from the Credit Card under any circumstances and/or disclosure to another person of any data on the Credit Card such as, in particular, the Credit Card number, its validity, CVC2/CVV2 code or disclosure of the PIN / verification code necessary for the digitalisation of the Credit Card. Any violation of these obligations shall be considered by the Bank to constitute negligence by the Cardholder.

6. If the Cardholder or the Borrower is suspected of fraudulent conduct, the Bank is entitled to block and / or cancel the Credit Card.
7. The Cardholder consents to the provision of information on his Credit Card (e.g. the Credit Card number, its validity date) as well as information on transactions made by it to the card companies VISA and Mastercard.
8. The Cardholder agrees to provide data updates to card companies VISA and Mastercard for Merchants to whom the Cardholder has already given consent to perform repeated Transactions using the Credit Card, as follows:
  - the Credit Card number;
  - the Credit Card validity period.Based on the consent thus granted, the Bank will ensure the updating of the VISA Credit Card data in the VISA Account Updater (VAU) system and the Mastercard in the Automatic Billing Updater (ABU) system. Through automatic updating of the Credit Card data, the Merchant is allowed to assign a successor Credit Card with a new number, or with a new expiration date, to the immediately preceding, no longer valid Credit Card via the VAU and ABU. This allows the Merchant to make regularly recurring online Transactions for services or goods (e.g. subscriptions) without the need for the Cardholder to re-enter data from a new Credit Card. The Credit Card data is automatically updated only for those Merchants who support VAU and ABU services.
9. This consent does not affect the Cardholder's right to cancel the ABU or VAU services.

## **XII. CANCELLATION OF A CREDIT CARD AND TERMINATION OF THE CONTRACTUAL RELATIONSHIP**

1. The Borrower may request cancellation of any Additional Card issued in respect of the Credit Account; a Cardholder of an Additional Card may request only the cancellation of his own Additional Card issued to his name.
2. Liability for damage caused through any misuse of a Credit Card that was cancelled on the basis of the Cardholder's written request shall be assumed by the Bank, starting from the moment of receiving and entering in the system the written request for cancellation of the Credit Card's validity.
3. The Bank may also, without prior notice, cancel the right to use the Credit Card, or temporarily or permanently block the Credit Card (this concerns primarily a breach of contractual conditions, blocking of an account in the case of execution, a debit balance on the

account, or in the case of suspicion of misuse of the Credit Card).

4. The Contract shall be terminated by way of an agreement between the Borrower and the Bank, through a written notice of termination by the Borrower or the Bank without stating the reason, or through cancellation of the Credit Account.
5. The Bank and the Borrower are entitled to terminate the Contract in writing without stating the reason. The notice period is two months for the Bank and one month for the Borrower. The notice period begins to run on the day following the next Maturity Date after delivering the notice to the other contracting party. On the first day of the notice period the Bank shall disallow further drawing of the credit and the Borrower shall be obliged, not later than on this day, to return all Credit Cards issued in respect of his Credit Account. The last day of the notice period is the final Maturity Date for the credit. Not later than on that day the Borrower is obliged to settle all obligations arising from the use of the Principal Card, Additional Cards, and Credit Account.
6. The Borrower is entitled to withdraw from the Contract without stating the reason within 14 calendar days from the date on which the Contract was concluded. Notice of withdrawal from the Contract must be sent to the Bank in writing or on other durable medium accessible to the Bank. In the case that the Borrower effectively withdraws from the Contract, he is obliged to pay the Bank the principal and the related interest from the day when the Credit was open up until repayment of the principal, immediately and no later than 30 calendar days after sending the Bank the notice of withdrawal from the Contract.

### **XIII. COMPLEMENTARY SERVICES**

1. The Bank is entitled to cancel Complementary Services at any time or change their scope and type of services provided (such as various types of travel insurance in respect of the Credit Card as well as other Complementary Services listed in the Bank's Table of Fees or on its website). A description of the new Complementary Service, the method of activating it, or method of replacing one Complementary Service with a different Complementary Service is published on the Bank's website [www.csob.sk](http://www.csob.sk).

### **XIV. RIGHTS OF THE BANK**

1. The Bank is entitled to take one or more of the measures referred to in point 2 of this clause, if the Bor-

rower breaches any of the following obligations, or if there occurs circumstances which mean or cause a substantial change in the conditions under which the Contract was concluded and which, at the Bank's discretion, may be deemed to jeopardise the timely and full satisfaction of the obligations under the Contract, in particular:

- a) arrears on any amount ensuing from the Contract to be repaid to the Bank;
  - b) the Borrower gets into arrears in meeting his payables in respect of the Bank, or the Borrower's representations prove to be untrue, inaccurate, or incomplete;
  - c) there are negative changes in the Borrower's asset and financial situation;
  - d) the Bank ascertains that the Borrower has provided untrue information or presented the Bank with falsified documents.
2. At any moment after the occurrence of a single of the circumstances listed above under point 1 of this clause, by way of a written notice, the Bank shall be entitled to:
    - a) restrict or suspend the drawing on the Credit Limit;
    - b) declare payable all receivables from the provided Credit by way of a written Bank's Notice sent to the Borrower, specifying the Maturity Date;
    - c) realise the security of the Credit Limit provided by the Borrower or third parties;
    - d) demand that the Credit Card issued in respect of the Borrower, or persons specified by the Borrower, be returned.

### **XV. FINAL PROVISIONS**

1. The correspondence address for sending written documents to the Bank is: Československá obchodná banka, a.s., Žižkova 11, 811 02 Bratislava.
2. The correspondence address for sending written documents to the Cardholder is the place specified by him. The Bank will send the Cardholder any written documents to his correspondence address with the validity of the correspondence principles regulated in the GTC and these Terms & Conditions. The Cardholder is required to notify the Bank in writing of any change to his correspondence address, contact telephone number or email address.
3. The Bank has the right to unilaterally change the Terms & Conditions and it is obliged to inform of every such change to the Terms & Conditions in writing on its website [www.csob.sk](http://www.csob.sk) and at its operating premises in branches, in a comprehensible manner, in

- Slovak, at least 15 days prior to the effective date of such change, unless a specific regulation provides for otherwise, or unless the Bank has agreed otherwise with the Borrower or Cardholder.
4. The Bank is entitled to unilaterally change the Terms & Conditions of the Contract, provided it promptly informs the Cardholder in writing of such change and of the option to terminate the Contract; in such case the Borrower shall have the right to terminate the Contract free of charge and with immediate effect. Information given in a Statement shall also be deemed to constitute written information.
  5. Publication means making a document or information available at the Bank's operating premises accessible to the public and/or on its Bank's website **www.csob.sk**, whereupon the document and/or information acquire effect.
  6. These Terms & Conditions shall replace the Terms & Conditions for the Issuance and Use of a ČSOB Credit Card dated 15 June 2022 and enter into force and effect on **1 December 2023**.