

Terms and Conditions for Issuing and Use of Electronic Payment Instruments – Debit Payment Cards for Corporate Clients

Valid from August 1, 2023

[ING Bank N.V., Prague Branch]

Preamble

Banking Conditions and these Terms and Conditions. The legal relationships associated with the provision, issue and use of the Card are governed by the laws of the Czech Republic, especially the Civil Code and the Payment Services Act. Terms with the capital letters used in this preamble have the meaning as defined below.

1. Definitions

- a) **“3D Secure”** is security protocol for additional authentication of payment card transactions made on internet. When initializing the transaction, the Card Holder receives one-off SMS code to be input to respective dialogue window of internet browser.
- b) **“Payment Card Authorization Centre”** is an entity rendering services as a coordination center for Payment Cards with which the Bank cooperates. The Bank will notify the telephone number and address of the Payment Card Authorization Centre at any time, upon request.
- c) **“Bank”** means ING Bank N.V., with its registered seat at Bijlmerdreef 106, 1102 CT Amsterdam, the Netherlands, a company limited by shares and registered in the Trade Register of the Chamber of Commerce for Amsterdam under file No. 33031431; subject to the supervision and regulation, in Netherlands, of De Nederlandsche Bank (Dutch Central Bank), with its registered seat at Westeinde 1, 1017 ZN, Amsterdam, under licence number 12000059 and the “Autoriteit Financiële Markten” with its registered office at Vijzelgracht 50, 1017 HS, Amsterdam; pursuing its business in the Czech Republic through ING Bank N. V., Prague branch, with its registered seat at Českomoravská 2420/15, 190 00 Praha 9, ID No.: 49279866, entered in the Commercial Register kept on file at the Municipal Court in Prague, under the file No. A,7930.
- d) **“Card Blocking or Stoplising”** means a measure to disable the execution of payment Transactions using Cards provided by the Bank, and the inclusion of the Card concerned on the so-called Stoplister.
- e) **“Tariffs”** means the Bank’s Tariffs and Conditions for Payment Services.
- f) **“Card Holder”** means a person appointed by the Card Account Holder, who, pursuant to a Card Account Agreement and an Application, makes use of an electronic payment instrument, and executes Transactions involving the payment Card in the Card Account Holder’s name and on the Card Account Holder’s account.
- g) **“Confidential Information”** means all information subject to bank secrecy in accordance with Act on Banks (data) related to the Card Account Holder’s existence and the financial services or bank transactions, including bank account balance).
- h) **“ePIN”** is personal security mean in form of four digit code. The Card Holder sets it for each Card in his/her holding in ATM of the Issuer. Together with SMS one off code sent to agreed phone number, ePIN serves for Strong Customer Authentication of the Card Holder in connection with initiation of Transactions.
- i) **“Card”** means a corporate payment (debit) card with an international VISA trade-mark, issued by the Issuer and delivered by the Bank to the Card Account Holder, or Card Holder, in connection with a Card Account, as a payment instrument, with the use of which cash and non-cash payment Transactions may be effected, containing data regarding the Card Holder, a signature strip, magnetic record and security elements.
- j) **“Card Account”** means an account for which the Bank may issue Cards to the Card Account Holder.

- k) **"Card Account Holder"** is a person who has entered into a Card Account Agreement with the Bank and who has opened a Card Account with the Bank.
- l) **"Unauthorized Person"** means a person not authorized to make use of the resources available on the Card Account Holder's Card Account.
- m) **"Civil Code"** means Act 89/2012 Coll., Civil Code, as amended.
- n) **"Renewed Card"** is a Card issued automatically upon the expiry of the original Card. A Renewed Card is issued under the same Card Account Agreement as an Original Card and with the same validity as the original Card.
- o) **"Personal Data"** mean all data regarding the statutory body and other persons entitled to act for the Card Account Holder and Card Holders, which the Bank obtains from the Card Account Holder or third parties in connection with a contractual relationship between the Bank and the Card Account Holder, legally protected under the respective laws.
- p) **"PIN"** is automatically generated personalized Security mean, personal private safety number available only to the Card Holder and used solely for authorization of Transactions initiated through Card.
- q) **"Terms and Conditions"** means the present Terms and Conditions for Issuing and Use of Electronic Payment Instruments – Debit Payment Cards for Corporate Clients, as amended by subsequent changes and amendments.
- r) **"Fees"** means compensations, commissions, expenses, as well as penalties and other charges specified in the Tariffs valid as of the maturity date of such compensations, commissions, expenses, penalties and other charges.
- s) **"Business Day"** means any day which is a business day in the Czech Republic, in accordance with the relevant legal regulations.
- t) **"Strong Customer Authentication (hereinafter "SCA")"** means two factor verification of the Card Holder in accordance with the relevant clauses of the Payment Services Act and Commission Delegated Regulation (EU) 2018/389 of 27 November 2017 supplementing Directive (EU) 2015/2366 of the European Parliament and of the Council with regard to regulatory technical standards for strong customer authentication and common and secure open standards of communication. The Issuer doesn't have to proceed SCA in cases set in legislative documents (for example if the Transaction is assessed as low risk during transactional risks analysis, for payments for fare or parking, for repeating transactions).
- u) **"Card Account Agreement"** or **"Agreement"** means an Agreement on card account entered into between the Bank and the Card Account Holder, based on which the Bank has established and maintained the Card Account for the Card Account Holder.
- v) **"SMS Code"** is one time Security mean in form of numerical code, generated by system of the Issuer for each SCA and sent to the Card Holder through SMS. The Card Holder is obliged to put the SMS Code into authorization window displayed by the Issuer.
- w) **"Stoplist"** means a list of invalid, damaged, lost or stolen Cards issued by the Payment Card Authorization Centre. Cards are entered in the Stoplist upon the Bank's request. Cards included in the Stoplist are to be retained by the person or ATM where they are used. A Card entered in an internationally valid Stoplist can never be re-activated.
- x) **"Transaction"** means any payment instruction executed via Card for goods, services, or any withdrawal of cash through Card.
- y) To **"Publish"** means to make a document or a piece of information available within the Bank's registered office or the Bank's official website.
- z) **"Issuer"** means Československá obchodní banka, a. s., with its registered seat at Radlická 333/150, 150 57 Praha 5, ID No.: 00001350, entered in the Commercial Register kept on file at the Municipal Court in Prague, Section B: XXXVI, Insert 46, whose subject of enterprise includes the issuing of electronic payment instruments in accordance with the applicable legal regulations, and conducting this business in the Czech Republic, and with which the Bank has entered into an agreement for the issuing of payment cards.
- aa) **"Wholesale Banking Conditions"** means the Wholesale Banking Conditions of ING Bank N.V., Prague Branch
- bb) **"Statement"** means a statement confirming them movements and balance on the Card Account.
- cc) **"Payment Card Customer Service"** is the relevant department of the Bank whose employees are entitled to accept requests by phone from Card Account Holders, Card Holders or other authorized persons, relating to Cards, in accordance with the present Terms and Conditions.
- dd) **"Payment Services Act"** means Act 370/2017 Coll., on Payment Services, as amended.
- ee) **"Act on Banks"** means Act 21/1992 Coll., on banks, as amended.
- ff) **"Act against legitimization of proceeds of crime"** means Act 253/2008 Coll., on selected measures against legitimization of proceeds of crime and financing of terrorism, as amended.

- gg) “**Application**” means an application, submitted by the Card Account Holder, for the issue of a Card, and the appointment of a Card Holder /Card Holders and limits for the use of the Card.

2. Cards

- a) The Bank provides Card Account Holder with Cards issued by the Issuer, allowing Card Holder to especially execute non-cash payment instructions serving for the payments for goods and services with third parties, cash withdrawals in ATMs and cash withdrawal in financial institutions accepting the Cards.
- b) The Card Account Holder, resp. Card Holder do not become owners of the Card by providing it to them and the respective Card Holder is only vested the right of use of the Card in accordance with the Card Account Agreement and this Terms and Conditions. There is no legal entitlement for the issuance of the Card neither for conclusion of the Agreement or any other contractual relationship with the Bank.
- c) Cards are issued exclusively in the Card Holder’s name, they are non-transferrable and the Card Account Holder, resp. Card Holder is not entitled to agree to the Card being used by a third party. The Bank is entitled to request the Card Account Holder or the Card Holder to submit further information, including information from other resources.
- d) The Bank may refuse a Card Account Holder’s request to issue a Card. In such cases, the Bank shall always inform the Card Account Holder in writing or by phone, without giving the reason for such refusal.
- e) The Bank is authorized to modify or restrict the terms and conditions regarding the execution of various types of payment instructions involving the Card, especially in accordance with the rules of the VISA card scheme. Cards may allow for the execution of the payment instructions concerned within or outside the country. Using their Cards, Card Holders may make use of the free financial resources available on the relevant Card Account.
- f) An application for the provision of a Card with a Card Account is always placed by the Card Account Holder. Only one Card of one type may be issued for a single Card Account, for one specific Card Holder. The Bank decides about the provision of Card(s) at its own discretion. The Bank may at its own discretion decide to terminate issuance of a specific type of the Card, to change functionality of the Card or to transition of one specific type of the Card into another. The Bank will inform the Card Account Holder or the Card Holder about such a fact.
- g) The Card Account Holder agrees that the relevant Card Holder makes use of the Card Account Holder’s financial resources available in the Card Account with the use of the Card which the Bank provides for the Card Holder, and acknowledges such an agreement by attaching a signature to the Application.
- h) From the date on which the Card Account Agreement is signed, the Bank is entitled to charge Fees for the operation and use of the Card, in accordance with the Tariffs. Card related Fees will be charged by the Bank irrespective of whether the validity of the Card is temporarily reduced or other temporary reduction is in place, for which the Card may not be properly used,
or irrespective of whether the Card has been already used or not. If a Card Account Agreement is not entered into following the filing of an Application, for reasons on the side of the Card Account Holder, the Card Account Holder undertakes herein to compensate the Bank for all expenses associated with the preparation or provision of the Card/Cards.
- i) The Card Account Holder and the Bank have agreed that the Card Account Holder or the Card Holder shall be fully responsible, in accordance with the present Terms and Conditions, for the damage incurred as a consequence of any misuse of the Cards, for example by an Unauthorized Person. The Bank does not check the justifiability of individual Transactions and/or instructions rendered with the use of a Card.
- j) Furthermore, Card Holders are responsible for not using a Card as a payment instrument if the execution of the Transactions concerned is in conflict with any legal regulations valid in the Czech Republic and EU, or the provisions of international agreements by which the Czech Republic is bound, or the agreed conditions regarding the use of the Card.
- k) The Bank may at any time suspend or cancel any authorisation to execute Transactions with the use of a Card. The Bank is also authorized, at its own discretion, to exclude some types of payment Transactions executed with the use of the Card, and inform vendors and other banks about such a decision or publish such a decision in another manner. The Bank shall Publish such a decision at its own discretion.
- l) All Transactions effected with the use of a Card will be debited from the Card Account, to which the relevant Card has been issued, not later than on the Business Day following the day on which the relevant information about the Transaction is received.
- m) The Card states the Card number, the Card Holder’s name, possibly together with the Card Account Holder’s name. The Card is protected by some of the following security elements (hologram, signature strip with the Card Holder’s signature). The Card is provided with identification data allowing for the visual, mechanical and electronic identification of the Bank, Card Holder and possibly also the Card Account Holder.
- n) The Card is valid until the date indicated on it, i.e. the last day of the month concerned (hereinafter “**Expiration of Card**”),

unless the Bank decides to terminate the Card validity preliminarily, for the reasons specified below. The Bank will automatically issue a Renewed Card for the Card Holder, not later than as of the expiry date of the original Card, unless the Bank decides not to prolong the Card validity. If the Bank decides not to prolong the validity of the Card and to automatically issue a Renewed Card, any and all ancillary services provided to the Card (e.g. insurance) shall expire on the day of the Expiration of Card at latest. No PIN is usually issued for Renewed Cards. The Card Holder may also ask the Bank to renew a Card preliminarily. The standard validity of individual types of Cards is determined by the Issuer. If a request for the automatic issue of a new Card and related additional services is refused, the Card Account Holder is obliged to notify this fact to the Bank, always within 7 calendar weeks prior to the expiry of the original Card.

- o) The Card Holder or the Card Account Holder bear all risk associated with the misuse of an invalid Card, especially if an expired Card cannot be collected from the Card Holder.
- p) The Card Holder or the Card Account Holder are obliged to immediately return the Card to the Bank in case of damage, destruction or malfunction of the Card. The Card Holder, resp. Card Account Holder bear all risks associated with damage, destruction or malfunction of the Card.

3. PIN/ePIN

- a. The Card Holder will obtain the PIN relating to the issued Card personally in the Bank or via registered mail (personal delivery). It is not possible to realize delivery of the PIN to the person other than the Card Holder, because the PIN is confidential information. If the PIN is sent by mail or courier, the risk of damage shall pass to the Card Holder upon the Bank's sending hereof.
- b. The Card Holder is obliged to check the integrity of the PIN delivery upon the acceptance thereof. If the Card Holder identifies any damage, the Card Holder shall ask the institution that delivered the PIN to issue a confirmation of damaged delivery.

In such a case the Bank shall notify the Issuer who will issue another PIN and another Card for the Card Holder by way of the Bank. If the Card Holder fails to submit the confirmation of damaged delivery, the Issuer will charge a fee for the issue of the new payment Card, according to the valid Tariffs, by way of the Bank.

- c. The PIN is not shared with any person other than the Card Holder as this information is confidential. The Card Holder is obliged to protect the PIN, and also ePIN, from being disclosed. It is forbidden to make a note of the PIN/ePIN in an easily comprehensible manner on the Card or another object which the Card Holder keeps or carries with the Card, incl. a mobile phone, a computer, or a similar device or to share the PIN/ePIN with other persons, including family members. The Card Holder is obliged to protect the PIN/ePIN as it is entered, for example, by covering the keyboard with the other hand. Any violation of this provision caused by the Card Holder, irrespective of whether this took place in a deceptive manner, deliberately or by omission, shall be considered as gross breach of the Agreement and the Card Account Holder shall bear full responsibility for the loss incurred from Transactions not authorized by the Card Holder, until the moment such Transactions are notified to the Bank. The Card Account Holder is obliged to settle the amounts of all Transactions in which the PIN/ePIN is used, and for all damage incurred by the Bank as a consequence of a disclosed PIN/ePIN.
- d. If the Card Holder forgets a PIN, it is possible to resend a valid PIN upon request approved by the Card Account Holder, filed in the registered office of the Bank.
- e. The system basically allows, but not guarantee, the option to change the PIN based on your own design in case that a Card Holder is not satisfied with assigned, automatically generated, PIN. The PIN change may be made only through the ATM of the Issuer in the Czech Republic. The Card Holder may not change a PIN within 6 weeks before the date of the Expiration of Card. In case of the Card Holder's request for replacement of the Card (e.g. due to change of his/her name) the PIN of the replaced Card may not be changed since this request was made. The change of the PIN may be made for up to a new Card. Bank doesn't recommend use of PIN which is easily discoverable or deductible (e.g. part of the Card number, four identical digits, digits in one row, birth date of the Card Holder),
- f. Card Holder sets ePIN in ATM of the Issuer. Also in ATM of Issuer, Card Holder can any time refresh his/her ePIN (if and when forgotten or its' change is needed). Bank also doesn't recommend use of ePIN which is easily discoverable or deductible (e.g. part of the Card number, four identical digits, digits in one row, birth date of the Card Holder),
- g. If an incorrect PIN, ePIN or SMS Code is entered three times in a row during a Transaction, including internet Transaction requiring SCA, the Card validity will be automatically temporarily reduced of security reasons for Transactions where PIN/ePIN/SMS Code is being verified (esp. in ATMs and by the Vendors). As a general rule, the Card's full validity will be automatically renewed on the following calendar day (by start of the second calendar day at the latest). For chip Cards, it is impossible to reactivate the PIN unless the chip Card directly connects (on-line) to the Issuer's systems.

4. Card Delivery

- a. The Card Holder will obtain the Card personally in the Bank or via registered mail (personal delivery). It is not possible to realize delivery of the Card to the person other than the Card Holder, because the Card is confidential information. If the Card is sent by mail or courier, the risk of damage shall pass to the Card Holder upon the Bank's sending hereof. The Card Holder is obliged to immediately check the integrity of the delivered PIN. If there are any signs of damage, the Card Holder shall immediately ask the mail carrier to issue a confirmation of damaged delivery, and shall forthwith notify the Bank about this fact. The Card Account Holder is obliged to ensure that the Card Holder accepts a Card without unreasonable delay. The Card Account Holder is obliged to ensure that the Card Holder signs the Card on the signature strip at the backside, using a suitable pen (not simple pencil), immediately upon the acceptance of the Card.
- b. Such a signature is the only signature specimen upon the execution of the Transactions or any written complaints regarding Transactions effected using the Card and executed by the Card Holder. If the Card Holder does not sign the Card, the Card Account Holder or the Card Holder will be responsible for all unauthorized Transactions associated with the potential misuse thereof, caused by the failure to sign the Card, as well as for any damage which the Bank may incur in this context. The Card Account Holder is responsible for the use of the Card by the Card Holder as if the Card is used by the Card Account Holder.
- c. Upon the acceptance of the Card, the Card Holder becomes entitled to make use of the Card during its entire validity period indicated on the Card.
- d. The Card Holder is obliged to keep the Card separately from other banking documentation at a safe place, i.e. a place which is not freely accessible to Unauthorized Persons and third parties and which is secured from the intervention of such parties, to protect it from loss, theft, misuse by Unauthorized Persons, direct magnetic field effects, mechanical and thermal damage etc. The Card Holder is obliged to check the Card holding after each use of the Card, however no less than once a day, and take such individual security measures to prevent the Card from being misused, lost or stolen. After each use of the Card, the Card Holder shall check his/her possession of the Card.
- e. If despite such measures the Card is lost, stolen, misused or made an unauthorized use of, the Card Holder is obliged to forthwith notify this to the Bank (immediately after discovering this). If the Card Holder intends to execute Transactions with internet Vendors, other non-present card Transactions or via an app, or other form based on securely stored electronic payment Card's information, in particular by a computer or mobile device such as a smartphone or tablet (the "Device"), the Card Holder is obliged to use the Card only through Devices that are properly secured against misuse of Confidential Information, Personal Data or other confidential data. The Card Holder may not use a Card, in particular, through Device in internet cafes and other publicly accessible facilities or through Devices for which there is insufficient certainty that they are protected against misuse of Confidential Information, Personal Data or other confidential data. In the event of any suspicion of security breach, the Card Holder or the Card Account Holder is obliged to notify the Bank of this fact. A failure to meet the obligations arising from this provision, caused by the Card Holder, irrespective of whether this took place Card Account Holder shall bear full responsibility for the loss and damage, until the moment the circumstances concerned are notified to the bank (i.e. the loss, theft, misuse or unauthorized use of the Card).
- f. The Card Account Holder shall bear full responsibility for all Transactions carried out with the use of Cards issued to the Card Account Holder's Card Account, and shall compensate the Bank for all damage caused by an improper use of the Card.

5. Using the Card

- a. The Issuer sends selected types of Cards to the Bank the inactive state. The Card Holder is obliged to activate the inactive Card by one of the following ways:
 - via the Transaction using PIN at the terminals supporting contactless technology (hereinafter „POS“), or
 - via the Transaction using PIN at the ATM.
 - Eventual modification of the Card's settings and the implementation of other Card's services might be requested by the Card Account Holder, resp. Card Holder through the Bank after the Card's activation only.
 The Card Account Holder acknowledges, and ensures that also the Card Holder shall acknowledge, that together with the Card activation the Card Holder confirms its physical takeover. It is not allowed under any circumstances to activate the Card which is not in a hold of its legitimate Card Holder. The Bank is not responsible for any damages caused to the Card Account Holder or Card Holder by activation of the Card which is not physically in a hold of the Card Holder. The Bank recommends to the Card Account Holder and Card Holder to familiarize with the content of the brochure which is available online at www.csob.cz/karty and which contains detailed information about functions, security, setting and handling with the Cards.

- b. Depending on its specific type, Cards may be used for non-cash payments in facilities of entities operating trade and services (hereinafter the “Vendor“ or “Outlet“) carried out by means of electronic points of sale, including POS, mechanical scanners (“Imprinters“), or agreed procedures for payments at internet Vendors, for cash withdrawals via ATM network, as the case may be other Transactions carried out via the Issuer’s ATM network, including ATMs supporting contactless technology
and further for cash pay-outs at exchange office counters of other banks, for cash pay-outs directly at the cash desks of selected Vendors, so called CashBack, if the Card Account Agreement enables to use this service or realization of such Transaction. Selected types of Cards, if the Agreement allows issuance of such Cards, can be used for non-cash Transactions at Vendors or Outlets without entering the PIN only by attaching the Card to payment terminals supporting contactless payment by specification of VISA PayWave. Contactless payment may be rejected by the payment terminal at any time and instead can be requested the standard payment by the Card with the PIN.
- c. The places where the Card can be used are identified with a logo of the relevant card scheme (Visa, Verified by Visa). The Bank reserves the right to refuse to authorize the execution of a certain type of Transaction (especially payment Transaction without the Card being physically present - e.g. Transaction effected by mail, phone or the Internet), also depending on the Card type. The Bank is entitled to authorize only secured internet transactions.
- d. The CashBack services (cash withdrawal at Vendors’ checkouts) are only available at Outlets identified with the “CashBack” logo. CashBack is only available in combination with the purchase of goods or services from a Vendor concerned, at a minimum amount determined by the Issuer. The total of the shopping and CashBack amounts must not exceed the applicable Card weekly limit. The amount of withdraw cash is determined by the range specified by the Issuer. The Vendor may refuse to offer CashBack services, with or without giving a reason. The Bank shall not be liable for any unavailability or refusal of CashBack service by the Vendor and also does not guarantee provision of CashBack service in the territory of the Czech Republic or abroad.
- e. Further, the Card Holder is obliged to prevent disclosure of data relating to the Card to a third party, except to providing a Vendor with information about the Card in order to initiate payment on internet / MO/TO Transactions (if allowed). Disclosure of sensitive information about Card may occur for example via unsecured channels, in particular internet Transactions (e.g. Transactions without physical presence of the Card). In case of payments without the physical presence of the Card, the Card Holder fulfils this requirement, only on condition that the Card is used at the secured Vendor via the 3D Secure protocol presented under trademark “Verified by Visa“. Failure to meet this obligation, caused by the Card Holder, irrespective of whether the same occurred by fraudulent practices, wilfully, or negligently, shall be considered as gross breach of the Agreement, and the Card Account Holder shall bear full responsibility for the loss and damage caused by such failure, until the moment the circumstances concerned are notified to the bank (the misuse, or unauthorized use of the Card).
- f. If there are any doubts or suspicions regarding the misuse of the Card, payment terminal or an ATM by the Card Holder (for example non-standard provision of cash, banknote jamming, installation of a skimming -scanning device on an ATM, etc.) or the movement of suspicious person move near an ATM, attempt at intervening into a payment Transaction in progress and similarly, the Card Holder shall immediately inform the Bank about this and report the case to the Czech Police.
- g. The Card must not be used for Transactions that may be in any conflict with the legal regulations valid at the place of the transactions. The Card Holder or the Card Account Holder shall be fully responsible for breach of this obligation including responsibility for any incurred damage and sanctions.
- h. Between the Bank and the Card Account Holder / Card Holder were agreed as the only possible manners of Card Holder’s consent with payment Transactions, respectively row of payment Transactions, or its authorization, just the manners specified below, namely at:
- ATM Transactions - submission of the Card and entering of the PIN, entering PIN,
 - Non-cash and cash (CashBack) payment Transactions at Outlets - submission of the Card and entering of the PIN, Card Holder’s own signature, as the case may be combination of both methods, depending on the Card type,
 - Contactless Transactions by attaching the Card to payment terminals (if the Agreement allows issuance of such Cards) without entering PIN or with entering PIN,
 - Secured Transactions by Internet Vendors by entering the Card number, the Card validity, and the Card protective three-digit number Card Verification Value (CVV) / Card Verification Code (CVC), and with subsequent authentication with SMS Code and ePIN; Entering the SMS Code together with ePIN authorization might not be required by the Issuer (and the Transaction might be executed without SCA) in case that the Vendor doesn’t support 3D Secure functionality, or in exceptional cases according to RTS (e.g. with use of analysis of transactional risks – „ATR“),

- Other payments without physical presence of the Card by entering the Card number, the Card validity, and the Card protective three-digit number – Card Verification Value (CVV), Card Verification Code (CVC). Transactions executed via an app or other form with securely stored electronic Card's information by entering a confirmation code according to the terms of the app.
- i. Transactions authorized by the Card Holder (e. g. by entering the PIN) cannot be revoked. A cleared Transactions cannot be revoked. In justifiable cases (including, for example, the failure to deliver goods or services), the Card Holder may file a complaint with the Bank.
- j. PIN must always be entered when the Card is used in an ATM. For non-cash payments using the Card, it is necessary to sign the receipt according to the signature on the Card signature strip and/or to enter PIN. In chip Cards, it is usually necessary to enter PIN and no signature of the receipt is required.
- k. If the Card is used in Outlets, the Outlets are entitled to have the Transactions authorized and rely on the consent of the Bank or an authorized third party before effecting the transactions. In order to protect the Card Holder, employees of the Outlets are authorized to ask the Card Holder to present a proof of identity. Employees of the Outlets are entitled to retain the Card on the basis of the result of the Card authorization. In such a case, they shall discard the Card before the Holder and provide the Holder with a confirmation of the Card retention and discarding.
- l. The Card Holder is only entitled to use the Card to effect Transactions up to the determined limit, within the balance available on the Card Account. The limit applies to both the maximum amount of withdrawal using the Card during the period concerned and the number of Transactions effected during such a period. A change in the Card limit requires prior written consent by the Card Account Holder. The Card Holder is obliged to monitor and check, on a continuous basis, the amounts of the Transactions effected with the use of a Card, and prevent the overdrafting of the balance available on the Card Account. Transactions are cleared with a time delay (see Article 9 (a) of the present Terms and Conditions). However, the Card Account Holder is responsible for all Transactions, irrespective of the amount of the limit, and shall compensate the Bank for any damage caused as a consequence of an unauthorized use of the Card or for any overdrafting of the available balance (unauthorized debit), in accordance with the relevant Card Account Agreement and the Application.
- m. The Bank may without prior notice annul the right to use the Card, or temporarily or permanently restrict its validity (for example in the event of breach of the contractual conditions, execution, insolvency petition, debit balance on the account or due to security of the payment instrument or suspicion of unauthorized Transactions or fraudulent action, etc.). In order to ensure the Card Account Holder's security and protect the Card Account Holder in connection with the suspected misuse of the Card, the Bank may also temporarily or permanently restrict the Card validity. If the Card validity is permanently restricted, such a Card may be retained if there is an attempt at its use. The Bank shall sufficiently inform the Card Account Holder about such measures, in a suitable manner and without unreasonable delay.
- n. The Card Holder is obliged to protect the Card from mechanical damage and any external effects (for example magnetic field) that may cause the damaging of the magnetic strip or the chip on the payment Card.
- o. If the Card is retained by an ATM of another domestic bank, the Card Holder is obliged to contact immediately the respective bank, or the post office operating such ATM, and request the returning of the retained Card, or by means of a telephone number provided on some ATMs, to inform the operating bank about the fact that the Card has been retained. If this happens at an Issuer's ATM which is placed out of the premises of the Issuer, the Card Holder may ask for forwarding the retained Card to a selected branch of the Issuer by means of the telephone number stated on the ATM. In case the Card is retained by an ATM placed in the premises of the Issuer's branch, the Card Holder shall ask directly such branch for returning the retained Card. The Card cannot be returned to the Card Holder if more than 3 Business Days elapse following the retention thereof. The Card Holder is obliged to request immediately the restriction of the validity of the Card retained by an ATM.
- p. Cards must be returned to the Bank at its offices, upon the Bank's request. If a Card is not returned, the Bank may reduce the Card validity, at the Card Account Holder's cost. Upon the acceptance of a new automatically Renewed Card, the Card Holder is not obliged to return the original Card; however, the Card Holder shall discard such a Card by cutting it across the magnetic strip and the chip, and thus prevent any misuse of the Card.
- q. In the event of an overdraft of the financial resources available on the account, a debit interest rate will be applied to the unauthorized debit balance. If the amount of the unauthorized debit is not settled within 10 days following the date of the debit creation, the Bank shall be entitled to charge the amount concerned against another Card Account Holder's account which the Bank operates. In addition, the Bank is entitled to permanently reduce the validity of the payment Cards issued for the Card Account Holder's accounts, at the Card Account Holder's account, and claim the returning of such Cards to the Bank.
- r. Card Holder may save information about Card in his/her holding on Internet, through payment gate, in order to simplify future payments for goods/services, or for execution of row of payment Transactions.

- s. The Card Account Holder acknowledges and is obliged to inform Card Holder, that, if this person saved details of the Card in records of a vendor (in order to make sequence of payment transactions), these details might be automatically updated upon issuance of the Renewed Card or substitution of the Card; this update has no effect on validity of originally instructed payment order and of the authorization of sequence of payment transactions. The Card Account Holder also acknowledges and is obliged to inform Card Holder that manners of usage of saved information about Card rely on the agreement between the Card Holder and the vendor. Bank recommends to save information about Card only by reliable vendors and to pay due attention to conditions of its' usage, which should be made available by the vendor to the Card Holder upfront.

6. Blocking of Transaction Amount

During the period from the approval of a request for the authorization of a card Transaction by the Bank and the clearing of the transaction, the Bank shall be entitled to block the relevant Transaction amount on the Card Account. The Bank does not check the justifiability of the instructions rendered with the use of a Card. At the time of the Transaction clearing, the Bank is unable to review the reason for the blocking concerned. If the background data for the clearing of the Transaction are not submitted during a time usual according to the conventions and the relevant card scheme rules, the Bank shall be obliged to cancel the blocking, following the expiry of the period concerned. The Bank has the right to keep the blocking of financial resources on the relevant account for which payment cards are issued in effect, during a period between one and three months following the payment.

7. Limits for Card Use

The Card Account Holder may define weekly limits for Card Holders on the basis of an individual agreement with the Bank. The Holder shall state the proposed daily and weekly limits for the Card Holders in an application for the issue of Cards.

8. Changes in Card Holder's Data

- a. The Card Account Holder is obliged to inform the Bank about all changes regarding the data relating to the Card issued for the Holder's Card Account, and the Holders of such Cards, provided in connection with the issue of the Cards concerned (including, but not limited, changes in address and telephone numbers). In case of change of name, surname or personal identification number of the Card Holder, the Card Account Holder is obliged to inform the Bank about such changes and request change of the Card. The Card Account Holder is responsible for all damage incurred as a consequence of the failure to comply with this obligation.
- b. The Card Holder is entitled to ask the Bank in writing to change the data regarding a previously issued Card. Changes to the Card limit, insurance, additional services, and a request for a re-issuing of PIN require previous written consent by the Card Account Holder.

9. Transaction Clearance, Statements and Complaints

- a. The Card Account Holder is informed about the cleared Transactions in a Statement. Transactions are cleared separately, with the specification of an abbreviated payment Card number, place, date of the transaction, amount and currency; the Transaction executed with the use of the Card are cleared in accordance with the rules of the card schemes, with a time delay following the Transaction date. The Issuer shall clear all Transactions by the end of the Business Day following the acceptance of the payment order, i.e. the receipt of a clearance message regarding the execution of the Transactions from the Transaction processor. If the time the payment order is received is outside the Issuer's operating hours, the payment order shall be deemed to have been received at the beginning of the Issuer's next operating hours.

If there are any doubts regarding the executed payment, the Issuer shall be entitled to clear the payment within 45 calendar days following the receipt of the execution message. Within the meaning of Act on Banks, the Bank and the Issuer shall keep, for a sufficient period of time, internal records to enable Transaction to be traced and errors to be rectified. The Card Account Holder and the Card Holder shall regularly check the proper clearing of Card transaction, also to ensure the timely placing of complaints.

- b. The Card Account Holder has acknowledged the method of the clearing of the Transactions effected using the Cards, including Transaction effected abroad. Transaction are cleared on Business Days on the basis of data obtained from the relevant card scheme or data obtained from the Issuer's Outlets. As regards the clearing of Transactions effected using the Cards abroad, it is not possible to complain about the amounts based on the exchange rate difference between the Transaction execution date and the Transaction clearance date. As regards Card payments abroad, exchange rate differences may also occur on the basis of the payment conversion to the clearance currency and subsequently to the account currency. Transaction in CZK effected using a Card issued to a foreign exchange account are cleared on the basis of the Issuer's exchange rate (buying), provided that the Transaction currency is specified in the Issuer's table of exchange rates. For currency conversion shall apply exchange rate of the previous Business Day before the day it is cleared and placed on the ING account. If the Transaction currency is not included in the Issuer's list of foreign exchange rates, the Bank shall apply the conversion specified above with respect to the amount which the Holder obtains from the card association. The Card Holder or the Card Account Holder shall have access to the Issuer's history of exchange rates on www.csob.cz. If the Card Holder, resp. Card Account Holder, when effecting the Transaction abroad, selects the possibility of settlement in CZK, then the conversion is done directly by the Vendor by using its rate (rate and amount converted into CZK are listed on the receipt). Any exchange rate difference from the Issuers rate can not be complained
- c. If the Card Holder disagrees with the clearance of a Card transaction, the Card Holder may file a complaint. The Card Holder or the Card Account Holder shall file the complaint within 2 months after the date of clearing of such transaction. The Bank is not obliged to recognize complaints made after this deadline. Complaints must be made in the Bank's registered office, using a form provided for this purpose. The Card Account Holder or the Card Holder shall submit all available documentation relating to the Transaction concerned (especially copies of the receipts, a document proving the Transaction cancellation, or also copies of the bank account statement with the claimed Transaction highlighted). The Bank shall inform the Card Holder or the Card Account Holder about the settlement of the complaint within 30 days following the receipt of the complaint, or within 180 days in specifically complicated cases.
- d. The Bank is entitled to request the Card Holder or the Card Account Holder to submit additional documentation relating to the claimed transaction. If such documentation is not delivered to the Bank in a due manner and by the agreed deadline, the Bank shall be entitled to suspend the complaint proceedings, and to reject the whole case. The Card Holder or the Card Account Holder shall provide the necessary cooperation towards the due processing and settlement of the complaint procedure. The Card Account Holder or the Card Holder is obliged to immediately inform the Bank if the amount of the claimed Transaction is returned by the Vendor.
- e. As regards the settlement of a Transaction complaint, the Bank shall consider whether the Card Holder has complied with all conditions, i.e. especially the complaint reporting deadlines, duties arising from the Agreement and the Terms and Conditions (for example, serious breach of the protection of payment card security elements). If the Bank discovers during a complaint procedure that the complaint is unjustifiable, the complaint will be refused. The Bank will always inform the Card Holder or the Card Account Holder about the result of the complaint procedure.
- f. The Card Holder shall inform the Bank about all unauthorized Transaction without undue delay, within two months if there is a suspicion of misuse, or within 13 months in justifiable cases, after the date of clearing of such transaction. The information shall be submitted in the Bank's registered office, using a form provided for this purpose.
- g. If the Bank discovers, when considering an allegedly unauthorized transaction, that the Transaction was authorized, the Bank will refuse the complaint. If the Card Transaction was realized by using illegally obtained PIN, the Transaction shall be considered as unauthorized.
- h. The Card Account Owner bears the loss in case of unauthorized transaction, under the conditions stated in the Payment Services Act.
- i. The Bank shall calculate the loss (excess) of the Card Account Holder from an unauthorized Transaction on the basis of an exchange rate announced by the Czech National Bank as of the relevant date.
- j. The Card Holder or the Card Account Holder may file a complaint regarding an authorized Transaction within 8 weeks following the execution thereof; however, solely on condition that at the time of the authorization the exact amount had not been determined, or the amount exceeds the amount which the Card Holder may reasonably expect (this, for example, applies to car rentals, hotels, etc.). In other cases of authorized Transaction (e.g. an ATM does not deliver money, etc.), the complaint must be filed without undue delay, always within two months following the date on which the money is debited from the Card Account Holder's account.

- k. When filing a complaint regarding a controversial Transaction with a suspicion of a Card misuse (e.g. falsification, the Internet, ATM), the Card Holder shall always permanently block the Card, and subsequently provide the Bank with the Card concerned, with which the Transaction is associated; should the Card Holder fail to provide the Card, this fact shall be reflected during the complaint proceedings. However, this shall not apply if the loss or theft of the relevant Card is reported to the Bank.
- l. If it is obvious, with respect to the circumstances and complexity of the case, that the deadline for considering the complaint, agreed according to the generally acceptable rules of the relevant card scheme, may be exceeded, the Bank shall return the amount of the Transaction to the Card Account Holder, minus the amount of the loss which shall be borne by the Card Account Holder by force of law; in such a case, the Bank shall be entitled to block the relevant amount until the due completion of the complaint proceedings. Following the completion of the complaint proceedings, the Bank shall release the amount concerned if the complaint is evaluated as justifiable, or shall debit the amount concerned if the complaint is evaluated as unjustified.
- m. Nor the Issuer nor the Bank is responsible for the defects in goods or services paid by Card Holder via the Card. The Card Holder, resp. the Card Account Holder, can apply its claims and complaints to the relevant point of sale, where the buying took place. The Bank shall charge the Card Account Holder with a fee for unreasonable complaints in accordance with the Tariffs.

10. Loss / Theft / Misuse of Card

- a. The Card Holder or the Card Account Holder shall inform the Bank about the loss, theft or misuse of a payment card immediately after discovering such circumstances. If the misuse of a Card is reported, the Card Holder shall immediately deliver such a Card to the Bank. The information (regarding the loss, theft or misuse of Card) is submitted by the Card Holder or the Card Account Holder via phone, whether on the Bank's number communicated to the Card Holder together with the delivery of the Card, or the Card Issuer's number **+420 495 800 111**. The loss or theft of a Card may also be reported by a third party (the "**Reporting Person**"). In case of suspicion that the Card was misused, the Card Holder, or the Card Account Holder, is obliged to inform about the matter also the appropriate Czech Police department.
- b. The Reporting Person (the Card Holder, resp. the Card Account Holder, finder, other person) shall inform the Bank or the Issuer about all circumstances of the Card loss or theft, and if the Reporting Person does not know the Card number, it is necessary to provide other data with which it is possible to identify the Card Holder and the Card (for example the account number, birth number, etc.). The Bank and the Issuer are entitled to record telephone call.
- c. The Bank and the Issuer may in accordance with the valid Act on Banks, share such information with the state attorney and the police or other authorities. Immediately following the notification of any of the circumstances specified above, the Bank shall permanently reduce the Card validity for security reasons. However, the Bank does not bear responsibility for any damage incurred by the Card Account Holder or the Card Holder as a consequence of the permanent reduction of the Card validity.
- d. The permanent reduction of the Card validity cannot be cancelled. If the Card Holder regains possession of the Card after the Card is reported as lost, stolen or misused or the PIN/ePIN as disclosed, the Card must be delivered to the Bank and discarded immediately by the authorized Bank employee.
- e. The responsibility of the Card Account Holder for the Transaction executed using a lost, stolen or misused Card shall terminate immediately upon the fact is reported by phone according to the above provisions of the present Terms and Conditions (i.e. on the Bank's or the Issuer's telephone number). The Bank shall not bear any responsibility for damage incurred during Card Transaction when a PIN/ePIN is used or where the Card Holder acts in a deceptive manner.
- f. If the Card Holder or the Card Account Holder regain possession of the Card after the Card is reported to the Bank or the Issuer as lost or stolen, the Card must not be used any further and must be returned to the Bank.
- g. As regards complaints, the calculation of the Card Account Holder's loss from unauthorized Transaction (excess) shall be based on date on which the Card loss/theft is reported.
- h. The Card Holder may ask the Bank to provide a written confirmation of the reported payment card loss/theft/misuse; such a request may be submitted within 18 months following the date of reporting according to Article 10 (a) of the present Terms and Conditions.

11. Reduction of Card Validity upon Written Request of Card Holder, Card Account Holder for other Reasons than Loss, Theft, PIN/ePIN Disclosure or Suspected Card Misuse

- a. The Card Holder or the Card Account Holder may ask the Bank in writing to temporarily or permanently reduce the Card validity. However, the Bank does not bear responsibility for any damage incurred by the Card Account Holder or the Card Holder as a consequence of the temporary or permanent reduction of the Card validity.
- b. The Card Holder (of a Card without a chip) may apply for a temporary reduction of the Card validity as a consequence of which it will not be possible to effect Transaction verified (authorized) by the Bank or the Issuer. If the reasons for the temporary reduction cease to exist, the Card Holder may submit a written request for the cancellation of the temporary reduction of the Card validity. It will be possible to use the Card again after two Business Days following the delivery of the request for the cancellation of the temporary reduction of the Card validity to the Bank, provided that such a request is delivered to the Bank via fax by 4.30pm of the given Business Day. If the request delivered later or on other than Business Days, it will be possible to use the Card again after the following three Business Days. The Bank shall charge a fee for the temporary reduction of the Card validity, according to the Tariffs.
- c. The Card Holder or the Card Account Holder may ask the Bank in writing to permanently reduce the Card validity (including chip Cards); such a reduction cannot be later revoked.
- d. The Bank assumes responsibility for any damage caused by the misuse of the Card the validity of which has been temporarily or permanently reduced on the basis of a written request of the Card Holder or the Card Account Holder at 24.00am of the Business Day following the day on which the request for the reduction of the Card validity is submitted at the Bank counter, provided that the form of the application for the reduction of the Card validity must be delivered before 4.30pm of the Business Day concerned. If the form of the application for the reduction of the Card validity is delivered to the Bank or the Issuer later than at 4.30pm of the Business Day concerned or on other than Business Days, the Bank shall assume responsibility at 24.00am of the Business Day following the day on which the form of the application was submitted. The temporary reduction of the Card validity only applies to authorised transaction, and only for such Transaction the Bank assumes responsibility within the meaning of the foregoing.
- e. The temporary restriction of the Card validity may only be cancelled by the person who has applied for the temporary restriction of the validity, based on a written application sent to the Bank, as well as by the Card Account Holder or the person authorized to act on behalf of the Card Account Holder.

12. Bank's Authority to Restrict Validity of Payment Card on Own Initiative

- a. The Bank is entitled to restrict the Card validity, or the possibility to carry out Transaction without physical presence of the Card, whether temporarily or permanently, for the following reasons:
 - Card security, especially if there is a suspicion of unauthorized or deceptive use (if the Bank or the Issuer obtain information about the potential risk involving the Card concerned from a card scheme or another bank, or a similar reliable source),
 - Significant increase in the risk of the inability to repay loan by the Card Account Holder – Card Holder, if such loans are available by means of the Card.

If the Card validity is permanently restricted, such a Card may be retained if there is an attempt at its use. The Bank shall sufficiently inform the Card Holder about such measures, in a suitable manner and without unreasonable delay, using the phone number which the Card Account Holder notifies to the Bank upon the signing of the Agreement.
- b. Prior to the restriction of the Card validity or immediately after that, if this is not possible, the Bank shall inform the Card Holder about the restriction of the Card validity and the reason thereof. This obligation shall not apply if providing such information may frustrate the purpose of the Card validity restriction or if this is in conflict with any other legal regulations or internal Bank regulations. The Bank does not bear responsibility for any damage incurred by the Card Account Holder or the Card Holder as a consequence of the temporary or permanent restriction of the Card validity or as a consequence of the cancellation of the right to use the Card.
- c. As soon as the reasons for restricting the Card validity cease to exist, the Bank undertakes to immediately cancel the Card restriction or issue a “new” Card for the Card Holder to replace such a Card, with a new number and PIN, for a charge stated in the Agreement.

13. Emergency help - Abroad

- a. If the Card is lost or stolen abroad, the Holder may ask the VISA card scheme to issue an emergency Card or provide emergency cash to cover the necessary expenses. All necessary information and contacts are, for such cases, available on internet pages of the VISA card scheme.
- b. The VISA card scheme is entitled to refuse to provide such emergency services.
- c. The Bank shall charge a fee for issuing an emergency Card or providing emergency cash, according to the Tariffs.

14. Understanding the Terms and Conditions

The Card Account Holder shall be obliged to make himself/herself familiar with the present Terms and Conditions, and shall abide by the provisions thereof. The Card Account Holder shall bear full responsibility at all times for the breach of the present Terms and Conditions by the authorized Card Holders to whom Cards have been provided by the Bank on the basis of the Card Account Holder's request. The Card Account Holder is also obliged to ensure that the Card Holder becomes duly familiarized with the present Terms and Conditions prior to the acceptance of the Card. The Payment Card Customer Service shall provide copies of the present Terms and Conditions upon request. Furthermore, the Card Account Holder shall inform Card Holders about all amendments

to the Terms and Conditions, without any unreasonable delay after the Card Account Holder learns or should have learnt about such amendments.

15. Monitoring of Card Transaction

The Bank shall record and archive information about all instructions and Transactions carried out with the use of the Card, during a period required by the applicable legal regulations. If the Bank identifies any instructions or Transactions with unusual amounts or frequencies, or unusual in view of the long-term tendencies of the Card Holder's use of the Card, the character of which may lead to a suspicion of the Card being misused to the detriment of the Card Holder or the Card Account Holder, the Bank shall be entitled to block the Card concerned (Card Blocking). The Bank re-activates the Card after having investigated the circumstances of the case or upon request of the Card Account Holder.

16. Termination of Entitlement to Use the Card

The entitlement to use the Card shall terminate as follows:

- a. by termination notice served by the Card Account Holder; provided that termination also occurs when the Card Account Agreement to which the Card was issued is withdrawn from. The Card Account Holder is obliged to return all Cards to the Bank which cease to be valid upon the termination of the Card Account Agreement. In exceptional cases the Bank may not require that the Card be returned;
- b. by termination notice served by the Bank;
- c. by termination of the Card Account Agreement to which the Card was issued, in another manner in accordance with the applicable legal regulations;
- d. by the expiry of the Card validity, unless a Renewed Card is issued upon the Card Account Holder's request or pursuant to the Bank's decision;
- e. upon the Card Holder's death or after the Card Holder is declared dead. As of the date on which the Card Holder's death is duly confirmed to the Bank or on which the Card Holder is declared dead, the Bank shall cancel all issued and valid Cards held by such Card Holder. If the Cards are not returned to the Bank by then, the Bank shall be entitled to block such Cards or include them on the Stoplist.

17. Card Returning

- a. Upon the expiry of the right to use the Card, the Card Account Holder or the Card Holder shall immediately return the Card to the Bank; the Bank shall discard the Card as soon as possible by vertically cutting it twice across the magnetic strip and the signature strip. In case the Bank cannot of reasons on the part of the Card Holder, or the Card Account Holder obtain the Card from its Card Holder/Card Account Holder, the Bank shall ask the Issuer to restrict permanently the validity of the Card. Thereafter, the Bank is entitled to charge a fee to the Card Account Holder in accordance with the Tariffs.

- b. If the Card Account Holder or the Card Holder retains the Card after the termination of the right to use it, the Card Account Holder or the Card Holder shall bear full responsibility for all Transactions associated with the potential misuse thereof and the damage thus incurred by the Bank or any third parties in connection herewith. The Card Account Holder or the Card Holder shall immediately compensate the Bank for all damage incurred in this context.

18. Tariffs

- a. The Tariffs contains all types of fees associated with the Card Account and Cards issued to such a Card Account (especially the issue and use of the Card, Card Account statements, Card Account operation, and one- off fees for supplementary services, such as Blocking or Stoplising, cancellation of Temporary Blocking, Card cancellation, change in limit, confirmation, complaint or re-sending of statements, PIN code or issuing of a new Card); the Tariffs is available upon request submitted to the Bank's central office.
- b. The Card Account does not bear any interest. For unauthorized debit balances the Card Account Holder will be charged a fixed debit interest of 11% p. a.

19. Protection of Confidential Information

- a. The Card Account Holder or the Card Holder take into consideration, that during any communication with the Bank, when the Confidential Information are communicated, the Bank is obliged to carry out identity check in accordance with the valid legal regulations, especially in accordance with the Act on Banks and the Act against legitimization of proceeds of crime. The Bank treats Confidential Information in accordance with the valid legal regulations binding for the Bank.
- b. The Bank shall maintain the confidential nature of Confidential Information, even after the termination of the contractual relationship between the Bank and the Card Account Holder or the Card Holder.
- c. The Bank is only authorized to share Confidential Information with third parties in cases, to an extent and under conditions specified in the applicable legal regulations, agreed in the present Terms and Conditions and other agreements or arrangements between the Bank and the Card Account Holder or the Card Holder, and specified in a written consent granted to the Bank by the Card Account Holder or the Card Holder for this purpose.
- d. The Card Account Holder or the Card Holder agree that the Bank shall be entitled to share all Confidential Information with third parties (whether in or outside the Czech Republic), i.e. with any:
 - members of the ING Group (financial group) or their authorized representatives, legal, tax or other consultants (the definition of the ING Group is provided in the Wholesale Banking Conditions of the Bank which have been Published),
 - entity with which the Bank has initiated negotiations in connection with the provision of the Bank's products for the Card Account Holder or the Card Holder, and
 - entity with which the Bank has initiated negotiations or from which the Bank has ordered the fulfilment of its contractual or statutory obligations, including the execution of the rights from the contractual relationships between the Bank and the Card Account Holder or the Card Holder, if the confidential nature thereof is preserved, especially with the Card Issuer.
- e. The Card Account Holder agrees, and shall ensure that each Card Holder agree, that third parties with which the Bank shares Confidential Information pursuant to the provisions of paragraph (d) of this Article further process such Confidential Information to the delegated extent, for purposes arising from the nature of such third parties' operations, during the period required by the internal regulations of such third parties. The Card Account Holder agrees, and shall ensure that each Card Holder agree, that they may be offered banking products and/or other financial Transaction or services by the Bank or third parties.
- f. The Card Account Holder agrees and shall ensure that each Card Holder agree, that the Bank verifies the data it obtains about the Card Account Holder or the Card Holder, especially with courts, state administration bodies, other banks with which the Card Account Holder or the Card Holder have signed an agreement, or the employer of the Card Holder, provided that the confidential nature of the Confidential Information must be maintained.
- g. The Card Account Holder declares that he has been duly and timely informed and that each Card Holder has been duly and timely informed about the fact that the Bank collects, processes and verifies data about them, and that such data may be shared with third parties specified in paragraph (d) of this Article of the present Terms and Conditions.

20. Personal Data Protection

The Card Account Holder provides the Bank with the personal data of the persons authorized to act on behalf of the Card Account Holder, together with the personal data of the Card Holders or other persons. The Bank therefore understands that the Card Account Holder has an express consent from these individuals with their personal data being shared with the Bank, as well as with the Bank's collection and processing of the personal data (within the meaning of Act 101/2000 Coll., on personal data protection, as amended), i.e.:

- a. to an extent in which such personal data form part of the Confidential Information,
- b. for purposes associated with the provision of banking products by the Bank to the Card Account Holder or the Card Holder, as well as for other purposes, especially in connection with the Issuer's issuing of Cards, and the operative management, strategic planning or the internal audits of the Bank. For these processing purposes, the Bank shall anonymise the personal data, where this is possible and if it does not prevent the achievement of the Bank's objectives,
- c. during a period from the provision of such personal data to a three-year anniversary of the end of the last contractual relationship between the Bank and the Card Account Holder or the Card Holder.

21. Obligatory Identification and Control

- a. The Card Account Holder or the Card Holder take into consideration, that the Bank is obliged to carry out identity check and subsequent customer due diligence of the Card Account Holder or the Card Holder in accordance with Sec. 7 et seq of the Act against legitimization of proceeds of crime. The Bank is entitled at any time during the contractual relationship with the Card Account Holder or the Card Holder to require completion of their identification data. The Card Account Holder or the Card Holder is obliged to provide the necessary cooperation in connection with this identification or customer due diligence, especially to provide to the Bank the data required by the Bank, inform the Bank about changes of that data or to upon the Bank's request provide completion of that data. The Bank is entitled to temporarily or permanently restrict the Card validity or the possibility to carry out specific or all Transactions, in case that the Card Account Holder or the Card Holder refuses to provide to the Bank the data necessary for the identification or customer due diligence or does not provide sufficient cooperation till the Card Account Holder or the Card Holder provides these data to the Bank or provides the necessary cooperation. The Bank is entitled to make photocopies of all documents provided by the Card Account Holder or Card Holder in accordance with relevant legal regulations.
- b. The Bank shall not carry out Transaction while maintaining anonymity of the Card Account Holder or the Card Holder. The Bank is entitled not to carry out Transaction which might involve the risk of legitimization of proceeds of crime or financing of terrorism or if a suspicion exists, that the Transaction is subject to international sanctions within the meaning of legislation on the implementation of international sanctions or not to carry out the Transaction of which the Bank reasonably believes is not in accordance with legal regulations.
- c. The Bank shall not carry out Transaction while maintaining anonymity of the Card Account Holder or the Card Holder. The Bank is entitled not to carry out Transaction which might involve the risk of legitimization of proceeds of crime or financing of terrorism or if a suspicion exists, that the Transaction is subject to international sanctions within the meaning of legislation on the implementation of international sanctions or not to carry out the Transaction of which the Bank reasonably believes is not in accordance with legal regulations.
- d. Requirement of identification or customer due diligence in accordance with this Article 22 of Terms and Conditions applies accordingly to other persons (e.g. representative or agent of Card Account Holder) if relevant legal regulations, especially the Act against legitimization of proceeds of crime, require so.

22. Governing Law and Resolution of Disputes

The present Terms and Conditions, the Wholesale Banking Conditions, the Card Account Agreement and other documents relating to the provision of Cards for corporate Card Account Holders shall be governed by the laws of the Czech Republic, especially the applicable provisions of the Civil Code the Payment Services Act, and any disputes arising from and/or in connection with the documents above shall be resolved before the competent court of the Czech Republic.

23. Final Provisions

- a. The present Terms and Conditions are based on the Wholesale Banking Conditions of the Bank, with which the Card Account Holder has become familiarized and express consent. In matters not regulated in the present Terms and Conditions the contractual relationship between the Card Account Holder and the Bank shall be governed by the relevant provisions of the Wholesale Banking Conditions. If the Wholesale Banking Conditions include any provision that is in conflict with the present Terms and Conditions, the contractual relationship between the Bank and the Card Account Holder shall be governed by the present Terms and Conditions.
- b. The Bank is not responsible in terms of legal regulations for damages caused by the circumstances which have arisen independently on the will of the Bank which cannot be avoided or overcome and which prevent it from fulfilling its obligations. If any of the circumstances excluding the liability occurs, the Bank will take measures in order to mitigate the adverse impacts on the Card Account Holder, which can be adequately expected.
- c. The present Terms and Conditions are issued in Czech and English; in case of any discrepancy between the language versions, the Czech version hereof shall prevail.
- d. The Bank may make any changes or additions to these Terms and Conditions. All the changes and additions shall be notified by the Bank to the Card Account Holder at least 30 days before the proposed date of effect of the changes or additions (unless a longer time period is required by law), with the announcing of the date of effect of the changes or additions. The Bank only informs the Card Account Holder about changes to the Terms and Conditions in writing, i.e. not all Card Holders.
- e. If the Card Account Holder does not agree with the proposed changes or additions, he may terminate the Agreement before the effect of the changes or additions by a written notice with immediate effect. If the Card Account Holder fails to terminate the contractual relationship in this way before the effect of the changes or additions, the changes and/or additions to these Terms and Conditions shall be considered approved by the Card Account Holder and shall become part of the Agreement on their date of effect.