

BUSINESS TERMS AND CONDITIONS FOR ISSUING AND USING DEBIT CARDS OF UNICREDIT BANK CZECH REPUBLIC, A.S.

(1) PREAMBLE

- (1) UniCredit Bank Czech Republic, a. s., registered office at Na Příkopě 858/20, 111 21 Prague 1, ID 64948242, entered in the Commercial Register kept at the Metropolitan Court in Prague, Part B, entry No. 3608 (the "Bank") is issuing MasterCard International and Visa International payment cards to current accounts maintained by the Bank in CZK or in the foreign currency, and/or to a combination of one CZK account and one foreign currency account ("**debit card**" or only the "**card**"), in accord with conditions laid down in generally binding statutory regulations effective in the Czech Republic, in General Business Terms and Conditions of UniCredit Bank Czech Republic, a.s. ("**General Conditions**") and in these Business Terms and Conditions for Issuing and Using Debit Cards of UniCredit Bank Czech Republic, a.s. ("**Business Conditions**").
- (2) General Conditions and Business Conditions are an integral part of the Contract entered into between the Client and the Bank. Both these documents shall become binding on the Client upon making the Contract for Issuing the Debit Card and shall remain so until all claims of the Bank and the Client from the Contract have been completely settled. The owner of the account shall be held responsible that every holder of the card issued to his/her account has become acquainted with the terms and conditions related to debit cards within the scope of the contract relationship with the Bank and that the cardholder observes these Business Conditions.
- (3) By completing and signing the Application/Contract for Issuing the Debit Card (the "**Application/Contract**" or only the "**Application**" or the "**Contract**"), the applicant confirms that he/she read these Business Conditions, the Cardholder's Handbook and the Price List and that he/she has agreed therewith.
- (4) These Business Conditions comply with Model General Terms and Conditions for Issuing and Using Electronic Payment Instruments issued by the Czech National Bank on 4.12.2002 ("**Model Terms and Conditions**"), except for provisions of Article 6 (1) (a), (b), (d), Article 6 (2) and Article 8 (1)-(3) of Model Terms and Conditions from which these Business Conditions depart in provisions of Article 11 – Responsibility of the Bank and of the Cardholder.

(1.1) Definitions

Automated Teller Machine (ATM) is a self-service electronic facility designed for withdrawals of cash by cards. If the ATM offers other services, the cardholder may use them.

Security token is a security device able to authenticate the client based on modern encrypting technologies, i.e. to verify the client's identity and ensure secure communication with the Bank.

Blocking of the card is the measure preventing the use of the card for effecting transactions.

Cardholder is an individual to whom the Bank, after the fulfilment of all terms and conditions set by the Bank, issued the debit card pursuant to the Application/Contract for Issuing the Debit Card and who uses the Card. The cardholder's first name and last name must be always specified on the card. Should an individual hold or use the card without authorization, such person's acting shall be deemed illegal.

Confidential functions are functions accessible via the ATM only to Bank's cardholders with specifically set up access rights, which define the scope of authorization to use the ATM functions. A standard account owner's and authorized person's access to the account always includes a cash withdrawal, account balance in ATM, cash deposits to the account and account mini-statement.

Password is the data selected by the cardholder and serving for activation of the card and for subsequent telephone communication with the Bank. If the voice computer is used for the Client authentication, the user number assigned to the cardholder by the Bank must be used for communication. In well-founded cases, the cardholder has the right to change the password in writing after fulfilment of conditions set by the Bank.

Imprinter is a mechanical reader designed to make imprints of embossed cards and of the merchant's identification label on sales slips in effecting cashless payments.

Card is an electronic payment instrument by means of which the cash and cashless payment transactions are effected to the debit of the owner's account. The card (embossed, electronic or charge card) bears identification data enabling the visual, mechanical and electronic identification of a cardholder and its issuer, i.e. the Bank. Characters on the embossed card stand out from the surface of the card thus enabling their imprinting to a sales slip. The card bears its unique number, the cardholder's name and some protective elements, such as the hologram, chip, magnetic stripe, signature strip, etc. When used, the card automatically prefers the chip technology to magnetic stripe technology. It is a hybrid card. The debit card is non-transferable and it may be used exclusively by its holder.

Priority Pass card (the IAPA card) enables its holder to use above-standard privileges and discounts based on the worldwide scheme offered by international associations pursuant to conditions and rules they have defined. The international associations reserve the right to select the type of the card for granting their schemes. The services are subject to the current Price List. Find more information about the services on www.iapa.com and www.prioritypass.com.

Client shall mean an account owner and a person authorized by the account owner (the "**authorized person**") to handle funds available in the account by the debit card, unless it follows from the context that particular provisions may not apply to such person. An authorized person shall mean the person over the age of 18 indicated in a specimen signatures form to the account and authorized by the account owner to handle funds in the account in accord with conditions regulating the maintaining of a current account and/or the person at the age of 15 and more not indicated in a specimen signatures form to the account.

Account owner is an individual and/or legal person and/or individual-entrepreneur in whose name the Bank maintains the account.

PIN (Personal Identification Number) is a personal identification code set by the Bank and delivered to the cardholder for the purpose of his/her identification and proving his/her authorization to effect payment transactions by the card.

Carrier is a letter by which the card is handed over to the cardholder and which contains the information about the card activation, its blocking and limit.

Applicant is an individual who asked the Bank for issuing the card, who fulfilled terms and conditions for issuing and using the card and became the cardholder.

(2) ISSUING OF DEBIT CARDS – MAKING OF THE CONTRACT, SETTING OF A CARD LIMIT

- (2.1) The Bank will issue the debit card after the fulfilment of all pre-set conditions, based on a duly completed and signed "Application/Contract for Issuing the Debit Card". The Contract is deemed made, with a suspensive condition of its effect, on the day when the Application is approved by the Bank. The suspensive condition is fulfilled by handing over or delivering the card to the Applicant. The Bank shall inform the Applicant in writing of the approval or rejection of his/her Application. No legal entitlement to issuing of the card exists; the Bank shall have the right to reject without reasons the issuing of the card based on the Application which it has accepted and to inform the Applicant of its decisions.
- (2.2) The account owner, or all owners of the joint account, may ask for the issuing of the card. The Client shall be held responsible that all data specified in the Application are true and he/she undertakes to inform the Bank without undue delay of any material change in data. By signing the Application, the Applicant expressly agrees with all provisions of these Business Conditions and with the Bank's Price List. If the Client asks for complementary services offered by the Bank, by signing the Application he/she agrees with conditions under

which such services are provided by the Bank, whether such complementary services were agreed upon signing the Application or additionally in writing, or by phone at the Client Line of the Bank.

- (2.3) The account owner can ask the Bank for issuing the debit card to his/her account also for a person who has been specifically named in the Application as the person authorized to handle funds in the account by the debit card. The Application for Issuing the Debit Card to the authorized person must be signed also by that authorized person as the Applicant.
- (2.4) If all conditions defined by the Bank are fulfilled, several debit cards can be issued to one account. In such case, an independent Contract for issuing each of the debit cards must be made.
- (2.5) The Bank may condition the issuing of the debit card by the fulfilment of additional conditions, for example, by a minimum deposit amount, minimum average account balance, minimum turnover in the Client's account, or by proving the Client's solvency, payment discipline, etc. Internal conditions for issuing various types of cards may differ. The Bank may also condition the issuing of the debit card by obtaining the security for the Bank's receivables arising from the Client's payment transactions effected by the debit card, in the manner and to the extent required by the Bank. The Client acknowledges and agrees that if the Bank decides to apply the security for receivables from card transactions (in the form of a tied deposit, blocking of funds in the account, etc.), it shall have the right to exercise this security for the whole period of duration of the Contract, or until all obligations toward the Bank are fulfilled.
- (2.6) Should the issuing of the debit card be conditioned by providing the security in the form of a pledge right to a receivable from a deposit in a deposit account, etc., the Client is obliged to enter into an independent security contract with the Bank, or to ensure that such contract be made by a respective third person, under conditions and for such period so that the security exist at least for the period of the validity of the respective card.
- (2.7) In case of early termination of existence of the security, or in case of cut in the security value, the Bank shall have the right to block the card at the Client's costs, along with other measures pursuant to General Conditions.
- (2.8) The Client is obliged to maintain a sufficient balance of free funds in the account to which the card was issued so that the payment transactions effected by the debit card can be fully covered.
- (2.9) The Limit is a value defining the volume and number of transactions that may be effected by card within the set period. The number of transactions for the respective type of the card shall be set exclusively by the Bank. The card limit is set in accord with internal conditions and criteria of the Bank and with respect to cardholder's requirements. The limit is always notified to the Client in writing, upon the card's handover to the Client at the latest.
- (2.10) The Client is obliged to ensure that the agreed contract conditions be fulfilled for the whole period of validity of the debit card.

(3) DELIVERY OF THE CARD AND PIN

- (3.1) The Bank shall send the PIN to the cardholder by a recorded delivery letter (to be hand-delivered to the addressee only) to the address specified in the Application. Upon receiving the letter mail, the cardholder is obliged to check the integrity of the letter. If the letter shows any signs of damage, the cardholder shall ask the respective post officer for a confirmation of the delivery of a damaged letter. The cardholder is obliged to inform the Bank immediately of such fact. In such case, the Bank will issue the new card and new PIN to the cardholder, under the same conditions and free of charge. Upon dispatching the letter for its delivery, the liability for potential damage shall pass to the cardholder. If the letter is not delivered to the cardholder within 4 weeks from signing the Application/Contract, the cardholder is obliged to notify the fact immediately to the Bank.
- (3.2) The Bank shall send the card to the cardholder on a paper carrier (the "Carrier") by a recorded delivery letter (to be hand-delivered to the addressee only) to the address specified in the Application. The Carrier will contain confidential data set by the Bank in connection with the card using. Upon dispatching the Carrier for delivery, the liability for damage shall pass to the cardholder. Upon receiving the letter mail, the cardholder is obliged to check the integrity of the letter. If the letter shows any signs of damage, the cardholder shall ask the respective post officer for a confirmation of the delivery of a damaged letter. The cardholder is obliged to inform the Bank immediately of the fact. In such case, the Bank will issue the new card and new PIN to the cardholder, under the same conditions and free of charge. If the letter is not delivered to the cardholder within 4 weeks from signing the Application/Contract, the cardholder is obliged to notify the fact immediately to the Bank.
- (3.3) After agreement of the cardholder with the Bank, the cardholder may take over the card in person, in the term and in the place set by the Bank. In this particular case, the cardholder shall sign the statement of taking over the debit card, thus confirming that the letter containing the PIN was handed him/her over in an undamaged condition. In addition, the cardholder shall confirm that he/she has got acquainted with the PIN and with obligations related to the PIN and laid down in these Business Conditions, in the Cardholder's Handbook and in other documents issued by the Bank in relation to debit cards.
- (3.4) For the purpose of this contract relationship the parties have agreed that the Bank has the right to change at its discretion, in certain circumstances and one-sidedly, the form of the card's distribution, mainly in respect of Cards issued automatically prior to the effect of these Business Conditions.
- (3.5) In extraordinary situations, the debit card may be taken over by other person authorized for this purpose by the cardholder based on the officially attested written power of attorney.
- (3.6) If the cardholder was not reached and the letter mail was returned to the Bank as non-delivered, and/or if the cardholder rejected to take over the letter mail and the letter was returned to the Bank, and/or if the cardholder did not take over the debit card in person in the Bank within 3 months from the delivery of the PIN or if he/she for any reason rejected to take over the debit card already produced, the Bank shall have the right to destroy, for security reasons, the card having been returned or not having been taken over after the expiration of 3 months of its keeping in custody, and to charge the costs for its issue and destruction to the debit of the account to which the card was issued. Issuing of the new card will require the making of a new contract. The same procedure shall apply if the cardholder does not take over the new debit card issued to replace the former card within 3 months from the termination of the validity period of the former card.
- (3.7) Upon receiving the card, the cardholder is obliged to sign it (at best in blue or black ballpoint pen) on a signature strip on the reverse side. The cardholder's signature will serve as a specimen signature allowing to check the rightfulness of effected transactions. If he/she fails to sign the card, he/she shall be held responsible and be liable for all unauthorized transactions effected by the card due to his/her failure to sign it. The card not signed on a signature strip is invalid. The cardholder is recommended to make a photocopy of both sides of the card signed by him/her and to keep for the event the Bank asks for it.

(4) ACTIVATION OF THE CARD AND ITS VALIDITY

(4.1) Activation of the card

- 4.1.1 A cardholder is obliged to activate the card after its delivery / handover at the telephone number specified on the Carrier, unless expressly provided otherwise. The card will be factually activated by the following business day from the telephone request at the latest. Until the telephone activation, the first issued card is inactive for security reasons. By activating the card, the cardholder only reconfirms his/her explicit consent to all provisions of the Contract, these Business Conditions, Cardholder's Handbook and other relevant contract documentation, which shall become an integral part of contractual arrangements between the Bank and the cardholder.
- 4.1.2 In case of the card taken over in person in the Bank, the Bank will activate the card without undue delay after it has received the information that the cardholder took over the card, as a rule, on a business day following the takeover day.

(4.2) Validity of the card

- 4.2.1 The debit card is issued for the period set by the Bank. The validity of the card ends on the last day of the month and year marked on the front side of the card. The cardholder may use the card only by that date. The card is the property of the Bank and, on

request, the account owner or the cardholder is obliged to return the card to the Bank or to other person authorized by the Bank for this purpose.

- 4.2.2 If the validity of the card expires, and if the cardholder has been observing conditions set by the Bank, the Bank will automatically issue a new debit card for the next period with the same PIN. The Bank will not issue a new card, if the Client indicated in the Application that he/she did not wish the new card to be issued and/or if he/she informed the Bank in writing / by phone, no later than 1 month prior to the expiry of the existing card's validity, that he/she did not want the new card to be issued. The account owner has the right to preclude the automatic reissuing of any card issued to his/her account.
- 4.2.3 In case of mechanical damage to the card, the Bank will issue, at the Client's request, a duplicate card pursuant to provisions of respective sections of these Business Conditions. The condition of issuing the duplicate is that the cardholder returns the damaged card to the Bank. The Bank is entitled to charge the fee for issuing the duplicate or the new card to the account owner's debit in accord with the effective Price List. The term for the issuing of the duplicate is the same as standard terms set for the issue of the card.
- 4.2.4 Validity of the debit card ends by:
- the expiry of the term for which the card was issued;
 - blocking the card;
 - returning the card to the Bank;
 - accidental damage to the card (mechanical damage, etc.);
 - delivering a withdrawal from the Contract;
 - delivering a withdrawal from the Contract for Account to which the debit card was issued, unless the card was transferred to other account maintained in the same currency.

After the card's expiry, the card may be no longer used. The cardholder is obliged to destroy the card – in cases specified in subsections a), d) and/or b) of this subsection 4.2.4. – by cutting it in two and keep it for the next 6 months, during which term the Bank can ask for it for reason of possible complaints. The Bank shall not be responsible for possible damage caused to the Client due to abuse of the damaged card and the Client is obliged to reimburse the Bank without undue delay for possible damage. This condition shall apply also to IAPA and Priority Pass cards, if provided to the Client by the Bank.

(5) PROTECTION OF THE CARD AND PIN, BLOCKING OF THE CARD

(5.1) Protection of the card

The cardholder is obliged to use the card and keep it in compliance with these Business Conditions and to observe the rules aimed at ensuring the card's security, so that the card may not be stolen, lost or abused by unauthorized persons. It means that the Client is obliged to keep the card in a secure place, separately from other personal documents, and to protect it against mechanical damage and effects of the magnetic pole (mobile telephones, loud speakers, magnetic locks, etc.).

(5.2) Protection of PIN

- 5.2.1 The Bank notifies the card PIN only to the respective cardholder. The cardholder must not write down the PIN on the card, keep the PIN and the card in one place or to disclose the PIN to other persons (family members, officers and employees of the Bank, the police, etc.). The cardholder is obliged to keep the PIN in secret and after remembering it, the cardholder is recommended to destroy the envelope with the PIN code.
- 5.2.2 Should the cardholder forget the PIN, he/she can ask the Bank to notify the PIN to him/her again, however, such request must be always approved by the Bank. If the Bank cannot notify the PIN again to the cardholder, and if no reason exists to apply other procedure, the Bank will issue a new card with a new PIN code. Such new card will be issued with the validity by the end of the period for which the former card was issued, unless expressly provided otherwise. However, the cardholder must return the former card to the Bank. The Bank is entitled the charge the fee for the new PIN or the new card to the debit of the account in accord with the effective Price List.

(5.3) Blocking of the card

- 5.3.1 In case of the loss, theft or abuse of the card, or if the card's unauthorized use is suspected, the cardholder is obliged to notify such facts immediately at the client telephone line or at the non-stop hotline and to ask for blocking the card. The cardholder is recommended to notify the loss or theft of the card to the Police if he taken out the respective card-related insurance. On request, the cardholder is obliged to submit the Bank with a written statement of reporting the loss or theft to the Police.
- 5.3.2 The client line operator will ask the Client for data according to which he can identify the respective card. The cardholder is obliged to inform the Bank whether he/she is the account owner or the authorized person and, as the case may be, provide other possible information required by the Bank. The account owner shall have the right to ask for blocking of any card issued to his/her account. He/she is obliged to inform the cardholder, the authorized person, of termination of his/her right the use the debit card and to ensure the card's destruction or return to the Bank. In exceptional cases, the blocking of the card may be requested by a third person who has fulfilled the requirements of the Bank concerning the verification of credibility of the lodged request. In this connection, the Bank shall not be liable for unauthorized blocking of the card or for possible costs incurred due to providing of requested services. The cardholder and a third person are obliged to inform the Bank of all available significant facts related to the card's loss or theft and of circumstances suggesting its abuse. On request the Bank will notify the cardholder a blockage identification code as the evidence of blocking the card at the client line.
- In exceptional situations, when the Client cannot ask for blocking the card in person, and when the threat of delay exists, the Bank has the right to ask for submission of the power of attorney of the Client or to lay down other conditions for blocking the card. The Bank has the right to verify the identity of an applicant for blocking the card.
- 5.3.3 The request for blocking the card may be filed at the Bank's branch or at a member bank of the respective international card association, or at the company established for this purpose. However, the request filed in this way shall become effective for the Bank only after the Bank has received it.
- 5.3.4 If the card is blocked by request of the cardholder, the Bank will issue the cardholder a new substitute card of the same type in accord with respective provisions of these Business Conditions, unless the cardholder rejected the issue of a substitute card upon the blocking the card. Rejection of the substitute card will be interpreted by the Bank as a request for termination of the contract relationship. Along with sending the substitute card, the Bank will send the cardholder a new PIN code. Costs related to issuing of the new card will be charged by the Bank to the debit of the account to which the card was issued. However, the Bank will issue a new card only if no fear of breach of these Business Conditions by the cardholder exists.
- 5.3.5 The Bank has the right to block the card even without the cardholder's request if it reasonably fears that the card is or may be abused by unauthorized person or if these Business Conditions has been breached by the cardholder, i.e. the cardholder has acted with gross negligence or in a fraudulent manner. The Bank will decide on adopting the respective measure at its sole discretion, depending on the gravity of findings available to it. The card will be blocked by the Bank without undue delay after establishing the relevant fact. The Bank need not inform the cardholder of such fact. If the card was blocked in accord with these Business Conditions, the Bank shall not be liable to the cardholder for effects of the adopted measures.
- 5.3.6 In case of the loss or theft of the card, the cardholder must check whether IAPA and Priority Pass cards, if issued to the cardholder, were also lost or stolen. If the cardholder still has the cards, he/she is obliged to destroy them or return them to the Bank. Along with the new card, the Bank will provide the cardholder with new IAPA and Priority Pass cards, unless agreed otherwise.
- 5.3.7 The Bank and any of its branches, or any member bank of the respective international card association, shall have the right to take away the card from the cardholder the validity of which terminated due to its blocking and the cardholder is obliged to give out the card.

5.3.8 The Client is obliged to reimburse the Bank for costs incurred in connection with blocking the card and for all fees charged in accord with the effective Price List.

(6) USE OF THE CARD

- (6.1) The cardholder is obliged to use the card in accord with conditions defined in the Contract and in these Business Conditions and in compliance with generally binding statutory regulations. If these Business Conditions do not regulate some issues, the Bank will proceed pursuant to generally binding Czech Republic laws.
- (6.2) The card can be used for effecting cash and cashless payment transactions in the Czech Republic and abroad (withdrawal of cash from ATMs, at counters of banks or in exchange offices and for cashless payments for goods or services in outlets marked with the logo of the respective international card association, etc.). In case of effecting transactions by the card with the chip technology, it is necessary to enter the PIN not only when withdrawing cash from the ATM, but also when paying to merchants (regardless of the type of the embossed or electronic card).
- (6.3) The cardholder has the right to effect card transactions up to the lower of (1) the amount of current limits set to the card or (2) the amount of funds available in the card account at the moment of effecting the transaction. If the funds available in the respective account do not suffice to effect the required payment transaction, the execution of the transaction may be rejected.
- (6.4) A cashless transaction is confirmed by giving the merchant a sales slip duly signed by the cardholder, or by using the PIN. The signature on the sales slip must conform to the signature on the signature strip on the card. By signing the sales slip and by giving it to the merchant, or by using the PIN, the cardholder confirms the amount charged by the merchant and the purpose of payment. The cardholder is obliged to keep a copy of the sales slip for possible future complaint.
- (6.5) If the card is destroyed by a merchant, e.g. when producing a sales slip through the imprinter, the cardholder must ask the merchant for confirmation of this fact and return the damaged card, including the merchant's confirmation, to the Bank (by ordinary letter mail). A duplicate of the card will be produced at the cost of the Bank after delivery of the damaged card and the merchant's confirmation.
- (6.6) When entering the PIN in effecting a cash or cashless transaction, the cardholder is obliged to proceed in the manner to avoid the PIN disclosure and the card abuse in future.
- (6.7) When effecting card transactions, the cardholder is obliged to submit, at request of the merchant, also his/her proof of identity and to indicate required identification data (in case of submission of a passport, etc.). The cardholder is aware of the fact that the respective merchant/outlet has the right to ask the authorization centre for consent (authorization) to execute of the required transaction and to effect the transaction only after receiving such authorization. The transaction is authorized prevalingly automatically by the system of payments and/or by the respective merchant's telephone call. The transaction is authorized in accord with parameters set to the card, as a rule, against the account balance and card limit, or against the card limit.
- (6.8) The cardholder can withdraw cash from ATMs after typing the PIN on the ATM's keypad in accord with instructions for service and use indicated on the screen or on the ATM's information panels.
- (6.9) If when withdrawing cash from the ATM the required cash is not delivered to the cardholder, or if the card has been picked up, the cardholder is obliged to notify this fact to the Bank without undue delay.
- (6.10) The Client agrees that the Bank has blocked the service enabling cashless transactions to be effected without physical use of the card (post or telephone order of goods by card and/or card transactions on the Internet), unless it the Bank and the cardholder agreed otherwise. The Bank enables the cardholder to authorize or prohibit the execution of such transactions by calling to the Client Line.
- (6.11) The Bank does not examine the rightfulness of transactions effected by the cardholder, nor is it liable for such transactions.
- (6.12) The Bank reserves the right to suspend or cancel without reason individual authorizations for execution of card transactions or to preclude some types of payment card transactions, and to notify its decision to any third person, in particular, to merchants, financial institutions or to the organization maintaining a database of unauthorized holders of cards or a database of invalid cards. If statutory regulations have been breached, the Bank will inform the respective state authority, provided it is required to do so by law. The Bank will notify in writing such decision to the cardholder in an appropriate and provable manner.

(7) CASH DEPOSIT THROUGH THE ATM

- (7.1) It is possible to deposit valid banknotes (including the ones in preclusion or damaged) in the Czech or foreign currency. It shall be also possible to deposit parts of banknotes in the Czech currency. In this case the Bank shall proceed in compliance with the Czech National Bank's Decree No. 37/1994, Coll., as amended, which provides rules for accepting and handling money and rules of granting compensation for parts of banknotes and damaged banknotes and coins. The list of foreign currencies allowed to be deposited through the ATM shall be set by the Bank. Parts of banknotes denominated in the foreign currency and coins may not be deposited in this way. Pursuant to the above mentioned Decree, the banknotes that the Bank suspects of counterfeiting will be retained without compensation.
- (7.2) Deposit to an account is a function by which the cardholder can deposit cash to a current or savings account maintained with the Bank. To deposit money to an account means to insert a deposit slip issued by the ATM and the respective cash amount into an envelope and to insert the sealed envelope into the respective ATM slot. If the height of the wad of cash aimed to be deposited to an account is higher than the height of the ATM slot, the cash must be deposited in several deposits. As a rule, it is possible to deposit maximum 30 banknotes. One envelope may comprise a deposit composed of one-currency banknotes only. The deposit aimed to be made in several currencies must be sub-divided into several deposits by individual currencies.
- (7.3) The cash deposit must be always recounted in a commission, i.e. by minimum two employees of the Bank. If the total deposit amount differs from the one specified on the slip inserted into the envelope by the cardholder, the Bank will credit the cardholder's account with the amount established by the Bank's employees based on the deposit recounting.
- (7.4) The deposit amount shall be decreased by nominal values of banknotes suspected of counterfeiting, by deductions from nominal values of parts of banknotes and by the respective Bank's fees.
- (7.5) If it is impossible to deposit the accepted cash to an account, the Bank will place the cash into custody and ask the cardholder for a new instruction.
- (7.6) The Bank will credit the cash to the account no later than on the following business day after making a deposit to an account.
- (7.7) The ATM may be used for cash deposits up to the amount of CZK 500,000 or its counter-value in the foreign currency. The whole transaction ends by issue of a slip, which confirms that the envelope was inserted into the ATM.

(8) CLEARING OF TRANSACTIONS

- (8.1) A card transaction will be cleared to the Client's account after it has been processed by the bank of the merchant in whose establishment the card was used, or by the bank operating the ATM. It will be cleared in terms and with effect set by effective legal regulations, in particular the Payment Act No. 124/2002. The Bank clears the arrived transactions on a daily basis, on business days, no later than on the following business day after receiving the entire information related to the respective transaction. Charge-card transactions are cleared only once a month, as a rule, at the ultimo of the month. The client receives the information about the account in the form of an account statement, which contains mainly the amount and identification of the transaction/item.
- (8.2) If the card has been issued to a combination of the CZK account and foreign currency account, the card transactions in CZK will be charged to the debit of the CZK account and card transactions in the foreign currency to the debit of the foreign currency account.
- (8.3) Transactions effected in the currency of the account will be debited in their nominal value. Transactions effected in the currency other than the currency of the account will be converted, and posted to the account, by the Bank's closing rates of exchange effective on the day prior to the accounting day. If the transaction currency is not listed in the Bank's exchange rates, the transaction will be converted into EUR or USD by MasterCard International or Visa International rates of exchange and the account will be subsequently debited with the amount resulted from the conversion of the EUR or USD amount by the Bank's currency sell rate effective on the clearing day.

- (8.4) Should a merchant offer the cardholder a Dynamic Currency Conversion service, i.e. the conversion of the transaction amount to the value in the cardholder's domestic currency, and if the cardholders agrees, such amount and currency shall be deemed final and relevant for further processing of the transaction and it shall become the transaction currency. The international transaction amount will be charged to the debit of the cardholder's account in the CZK value which the cardholder confirmed on the sales slip. By signing the sales slip or by typing the PIN the cardholder has confirmed that he/she was informed of and agreed with the applied exchange rate, possible fees and final amount in the agreed currency, independently from the merchant's domestic currency.
- (8.5) If the goods is returned or if the service has not been provided, the respective merchant does not return the cash, but issues a credit voucher the confirmed copy of which is handed over to the cardholder. The Bank will subsequently credit the amount specified on the credit voucher to the client's account. If the transaction was effected in the foreign currency, the Bank will apply a current rate of exchange. In case of clearing a credit transaction from the merchant, whose transaction has been processed by the merchant's bank, the Bank shall not be held liable if the amount differs due to other time of clearing or due to exchange rates differentials.
- (8.6) The cardholder is obliged to reimburse the Bank for all fees connected with the issuing and using of the card, i.e. for issuing and maintaining the card, transaction fees for individual types of transactions, fees for supplementary services, etc. The amount and type of all fees (one-off, periodical or percentage rates) are set in the current Price List, which is an integral part of the Contract.
- (8.7) The annual fee for a debit card is charged independently from the fact whether or not the cardholder activated the card or actively uses it. The annual fee shall be charged at the day of producing the debit card and then it is always charged at the anniversary day of the card's issue, for the whole period of duration of the contract relationship.
- (8.8) The transaction fee is charged independently, as a rule, on the same day when the card transaction to which the fee is linked is cleared. Individual types of transactions which may be charged according to the current Price List include: cash withdrawals from ATM, cash withdrawals at the cash counter of the Bank or in the exchange office and cashless payment for goods or services. Such fees may be further subdivided depending on whether the domestic or foreign transaction and/or transaction through the Bank's or other person's ATM is concerned.

(9) COMPLAINTS

- (9.1) The Client has the right and is obliged to object to faults in the clearing of cash and cashless transactions effected by card or to charged fees without undue delay after receiving the account statement or the statement of card transactions, but no more than within 35 days from the date of debiting the transaction from the account. The account owner is also entitled to object to faults in the clearing of transactions effected by the card held by the authorized person. If the account owner does not object to faults within the set term, the Bank will understand that he/she has agreed with the data specified in the statement. The Bank keeps its internal records for a sufficiently long period, which enables it to trace back the transactions and to correct errors and, in case of any dispute, it can document a correct record and the clearing of a questionable transaction, or it can prove that the questionable transaction was not influenced by a technical error or other defect.
- (9.2) When objecting to a transaction, the Client is obliged to submit all available documents in order to support the complaints procedure (payment vouchers, cash withdrawal slips, etc.) and, on request, the debit card. The Client is obliged to keep all documents to every transaction for at least 6 months for possible future complaints. If called by the Bank to provide other documentation relating to the respective transaction or to supply other information in support of his/her assertions, he/she is obliged to meet the Bank's call no later than within 10 days from the delivery of the call. Should the Client fail to supply timely the required documents, the Bank shall be entitled to discontinue the complaints procedure.
- (9.3) The Bank will credit respective funds to the account or take other appropriate measures if it has found the complaint justified. In the opposite case, it shall decline the Client's complaint. The Bank will inform the cardholder in writing of the result of his/her complaint without undue delay after the end of the complaints procedure.
- (9.4) The Client acknowledges that the term of settlement of a complaint about the card transaction depends on and corresponds to terms set in complaints procedure rules of the MasterCard International a Visa International Association. The cardholder undertakes to respect these terms and their alterations made by the respective card association.
- (9.5) The Bank shall not be held responsible for possible damage which may be caused by discontinuing the complaints procedure, if the complaint was lodged after the expiration of the term set for lodging a complaint or if the client failed to submit documents proving the rightfulness of the complaint.
- (9.6) The ruling contained in these Business Conditions in section Complaints shall have the preference to the varying ruling in General Conditions.
- (9.7) If according to Business Conditions the cardholder objected unsuccessfully to an incorrect transaction, or if he/she claimed unsuccessfully other remedies, he/she shall be entitled to address the financial arbitrator who is authorized to decide disputes between issuers of cards and cardholders in issuing and using electronic means of payments pursuant to the Financial Arbitrator Act No. 229/2002 Coll. The proposal for proceedings before the financial arbitrator shall be lodged at the following address: Washingtonova 25, 110 00 Prague 1.

(10) TERMINATION OF CONTRACT RELATIONSHIP

- (10.1) The Bank and/or the Client shall be entitled to terminate in writing the Contract without giving reasons. By terminating the contract relationship, the Client becomes obliged to settle his/her obligations toward the Bank without undue delay.
- (10.2) The account owner may cancel the authorization of every individual holder of the card with immediate effect, if such cards were issued to his/her account. The account owner and the cardholder shall be liable jointly and severally for returning the destroyed cards to the Bank. If they fail to return the cards to the Bank, the Bank shall be entitled to charge the account owner a fee for blocking the cards. The Bank shall not be liable for damage caused due to abuse of cards not having been returned and the account owner will become obliged to reimburse the Bank for potential damage.
- (10.3) The Contract for Issuing and Using the Debit Card shall expire at the same time as the validity of the card, unless the new debit card is issued for a new period on its basis.
- (10.4) After the termination of the Contract, the account owner continues to be obliged to keep sufficient funds available in the current account to which the debit card was issued so that all payment transactions made by the card can be settled.
- (10.5) If the account owner withdraws from the Contract for Account, the validity of every debit card issued to this account shall end on the day of delivery of the withdrawal notice to the Bank. The account owner is obliged to inform individual holders of debit cards issued to such account of termination of their right to use the debit card and to ensure that their cards be returned to the Bank. The Client is obliged to destroy the cards by cutting them in two. The account owner is obliged to deliver all cards issued to his/her account to the Bank jointly with the notice of withdrawal from the Contract for Account (i.e. also IAPA and Priority Pass cards, if issued to the Client). If the account owner fails to return all cards to the Bank, the Bank shall have the right to charge the account owner a fee for blocking the cards. The Bank shall not be liable for damage caused due to abuse of cards not having been returned and the account owner will become obliged to reimburse the Bank for potential damage.
If the Client asks, the Bank may transfer the issued debit cards to other Client's account maintained in the same currency as the former account. However, no legal entitlement exists to transferring the card to other account; the Bank can reject the transfer of the card to other account without reason.
- (10.6) If the Bank withdraws from the Contract for Account to which at least one debit card was issued, the validity of every debit card issued to such account shall end on the day of delivery of the notice of withdrawal to the Client. The account holder is obliged to inform individual holders of cards issued to the respective account of termination of their right to use the card and to ensure that the card be returned to the Bank. The Client is obliged to destroy the cards by cutting them in two. The account owner is obliged to return all cards issued to the

respective account to the Bank immediately after receiving the notice of withdrawal from the Contract for Account, no later than within 15 days from the delivery of the withdrawal notice (i.e. including the IAPA and Priority Pass cards, if issued to the Client). If the account owner fails to return all cards to the Bank, the Bank shall have the right to charge the account owner a fee for blocking the cards. The Bank shall not be liable for damage caused due to abuse of cards not having been returned and the account owner will become obliged to reimburse the Bank for potential damage.

- (10.7) If the validity of the Contract for Account, to which the debit card was issued, is to terminate, the account owner is obliged to ensure that all receivables of the Bank from the Client occurred from the issue and use of a debit card be fulfilled in the manner and in the value set by the Bank.
- (10.8) The Contract shall cease to exist if a debit card has not been issued within three months from the day of delivery of the client's Application to the Bank and/or if the card was not taken over by the Client/cardholder within the term and in the manner set by the Bank.
- (10.9) If the Bank learns that the cardholder died, his/her card will be blocked. In case of the account owner's death, the Bank will block all cards issued to such account. The right to handle funds in the account by card arising from the Application/Contract shall terminate upon the account owner's death.

(11) RESPONSIBILITY OF THE BANK AND OF THE CARDHOLDER

- (11.1) The account owner shall be responsible for observing of the Contract, these Business Conditions and other related documents. He/she shall be further responsible for observing of the Contract, General Conditions, these Business Conditions and other related contractual documentation by all holders of cards issued to his/her account.
- (11.2) In case the card was lost or stolen, the cardholder shall be liable for all transactions, damage and costs, which have arisen from such loss or theft of the card by the time of asking for blocking the card at the client line of the Bank, and his/her liability for transactions, damage and costs arising from the abuse of the lost or stolen card within the term of 48 hours prior to asking for blocking the card is limited to a maximum amount of CZK 4,500.
The Bank shall be liable for transactions not having been provably ordered by the cardholder provided the cardholder acted in accord with the Contract, General Conditions, these Business Conditions and generally binding statutory regulations. In such case, the cardholder will receive the full amount of the complained transaction, including possible prices and the interest lost. This shall not apply if the Bank assumed responsibility for individual transaction in accord with above-mentioned text.
- (11.3) In case of abuse of the card, in which the PIN was used, or if the cardholder provable acted in a fraudulent manner, in conflict with contractual arrangements or with generally binding legal regulations, the cardholder shall be liable for all transactions, damage and costs also after asking for blocking the card.
- (11.4) The cardholder shall be liable for damage caused due to breach of his/her obligation to keep the PIN and password in secret.
- (11.5) The Client was expressly warned that when effecting card transactions without the card being used physically (i.e. via the internet), he/she is exposed to the risk of its abuse. The Bank shall not be held responsible for any such abuse of the card.
- (11.6) The Bank shall not be liable for any damage caused due to non-execution of required transactions for reasons being beyond its direct or indirect control, in particular, electric power failure, ATM defect, rejection to accept the card, even without reason, strike, etc. The Bank shall not be either liable for any damage caused in connection with the invalid card or due to damage to or retaining of the card by the merchant.
- (11.7) The Client shall be held responsible that all data indicated in the Application/Contract are true and he undertakes to inform the Bank without undue delay of any substantial change in personal data and financial standing, such as the permanent residence, etc. Should the Bank incur any damage due to false data specified by the Client, the Client shall be obliged to reimburse the Bank for such damage.
- (11.8) The Bank shall be responsible for mistakes or other inconsistencies in the maintaining of the account to which the card was issued, if such mistakes or inconsistencies can be attributed to the Bank.

(12) COMPLEMENTARY SERVICES

- (12.1) The cardholder has the right to exploit facultative complementary services offered by the Bank to cards and the services included in the current offer of the Bank. The Bank reserves the right to select the type of the card to which the complementary service will be provided. Complementary services can be an integral part of privileges connected with the card and the cardholder shall become, without any further approval, a rightful user of such complementary services.
- (12.2) Complementary services related to the card are provided under conditions laid down by the Bank and for the price specified in the currently effective Price List. The cardholder who asks for a complementary service shall understand and agree that the Bank is entitled to transfer his/her personal and other data (first name, second name, birth number, card number, card validity and validity of the respective complementary service) to the respective third person so that the complementary service can be provided.
- (12.3) Every complementary service scheme is ruled by independent conditions, which are handed over to the cardholder upon the arrangement of the complementary service, and/or they are available on the Bank's websites, unless provided otherwise.

(13) MUTUAL COMMUNICATION

- (13.1) Legally relevant communication between the Bank and the Client is the communication through the Bank's employee in the Bank's offices, the communication through a third person authorized by the Bank for this purpose and/or ordinary written communication or, as the case may be, other communication with the Bank agreed in the contract.
- (13.2) Unless expressly agreed otherwise or unless other procedure follows from the substance of the matter, the Client is obliged to settle written or oral matters related to the debit card in the Bank's branch which keeps /her current account to which the debit card is or is to be issued.
- (13.3) Written form only must be used to:
- ask for issuing of the card,
 - terminate the contract relationship.
- If the Client communicates with the Bank in writing, the Bank can authenticate him/her, provided his/her identity cannot be verified in a standard manner in the Bank's branch, in the following manner:
- personally (including the verification of the Client's identity by telephone),
 - the Bank can authorized a third person for this purpose;
 - by accepting an official verification (verification by a notary or municipality, etc.).
- (13.4) The Bank has the right, if really necessary, to use other available manner of communication with the Client, (e-mail, internet, fax, SMS message or other alternative manner of communication). If the Client requires the e-mail communication with the Bank, the Client shall be aware of the fact that such manner of communication is unsecured and the Bank cannot be held responsible for its abuse.
If necessary, when communicating with the Client or with a third person, the Bank can limit or completely exclude standard identification procedure. In well-founded cases, the Bank shall have the right to communicate with other person than the Client.
- (13.5) Legally relevant communication of the Bank with the Client and vice versa is deemed to be the telephone communication, if the client proves his/her identity in a pre-agreed manner and if the Bank has no doubts about his/her identity. The Client hereby agrees that a third person who has proved his/her identity by correct cardholder's identification data has the right to communicate with the Bank by telephone.
- (13.6) The Bank arranges the communication with the Client through the operators or by use of the voice computer. The Bank shall inform the Client of current telephone connection in an appropriate manner.

- (13.7) Client's identification data to be used for telephone communication particularly include:
- birth number,
 - the password indicated by the Client in the Application or the password changed additionally during the communication with the Bank,
 - security token,
 - significant data entered by the cardholder upon the card activation, or a user number assigned by the Bank.
- The Bank is not obliged to require the above listed identification data when addressing the Client, i.e. in the telephone contact initiated by the Bank.
- (13.8) The Client may authorize a third person for telephone communication with the Bank within the set limits, which person can be authorized to effect certain acts on condition of observing a standard manner of communication. In particular:
- to activate the card,
 - to obtain the information about the account balance and change in personal data,
 - to block the card,
 - to apply for complementary services defined by the Bank or for their cancellation.
- In case of such request, the Bank shall have the right to identify the third person and, if it deems necessary, to reject the request should it have any doubts on the rights of such third person. The Bank is obliged to inform immediately the Client by telephone of such fact. Other request for actions not particularly listed in this section can be accepted by the Bank by telephone based on the pre-agreed manner of identification, exclusively based on verification by use of a security token.
- (13.9) A telephone order shall be binding on the Bank only if the Client has notified the Bank all requisites needed for the execution of the required order. In case of any doubts during the telephone communication, the Bank shall have the right to end the communication with the calling person, i.e. the cardholder or a third person. The Bank shall not examine the authorization of the calling person. The Client shall be held responsible for all requests made by a third person, provided such person has proved his/her identity by correct identification data of the Client. If the Client cannot prove his/her identity by standard identification data (because he/she forgot his/her password, etc.), the Bank can identify the Client in a substitute way – by static data.
- (13.10) During the telephone communication, the Client, or a third person authorized by the Client, shall prove his/her identity at the instruction of and to the extent set by the operator, or in conformity with the voice computer instructions. Data required for identification must be indicated in an understandable way, unambiguously, accurately, completely and without possible corrections so that no doubts may arise.
- (13.11) The Client agrees that all his/her telephone calls, or the third person's call, with the Bank concerning the services provided to the card, be recorded on a magnetic band and an optical disc, or by other technical means enabling the recording of a call, its storing and reproduction.
- (13.12) The Client also agrees that the recordings of telephone calls made between the Client and the Bank, or between a third person and the Bank, be used as the evidence, to the extent set in generally binding legal regulations, in any proceedings before courts, administrative, police and other authorities or, if necessary, for protection of the Bank's and the Client's justified interests. The use of recordings of telephone calls in conformity with this section shall not be deemed a breach of a banking secret pursuant to a respective provision of the Banks Act No. 21/1992 Coll., as amended, and pursuant to related regulations.
- (13.13) Any amendment to the contract relationship made orally shall become effective on the day of its approval by authorized representatives of the Bank. Subsequent delivery of a written confirmation of its approval by the Bank to the address set in the Contract for delivery of the correspondence shall have only a declaratory nature.
- (13.14) All cardholder's written documents for the Bank shall be delivered to the address of the Bank's seat. The Bank's written documents for the Client shall be delivered to the address of the Client in the manner and in terms defined in General Conditions of the Bank.

14. CLOSING PROVISIONS

- (14.1) The Bank shall be entitled to amend the Business Conditions from time to time. Alterations and amendments, or full wording of amended Business Conditions, shall be published in an appropriate manner in the Bank's premises freely accessible to the public in ordinary working hours and they shall be also available in all branches of the Bank and on the Bank's websites. The Bank shall inform the Client of amendment of Business Conditions and of the manner of their publishing in writing, as a rule, in the account statement. The Client is obliged to get acquainted with amended Business Conditions without undue delay. If the Client does not withdraw from the Contract within 30 days from the delivery of the notice of amendment, the Business Conditions shall become binding on that contract relationship with effect from the day set in the amended Conditions.
- (14.2) The Bank shall have the right to detail provisions of these Business Conditions in handbooks or other materials issued to cards and the Client is obliged to respect complementary rules issued in this way.
- (14.3) These Business Conditions become effective on 5.11.2007 and supersede the Business Conditions dated 1.4.2003.