

# OVERVIEW OF CHANGES AS AT 01. 03. 2022

## PRODUCT BUSINESS TERMS AND CONDITIONS FOR ISSUANCE AND USE OF PAYMENT CARDS UniCredit Bank Czech Republic and Slovakia, a.s.

### NEW TEXT

#### 1 INTRODUCTORY PROVISIONS

- 1.3.** Detailed information and instructions about payment cards are provided in the Cardholder Handbook of UniCredit Bank Czech Republic and Slovakia, a.s. Information is available online at [www.unicreditbank.cz](http://www.unicreditbank.cz) or in printed form at any of the Bank's points of sale.
- Cancelled

#### 2 DEFINITION OF TERMS

- **A 3D Secure authorisation code** is a personalised security element serving to confirm transactions made with merchants who use two-factor security ~~the Mastercard SecureCode and Verified by Visa security protocol~~ of card associations.
- ~~A security code serves to verify the Client's identity when communicating with the Bank.~~
- ~~A security token is a security device that, on the basis of advanced encryption technologies, ensures verification of the Client and his/her secure communication with the Bank.~~
- **CVV/CVC code** is a security element used to identify the Cardholder in an environment without the presence of a payment card (e.g., the Internet).
- **Dynamic Currency Conversion** is ~~a service enabling the Client to select the currency in which the card transaction is then made.~~ a service enabling the Client to select the currency in which the card transaction is then made. The amount of the transaction is converted into the value of the currency selected by the holder; after confirmation, this amount and currency are final and decisive for further processing of the transaction.
- **NFC device** is a device equipped with technology allowing contactless payment and a Bank-supported application which allows making payment transactions through mobile, watches or other devices.
- **A renewed card** is the card issued ~~once the original card's validity period has expired~~ after the expiry of the original card.
- **Push notification** is a notification delivered using an internet banking mobile app. It is used to authorise 3D Secure transactions.
- **The transaction limit** is the authorised maximum amount per cash and non-cash transaction that the Client is entitled to draw by means of the Card. The Bank is entitled to change the transaction limit upon ~~written~~ agreement with the account owner or primary cardholder. The Bank is entitled unilaterally to decrease this limit or modify its distribution on the limit for cash and non-cash transactions and must notify the Client about any such change.
- **The settlement period** is a recurrent period generally lasting, ~~as regards to credit cards,~~ 1 calendar month whose final day is stated in the ~~card~~ account statement. During this period, all transactions executed and presented to the Client for payment on the due date are settled. ~~The settlement period during the validity of the card may not be changed.~~

#### 3 CARD ISSUE

- 3.3** The application/agreement automatically expires ~~if the Bank does not, on the basis of the Application/ Agreement, issue the debit card within three months of the day of the Bank's receiving the Application or if the card is not collected by the Applicant/ Client during the indicated period and in the manner stipulated by the Bank; if the first card issued is not taken over by the client – applicant within this period and in the manner specified by the Bank. If the card is not handed over, the Bank may request compensation from the Client for expenses associated with producing and delivering the card.~~
- 3.5** The Client agrees that the Bank is entitled to inform other banks in the Czech Republic if the account owner or the Client breaches the Agreement. The Client also agrees that the Bank shall provide the ~~relevant~~ card associations ~~Mastercard a Visa~~ with information concerning the payment cards issued to the Client (e.g. payment card number, validity period).

#### 4 DELIVERY OF THE PIN AND CARD

- 4.1** ~~The Bank will send the card's PIN to the Client separately from the card by standard mail to the address given in the Application.~~
- The Bank shall send the card's PIN to the Client by registered mail in a parcel designated for personal delivery to the address stated in the application separately from the Client's own card, or the Bank may send the card's PIN to the Client via internet banking (in this case, the PIN is not sent to the Client by letter).

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<b>4.2</b>	The Bank will send the card to the Client by ordinary mail <del>registered mail in a parcel designated for personal delivery</del> to the address specified by the Client. Upon delivery of this parcel to the Client, the liability for the card and PIN protection passes to the Client.
<b>4.7</b>	After collecting the card <del>containing a signature strip</del> , the Client is obliged to sign it on the signature strip on its reverse side. The signature on the signature strip serves as a specimen for confirming authorisation of a payment transaction executed with the card. If the Client does not sign the card on the signature strip, then the card is not valid.
<b>5 CARD ACTIVATION, CARD VALIDITY AND CARD REPLACEMENT</b>	
<b>5.3</b>	If the card's period of validity expires, the Bank will automatically issue a renewed card for a new validity period unless the Client withdraws from the agreement in writing no later than one month prior to the card's expiry date. <del>A renewed card shall not be renewed automatically, provided the card is blocked permanently.</del> If a permanent blocking of the card is performed, the Bank shall issue a card with a new number instead of the original card, unless the permanent blocking was related to the termination of the contractual relationship.
<b>5.5</b>	The card's validity shall cease due to: a) lapse of the period for which the card was issued; b) permanent blocking of the card; <del>e) accidental impairment of the card (mechanical damage of the card, etc.); or cancelled</del> <del>d) náhodným znehodnocením karty (mechanické poškození karty apod.); cancelled</del> e) c) termination of the Agreement.
<b>5.8</b>	As a result of discontinuing the issue of a certain type of card or transferring the current card to another type of card product, the Bank is entitled to replace such card and provide the Client with a card of another type. The Bank shall promptly inform the Client <del>in writing about no longer issuing the product</del> about not issuing the product by means of a separate letter, however, at least two months in advance. The Client shall also be informed <del>in the letter as to the</del> in writing about the date of discontinuing the current product, an offer and conditions of a new product, and the time-limit within which the Client may express his/her disagreement with the offer. If the Client does not refuse the offer within the time-limit, the Bank shall send the Client a new card. If such card is not delivered to the Client, the existent contractual relationship between the Bank and the Client shall be not terminated thereby.
<b>6 CARD USE</b>	
<b>6.4</b>	The Bank will permit the transaction provided that the Client confirms (authorises) such transaction by any of the following: d) transmitting the card identification data or entering the CVV / CVC code or <del>confirming the push notification delivered to the internet banking mobile app 3D Secure authorisation code</del> for performing e-commerce transactions or a combination of these methods;
<b>6.6</b>	Provision of the service on the basis of which non-cash transactions can be executed via the card without the presence of the card (postal/telephone order for goods or services made using the card, and/or non-cash transactions made using the card on the internet) is prevented by the Bank, except for non-cash transactions secured by a <del>push notification 3D Secure authorisation code</del> , unless otherwise agreed with the Client.
<b>7 TRANSACTION SETTLEMENT, FEES</b>	
<b>7.3</b>	Transactions executed with the card are charged according to the rules of the card associations: a) Amounts of the transactions executed using a debit card shall be debited from such an attached account the currency of which is identical to that of the transaction. <del>Where such account in the same currency is not attached to the card or the respective account lacks available funds, the transactions shall be debited from the account which is maintained in the currency identical to the currency of the card association. It is EUR for MasterCard and USD for VISA. If the Client does not have any of the above accounts attached to the card, the transaction shall be</del> <del>if the primary account lacks available funds,</del> debited from the account indicated as the primary attached account. If the primary account lacks available funds, the transaction shall be debited from another attached account in a row. The transactions executed in a foreign currency are converted to CZK at the FX sell rate, while transactions executed in CZK are converted to the respective foreign currency at the FX buy rate. If, however, an attached account is maintained in the currency of the respective card association, such transaction amount is converted to that currency at the own exchange rate of that association. If the transaction currency is not included in the Bank's list of exchange rates, the transactions are converted to the currency and at the own exchange rate of the respective card association. If subsequently, subject to the attached account's currency, yet another conversion becomes necessary, such amount is converted to CZK at the FX sell rate and then from CZK to the respective currency at the FX buy rate. The transactions are always converted at the rates valid on the transaction clearing date.
<b>8 CARD SECURITY, PIN SECURITY</b>	
<b>8.3</b>	If the Client forgets the PIN, he/she may request <del>the Bank to allocate a new PIN.</del> <del>sends the PIN again;</del> this request must always be approved by the Bank. If not approved, then the Bank must issue a new card with a new PIN. The Bank is entitled to debit a fee for producing the new PIN or new card from the account pursuant to the Price List.

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<b>8.4</b>	The Client may change the the card's PIN through the UniCredit Bank Czech Republic and Slovakia, a.s., ATM network, provided the given ATM enables this function. <del>Following the PIN change, certain services provided through ATMs may become accessible to the Client only on the next business day.</del>
<b>9 CARD BLOCKING</b>	
<b>9.1</b>	In the case of the card's loss, theft or misuse, or if circumstances suggest that unauthorised use of the card could occur, the Client is obliged to report these facts to the Bank immediately. <del>The Client also has the option of temporarily blocking the card via internet banking.</del>
<b>9.2</b>	An instruction for blocking may be submitted at <del>the Bank's place of business,</del> at a point of sale at a member bank of the relevant international card association or another company designated for this purpose. An instruction submitted in this manner becomes effective in relation to the Bank once the Bank receives it. In the case of blocking a card at the Client's request, the Bank shall issue its holder a new card of the same kind as a replacement. The Bank will also send the holder a new PIN. The Bank is entitled to a fee for issuing a new card in the case of blocking according to the Price List.
<b>10 CLAIMS</b>	
<b>10.1</b>	The Client is obliged to notify the Bank of any unauthorised or incorrectly executed transactions made using the card or any incorrectly charged fees without undue delay after receiving the account statement, but no later than 13 months from the date of a transaction's debiting from the account. <del>Claims concerning cash withdrawn within the Cash Back or Cash Advance services must be made immediately upon receipt of cash first from the relevant merchant or the bank or exchange office (as regards the Cash Advance service).</del>
<b>10.4</b>	The Client acknowledges that the time period for settling a claim <del>concerning goods or services paid by card (i.e., beyond the Act on Payment System) in relation to the card</del> corresponds to those stipulated by the rules for a claim proceeding of the respective international card association <del>Visa International nebo Mastercard International.</del>
<b>12 TERMINATION OF THE CONTRACTUAL RELATIONSHIP</b>	
<b>12.5</b>	If the Bank learns about the Client's death in a credible manner, his/her card will be <del>permanently</del> blocked. In the case of the primary cardholder's death, all issued credit cards shall be <del>permanently</del> blocked. Debit cards of authorised users shall be <del>permanently</del> blocked in the event of death of the account ownere only if the account owner has given relevant instructions for that purpose.
<b>13 RESPONSIBILITIES OF THE BANK AND CLIENT</b>	
<b>13.7</b>	The Bank is not responsible for defects <del>of goods/services</del> (e.g. in quantity and quality) or for failures to provide services or deliver <del>goods paid for</del> by the card. The Client shall register such claims and complaints at the respective point of sale where he/she made the purchase.
<b>14 ADDITIONAL SERVICES</b>	
<b>14.5</b>	The Bank offers and provides a credit cardholder a direct banking service to the card, through which it is possible in holding the card to communicate with the Bank and obtain information about the card through the internet network. If this service is agreed, the Client undertakes to adhere to the conditions for providing direct banking as laid down by the Bank in the relevant documentation. <del>The Client's right to use the internet banking related to the card is terminated upon termination of the contractual relationship.</del>
<b>15 FORMS OF MUTUAL COMMUNICATION</b>	
<b>15.5</b>	If the Bank obtains from the Client his/her mobile phone number or email address, it is authorised to use such contact information to inform the Client of circumstances associated with fulfilling the Agreement (including, among other things, notification of rejecting a transaction, suspicion of card misuse and delay in payment). <del>The Bank may not send business communications in this manner without the Client's express consent.</del>
<b>15.6</b>	<del>If the Client requests communication with the Bank by email, he/she acknowledges that such communication is not secure and the Bank is therefore not responsible for its misuse.</del> Cancelled
<b>15.7</b>	The following are the Client identification data for telephone communication:
<b>15.6</b>	a) <del>birth certificate number;</del> date of birth, or portion of the card number; b) <del>user code;</del> cancelled c) <del>security code;</del> cancelled d) <del>b) password.</del>
	The Bank is not obliged to request the above identification data through telephone contact made by the Bank.

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#### 16 SPECIAL PROVISIONS FOR USING CREDIT CARDS

<b>16.6</b>	<p>Interest and fees are credited to the total amount due regularly on a monthly basis and become part of the principal that the Client is obliged to pay in accordance with paragraph 16.7 et seq. <del>Unless the Bank stipulates otherwise in a specific case, Unless the law or the Bank stipulate otherwise in a specific case OR unless the law stipulates or it is agreed otherwise in a specific case,</del> receivables from the Client for payment of all debt amounts due to the Bank are settled in the following order:</p> <ol style="list-style-type: none"><li>compensation of costs incurred for possible debt recovery;</li><li>late payment interest;</li><li>regular interest and fees of the Bank;</li><li>amounts of individual transactions from the oldest date.</li></ol> <p>In calculating the interest on the Bank's receivables from the cardholder, a calendar year of 360 days is taken as the basis and the actual days of the receivable age.</p>
<b>16.12</b>	<p>If the Client designates debiting from the account by the Bank as the manner of payment for amounts due and there are more than 2 refused debit payments from the primary card holder's account by the Bank, the Bank is entitled to change the manner of payment to the form of a payment order. <del>Also, the amount shall not be debited from the Client's account if the settlement period is in progress. In such a case, the Client is obliged to pay any arrears using a one-time payment order.</del></p>
<b>16.13</b>	<p>Debit to be made from the Client's account maintained with UniCredit Bank Czech Republic and Slovakia, a.s., requires a sufficient balance on such account as of the due date for paying the agreed debit amount. Debit to be made from the Client's account maintained with another financial institution requires a sufficient balance on such account one business day prior to the due date for paying the agreed debit amount. If the debit is not carried out by the Bank due to an insufficient balance, the Client is obliged to execute by the due date a non-cash transfer of at least the minimum mandatory payment. <del>In the event of an insufficient balance on the holder's account, the Bank shall make an attempt to debit the amount from the holder's account only for seven consecutive working days, once a day. If the payment is not made during this period due to an insufficient balance on the account, the Client is obliged to pay at least the mandatory minimum instalment in the given accounting cycle.</del></p>

#### 17 FINAL PROVISIONS

<b>17.2</b>	<p>This wording of the Product Business Terms and Conditions for the Issue and Use of Payment Cards of UniCredit Bank Czech Republic and Slovakia, a.s., becomes valid on <del>16th July 2019</del> 1 March 2022.</p>
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