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

UniCredit Bank Czech Republic and Slovakia, a.s.

UniCredit Bank

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UniCredit Bank

1 INTRODUCTORY PROVISIONS

1.1 UniCredit Bank Czech Republic and Slovakia, a.s., with its registered office in Prague 4 – Michle, Želetavská 1525/1, PC 140 92, ID No.: 64948242, registered in the Commercial Register of the Municipal Court in Prague, Section B, File No. 3608 (hereinafter referred to as the "Bank"), is a bank in accordance with Section 1(1) of Act No. 21/1992 on Banks, as amended, and is authorised in accordance with the relevant provisions of the stated Act to issue electronic means of payment..

1.2 The Bank issues debit and credit cards of international card associations. The General Business Terms and Conditions of UniCredit Bank Czech Republic and Slovakia, a.s., (hereinafter referred to as the "General Business Terms and Conditions"), the Product Business Terms and Conditions for the Issuance and Use of Payment Cards of UniCredit Bank Czech Republic and Slovakia, a.s., (hereinafter referred to as the "Product Terms and Conditions"), the Product Business Terms and Conditions for Accounts and Payment Services of UniCredit Bank Czech Republic and Slovakia, a.s., (hereinafter referred to as the "Product Terms and Conditions for Accounts and Payment Services"), and the Price List for the Provision of Banking Services of UniCredit Czech Republic and Slovakia, a.s., (hereinafter referred to as the "Price List") form an integral part hereof.

1.3 The card is the property of the Bank.

1.4 The Bank is entitled to amend the Product Terms and Conditions or add new provisions thereto, in particular concerning provisions relating to the payment card, its issuance, delivery, activation, validity and replacement, use, protection and blocking, special provisions for the use of a credit card, the scope of changes to the Product Terms and Conditions, and the rules for implementing such changes. The Bank is entitled to amend the Product Terms and Conditions or to add new provisions thereto if a reasonable need for such changes or amendments arises, such as a need to change or newly and explicitly adjust certain rights and obligations of the parties in connection with a change in legal regulations, available technologies, a situation on financial markets, the Bank's business policy, or the rules of card associations. The Bank shall send the wording of the changes and amendments, or the complete wording of such amended Product Terms and Conditions, to the Client at least two months prior to the proposed effective date of such amendment. If the Client does not agree with the proposed amendment to the Product Terms and Conditions, he/she is thereby entitled to terminate the respective contractual relationship by providing the Bank with a written notice of termination with immediate effect, but no later than on the day preceding the date of the proposed amendment. If the Client does not reject the Bank's proposal, then the new wording of the Product Terms and Conditions becomes binding upon the concluded contractual relationship as a change in the originally agreed conditions of the contractual relationship, effective as from the date stated in the given amendment to the Product Terms and Conditions as the date upon which the new wording of the Product Terms and Conditions becomes valid.

1.5 In the case of a change or amendment to a framework agreement according to the respective act, the provisions of paragraph 1.4 shall apply not only in the case of a change or amendment to the Product Terms and Conditions but also in the case of any other changes or amendments to the contractual conditions of such framework agreement, with the exception of an agreement on interest and exchange rates, for which the Bank is entitled to amend the agreement between the parties on interest and exchange rates at any time and to do so unilaterally and without prior notice, provided the change consists of an adjustment in reference interest or exchange rates.

1.6 Should the parties' rights and obligations governed by the Product Terms and Conditions change as a direct result of a change in legislation that cannot be contractually circumvented, provision 1.4. The Bank shall inform the Client of any such change.

2 DEFINITION OF TERMS

- **A 3D Secure** authorisation code is a personalised security feature used to confirm transactions at merchants using two-factor security of card associations.
- **An ATM** is a self-service electronic device used to withdraw or deposit cash by card.
- **A contactless card** is a debit or credit payment card supporting the PayPass or PayWave contactless chip technology.
- **A contactless payment** is a card transaction that is made by attaching a contactless card or NFC device to a payment terminal that supports contactless technology.
- **An interest-free period** – a period from the date of clearing a non-cash payment by the due date indicated on the statement during which no interest is charged on non-cash transactions provided the given conditions are fulfilled.
- **Card blocking** is a measure consisting in preventing the possibility of executing transactions via the card.
- **Cash Back** is a service that makes it possible to withdraw cash when making a non-cash payment.
- **A CVV/CVC code** is a security feature used to identify the card holder in an environment without the presence of a payment card (e.g., the Internet).
- **A debit card** is an electronic means of payment issued by the Bank through which cash and non-cash payment transactions are debited or credited to the account owner's payment account.
- **An authorised user** is a holder of a debit card issued to another person's account.

- **An additional card** is a credit card issued to a third party with the primary card holder's consent. An additional card is used for cash and non-cash transactions that draw on the credit limit of the primary card holder.
- **Dynamic Currency Conversion** is a service enabling the Client to select the currency in which the card transaction is made. The amount of the transaction is converted into the value of the currency selected by the Client; after confirmation, this amount and currency are final and decisive for further processing of the transaction.
- **A primary card** is a credit card issued to the Client in whose name the card account is maintained (primary card holder).
- **A charge card** is an electronic means of payment that allows the drawdown of the Bank's funds for cash and non-cash payment transactions and its due date (see paragraph 16.6) is always at the end of the given calendar month, the form of payment is always direct debit from the account with the Bank, and the minimum mandatory payment (paragraph 16.7) is 100 %.
- **A credit card** is an electronic means of payment issued by the Bank through which cash and non-cash payment transactions are made to draw on the credit limit granted.
- For the purposes of these Product Terms and Conditions, **a card** or **payment card** refers to both a credit card and debit card, unless the text expressly states otherwise.
- An **NFC device** is a device equipped with a technology enabling the execution of a contactless payment and an app supported by the Bank, which enables payment operations in a mobile phone, watch or other devices.
- **A card carrier** is a written document sent to the applicant together with which the card is delivered and which contains practical instructions for card activation, phone numbers for card blocking, and the like.
- **A renewed card** is the card issued for a period after the expiry of the original card.
- **Merchant** is the entity to which the card holder pays for goods or services by payment card.
- **PayPass** (Mastercard association) / PayWave (Visa association) is a contactless chip technology enabling contactless payments on the payment terminals that support this technology. A transaction and its authorisation are executed by putting the card sufficiently close to the contactless payment terminal. No PIN code entry is required for contactless payments of amounts lower than the limit published by the Bank. The maximum limit for the PayPass/PayWave service is set at CZK 500 per transaction within the Czech Republic. The card holder shall be required to enter her/his PIN for a transaction exceeding CZK 500. The limit may differ in various countries, subject to the rules applicable in the respective country. The Bank is entitled to unilaterally change the limit amount, while it shall notify the card holder of the limit change in a suitable manner.
- **A PIN** (Personal Identification Number) is a personalised security feature consisting in a personal identification number generated by the Bank and issued to the Client for the purposes of the Client's identification and of proving the Client's authorisation to execute payment transactions when using the card. The Client may subsequently change her/his PIN.
- **Pre-contractual information** is information that the Bank is obliged, pursuant to Act No. 257/2016 on consumer credit and the amendment of certain acts, as amended, to provide to the applicant prior to establishing the contractual relationship.
- **Push notification** is a notification delivered using an internet banking mobile app. It is used to authorise 3D Secure transactions.
- **APR** – the annual percentage rate of costs associated with drawing the credit limit established in accordance with Act No. 257/2016.
- **A transaction limit** is the maximum authorised amount for cash and non-cash transactions that the Client is entitled to draw by means of the card. The Bank is entitled to change the transaction limit upon agreement with the account owner or the primary card holder. The Bank is also entitled to unilaterally decrease this limit or to modify its distribution on the limit for cash and for non-cash transactions and to notify the Client of any such change.
- **An account** is the current account opened and maintained by the Bank for the Client which is used for executing payment transactions. For the purposes of the credit card agreement, an account shall also mean a card or credit account to which the credit limit drawn by the Client on the basis of the credit card issuance agreement is assigned.
- **A credit limit** (also a credit) is the maximum authorised amount that the Client can draw by means of the credit card during the clearing period agreed between the Bank and the primary card holder. If multiple cards are issued within a single account, then this limit is valid collectively for all these cards. The Bank may unilaterally decrease the amount of the credit limit and notify the Client of the change. The Bank may propose an increase in the credit limit to the Client in writing. The credit limit is increased if the Client does not reject the Bank's proposal in writing or by phone within the stipulated period which must not be shorter than one month.
- **A virtual card** is a card that does not exist in plastic form.
- **A settlement period** is usually a thirty-day period that begins on the first day after the end of the contractual relationship, i.e., after the expiry of the notice period or after the date agreed between the Bank and the Client as the last day of the agreement's validity. During this period, the Client's card account is settled, i.e., the Bank's receivables from the Client are settled or the credit balance on the card is settled. The credit card can no longer be used during the settlement period; outstanding receivables arising from the use of the credit card cannot be settled by direct debit and the notice cannot be revoked. The settlement period lasts until the card account is fully settled.

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- **A clearing period** is a recurrent period generally lasting, as regards credit cards, one calendar month; the last day of such period is specified in the card account statement. During this period, all transactions executed and presented to the Client for payment on the due date are cleared. The clearing period during the validity of the card may not be changed.

3 CARD ISSUANCE

3.1 The card is issued by the Bank on the basis of the relevant contractual document.

3.2 The account owner also may request the Bank to issue a card to his/her account to another person whom the account owner has designated as a person authorised to dispose of the funds in the account via the card. The application for such a card must also be countersigned by the intended card holder. The card holder is subject to all the obligations regarding the safe use of the card set out in Chapter 8.

4 RECEIVING THE PIN AND THE CARD

4.1 The Client receives the PIN:

a) by mail to the address specified in the application separately from the card, or

b) in the internet banking mobile app (in this case, the PIN is not sent to the client by paper mail).

4.2 The Bank shall send the card to the Client to the address specified by the Client. In the case of a virtual card, the relevant virtual card details are sent to the Client in the internet banking mobile app. Upon receipt of such mail by the Client, the liability for the card and PIN protection passes to the Client.

4.3 The Client is obliged to check the integrity of both mail items upon their collection. If a mail shows signs of damage, the Client shall notify the Bank of this fact immediately. In such a case, the Bank shall assign and send to the Client a new card and new PIN free of charge under the same conditions. If the mail has not been delivered to the Client, the Client is obliged to notify the Bank of this fact immediately.

4.4 By agreement of the Client with the Bank, the card and the PIN can also be handed over in person within a time-limit and at a location agreed with the Bank. In this case, the Client also confirms receipt of the PIN envelope and its integrity by signing the record of the card's receipt.

4.5 In exceptional cases, the card may be collected by another person authorised to do so by the Client on the basis of an officially verified written power of attorney or on the basis of a request drawn up in the presence of an employee of the Bank.

4.6 If the Client cannot be reached and the mail is returned to the Bank as undelivered or if the Client refuses to accept the document and the mail is returned to the Bank, then the Bank shall invalidate the returned card or PIN for security reasons after three months of its validity. If a renewed card, duplicate card or card reissued due to a change of information cannot be delivered pursuant to the preceding sentence, the existent contractual relationship with the Client shall be not terminated thereby. After this time-limit and at his/her request, the Client shall be issued a duplicate card, unless the Bank decides otherwise, including a potential PIN generation, at the Client's expense and in accordance with the Price List.

4.7 After collecting the card containing a signature strip, 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.

5 CARD ACTIVATION, CARD VALIDITY AND CARD REPLACEMENT

5.1 The card must be activated before use.

5.2 The card is issued for the period indicated on the card. The virtual card is issued for the period specified in the internet banking app.

5.3 If the card expires, the Bank automatically issues a renewed card for the new validity period, unless the agreement is terminated at the same time. The Bank is entitled to renew the card only in virtual form. If the card is blocked permanently, 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.

5.4 In the event of mechanical damage to the card, the Bank shall issue a duplicate card to the card holder at his/her request. If the card is reported lost or stolen, the Bank shall issue a new card to the card holder. The Bank is entitled to debit a fee from the account according to the Price List for producing the duplicate or new card.

5.5 The card shall expire upon:

a) lapse of the period for which the card was issued;

b) permanent blocking of the card;

c) termination of the agreement.

5.6 Once the card expires, it may no longer be used. Should the Client fail to return the card to the Bank, he/she is obliged to destroy the card by cutting it through the chip and magnetic strip. The Bank is not liable for any damage resulting from misuse of the card after its expiry or after termination of the Client's contractual relationship with the Bank and the Client is obliged to compensate the Bank for any damage without undue delay.

5.7 The Bank shall be entitled to replace such card and provide the Client with a card of a different type due to the termination of the issuance of a certain type of card or the transfer of an existing card to another type of card product. The Bank shall inform the Client in writing about the termination of the issuance of the product in due time, but at least two months in advance. At the same time, the Client shall be informed in writing of the date of termination of the existing product, the offer and terms of the new product and the deadline by 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 supplied to the Client, the existent contractual relationship between the Bank and the Client shall be not terminated thereby.

6 CARD USE

6.1 The Client is obliged to execute any transactions using the card only up to the balance available on the account, or, up to the credit limit not drawn with regard to the credit cards, and up to the transaction limits.

6.2 The Client is entitled to withdraw cash from an ATM or at a Bank's cash desk in a maximum amount corresponding to the transaction cash limit.

6.3 When executing transactions using the card, the Client is obliged to present, at the request of the merchant, an identity document. The Client acknowledges that the merchant is entitled to require the consent of the authorisation centre (authorisation) for executing the requested transaction and to carry out this transaction only if authorisation is obtained.

6.4 The Bank shall permit the transaction, provided the Client confirms (authorises) such transaction by any of the following:

a) by signing a cash register slip at the merchant;

b) by entering her/his PIN;

c) by putting the card close to the contactless payment terminal, unless the PIN is required at the same time;

d) transmitting the card identification data or entering the CVV / CVC code or confirming the push notification delivered to the internet banking mobile app for performing e-commerce transactions or a combination of these methods;

e) by placing the NFC device to the contactless payment terminal with the screen on. In addition, in some cases, it is required to unlock the screen of the NFC device by the chosen method or using one of the above authorisation methods according to this Article.

If the transaction also corresponds to the settings of the card parameters, i.e., it is within all limits of the card or also the available balance on the account at the time of its execution.

6.5 If the Client does not receive the requested cash or his/her card is retained when making a withdrawal from an ATM, the Client is obliged to notify the Bank of this fact without undue delay.

6.6 At selected types of merchants (e.g., hotels, rental companies, service stations), the Client is entitled to use the card, inter alia, for a so-called pre-authorised transaction, i.e., a transaction for which the Client gives consent, whereby at the time the consent is given, only the preliminary amount of the transaction by which the available account balance is reduced is known, and its maturity is postponed until the merchant determines the final amount at which the transaction will be cleared.

6.7 The Bank does not examine the legitimacy of transactions executed and authorised by the Client.

6.8 The Bank is entitled to limit the number of transactions that may be executed using the card during a determined period.

6.9 The Bank is entitled to restrict or refuse certain types of transactions carried out using the card or certain types of transactions.

7 CLEARING TRANSACTIONS, FEES

7.1 All transactions made using the card, as well as all fees or interest the Client is obliged to pay to the Bank in connection with the issuance and use of the card, shall be debited from the account by the Bank, unless hereinafter stipulated otherwise. The account owner is obliged to ensure that sufficient funds to cover payment transactions executed using the card are available on the account for which the card has been issued or from which payments of the outstanding amounts of a granted credit are made.

7.2 A transaction carried out via the card is cleared to the account after being processed by the contracting bank of the merchant at which the card was used or by the bank that operates the ATM, within the time frames and with effectiveness as established by the applicable legal regulations on payment services.

7.3 Transactions executed with the card are cleared 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. 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 the Czech currency for VISA. If the Client does not have any of the above accounts attached to the card, the transaction shall be 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 the Czech currency 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 the Czech currency at the FX sell rate and then from the Czech currency to the respective currency at the FX buy rate. The transactions are always converted at the rates valid on the transaction clearing date. If a merchant refunds an amount of a transaction executed in a currency other than the Czech currency to the account, the amount credited to the account may differ from the amount originally cleared, namely on grounds of using a different exchange rate when clearing such incoming transaction.

b) The amounts of transactions executed using a Visa/Mastercard credit card are debited from a card account denominated in the Czech currency. Transactions executed in a foreign currency using a Visa/Mastercard credit card are always converted to the currency of the card account. To clear a VISA credit card transaction in a currency other than the Czech currency, an exchange rate established by the respective card association published at the time of processing the relevant transaction shall be used. For transactions using Mastercard credit cards, conversion to Euros shall always be used (as regards fees for using a Priority Pass card, conversion to US dollars shall be used). As regards credit cards, an exchange rate entailing a conversion fee for the conversion of currencies as per the valid Price List may be used in the conversion. If a merchant refunds an amount of a transaction executed in a currency other than Czech korunas to the card account, the amount credited to the card account may differ from the amount originally cleared, namely on grounds of using a different exchange rate when clearing such incoming transaction.

c) If a payment card transaction appears as reserved on the account, the transaction cannot be cancelled by the Bank.

7.4 Article 7.3 shall not apply when using the Dynamic Currency Conversion service, the Client confirms when authorising the transaction that he/she was familiarised with and approves the rate used, potential fees and the final amount stated in the agreed currency.

7.5 The Client is obliged to pay a fee for debit card issuance and maintenance and a fee for credit card account maintenance. The fee for debit card issuance and maintenance and for credit card account maintenance is charged by the Bank regardless of whether the Client activated the card and is actively using it.

7.6 Where the contractual relationship is terminated, though not earlier than twelve months after concluding the agreement (i.e., as from the second year of validity of the first card issued), the Bank returns to the Client the aliquot part of the annual fee for the card, always for each calendar month not commenced remaining in the period of annual fee charging. This condition does not apply to cards issued to the accounts of clients who are not consumers or small entrepreneurs in accordance with the Act on Payment Services.

7.7 If the respective agreement or Price List stipulates a certain fee as conditional, such fee shall nevertheless be always charged in the respective month. Subject to meeting the conditions specified in the respective agreement or Price List, such conditional fee is then refunded to the Client's account once the given clearing period has been evaluated. If the condition involves a turnover amount, the following is not included in the turnover: cashback withdrawals; payments returned upon e.g., claims filed, transactions cancelled with merchants, withdrawals from deals, etc.

8 CARD SECURITY, PIN SECURITY

8.1 The Client is obliged to comply with the principles of ensuring the security of the card so that it cannot be stolen, lost, misused or used by an unauthorised person, i.e., in particular, the Client is obliged to comply with the following measures:

a) store the card separately from other bank documentation in a place that is not freely accessible to third parties;

b) protect the card from direct magnetic field, mechanical and thermal damage;

c) do not disclose the PIN to other people (e.g., family members, bank staff, police officers, authorisation service staff, etc.);

d) not to write down the PIN on the card or any other object kept or carried with the card;

e) not to record the PIN in such a way that, if discovered by another person, it can be linked to the card;

f) when entering the PIN, the Client makes sure that the PIN cannot be read;

g) when withdrawing cash from an ATM, the Client is obliged to check whether the ATM is mechanically damaged;

h) if the card is intercepted at an ATM, the Client is obliged to notify the Bank of this fact without undue delay.

8.2 If the Client uses the card via an NFC device, the Client is obliged to take such measures to prevent the misuse of this device by a third party.

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8.3 The Client is obliged to use only the Client's own card in the Client's own NFC device. The Client is not authorised to allow simultaneous use of a third party card in the same NFC device. The Client is not authorised to allow the use of the Client's own card in a third-party NFC device.

8.4 In the case of the use of a fingerprint reader, facial recognition technology or other user identification technology in a mobile phone for authentication or authorisation purposes, the Client is obliged to store only his/her own identification elements in the mobile phone and not to allow the addition of third party identification elements.

8.5 The Client is obliged to notify the Bank of suspected loss, theft or misuse of the card immediately after discovering or being able to discover this fact by calling the Bank's dedicated client line.

9 CARD BLOCKING

9.1 In the case of the card's loss, theft or if circumstances suggest that unauthorised use of the card could occur, the Client is obliged to report these facts to the Bank immediately. Upon notification, the Bank shall immediately permanently block the card.

9.2 If the card is permanently blocked at the Client's initiative, the Bank shall issue its holder a new card of the same kind as a replacement. At the same time, the Bank shall provide its holder with a new PIN. In the case of card blocking, the Bank is entitled to a fee for issuing a new card pursuant to the Price List.

9.3 The Bank is also entitled to permanently block the card on its own initiative if it suspects unauthorised or fraudulent use of the card or if the relevant restrictive measures (e.g., international sanctions) prevent the proper settlement of the card transaction, including any refund after the Client has made the payment. The Bank is also entitled to block a credit card in this way if the risk that the Client will not be able to repay the credit which may be drawn using the card increases significantly. The Bank is obliged to inform the Client of blocking the card and the reasons for doing so prior to blocking it in accordance with this provision or, if this is not possible, immediately thereafter. This does not apply if providing this information could impede the purpose of blocking the card or would contradict legal regulations.

9.4 The Client also has the option of temporarily blocking the card via internet banking. This service does not replace permanent blocking of the card due to loss, theft or suspected misuse of the card.

9.5 In the case of the card's loss or theft, the Client must check whether the identification cards for supplementary services were lost or stolen as well, provided the Bank issued such cards to the given card. If these cards remain in the Client's possession, then he/she is obliged to destroy these cards and, as the case may be, to return them to the Bank. Together with the new card, the Bank shall provide the Client with new cards or other identification cards for the supplementary services, unless agreed otherwise.

9.6 The Bank and any point of sale or any member bank of the relevant international card association are authorised to confiscate a card the validity of which terminated due to blocking. The Client is obliged to surrender the card.

10 CLAIMS

10.1 The Client is obliged to notify the Bank of any unauthorised or incorrectly executed transaction made using the card or any incorrectly charged fees without undue delay after receiving the account statement, but no later than thirteen months from the date of debiting the transaction from the account. 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).

10.2 If the Client does not file the claim within thirty days from receiving the account statement, without being prevented from doing so by objective insurmountable obstacles, the claim shall be considered not to have been filed without undue delay.

10.3 If the Client has any Internet banking service established with the Bank, the aforementioned time periods shall be considered to begin from the time when the respective transaction was displayed in the Internet banking app.

10.4 The Client acknowledges that the time period for settling a claim concerning goods or services paid by card (i.e., beyond the Act on Payment System) corresponds to those stipulated by the rules for a claim proceeding of the respective international card association.

10.5 To file a claim, the Client is obliged to submit all necessary documents supporting the claim proceeding. The Client may also be obliged at the Bank's request to submit further documentation no later than within ten days after receiving the Bank's request. The Client is obliged to keep all transaction documents for a period of thirteen months.

10.6 The Bank shall inform the Client of the result of the claim proceeding.

11 BREACH OF THE AGREEMENT

11.1 The Client commits a material breach of the card agreement if the Client:

- **a)** allows another person to use the card;
- **b)** makes payment transactions that draw more than the available amount from the account;
- **c)** fails to comply with the principles for the safe use of the card set out in Chapter 8;
- **d)** provides the Bank with false, distorted or incomplete information;
- **e)** commits fraud against the Bank.

11.2 The Client is also in serious breach of the credit card agreement if the Client is in default in the payment of the Client's debts to the Bank under any contractual relationship with the Bank.

11.3 If the Client breaches the agreement, the Bank is entitled to take the following steps, among others:

- **a)** reduce the credit limit;
- **b)** temporarily restrict or block use of the card (in accordance with the provisions of Chapter 9 of these Product Terms and Conditions);
- **c)** declare the entire amount receivable from the primary card holder or a part thereof to be due and payable;
- **d)** transfer the amount receivable from the primary card holder to any third party;
- **e)** withdraw from the agreement.

11.4 The Bank has the same rights under this Article 11 if:

- **a)** any other circumstance occurs that could negatively affect the extent and state of the Client's property or economic situation, if, in the Bank's opinion, such circumstance may negatively affect the Client's ability and possibility to fulfil the obligations under the agreement;
- **b)** the Client's financial and property situation deteriorates, the Client's level of indebtedness increases, and/or if it is evident that the Client is in default of payment of his/her debts to other creditors;
- **c)** insolvency proceedings have been initiated in respect of the Client, if bankruptcy has been established, if liquidation has been initiated, if enforcement or administrative enforcement proceedings is conducted against the Client, or if the Client has been restricted in his/her legal capacity.

11.5 The Bank is entitled, at its sole discretion, to apply one or more of the above measures simultaneously or successively.

12 TERMINATION OF THE CONTRACTUAL RELATIONSHIP

12.1 Both the Bank and the Client are entitled to terminate the contractual relationship at any time without giving any reason, always in written form. By terminating the contractual relationship, the primary card holder, or, as the case may be, account owner, is then obliged to settle all his/her debts to the Bank without undue delay.

12.2 Should the Client terminate the contractual relationship by notice, the notice period is one month. The contractual relationship can be terminated in the form of an agreement between the Bank and the Client, in which case the contractual relationship is terminated on the day agreed by the Bank and the Client. The account owner is obliged to inform the authorised users or holders of additional cards of the termination of the authorisation to use the card and to ensure that the cards are destroyed by cutting them.

12.3 If the Bank withdraws from the contractual relationship, the notice period is two months.

12.4 The account owner may revoke the authorisation to use the card at any time with immediate effect for each individual authorised user or holder of the additional card.

12.5 If the Bank learns about the Client's death in a credible manner, his/her card shall be permanently blocked. In the case of the primary card holder's death, all issued credit cards shall be permanently blocked. Debit cards of authorised users shall be permanently blocked in the event of death of the account owner only if the account owner has given relevant instructions for that purpose.

12.6 If the last valid agreement on maintaining the account for which a debit card was issued is terminated, the debit card shall expire on the day of the account agreement's termination.

12.7 If the agreement on the issuance of a credit card for which additional cards were issued is terminated, the validity of the additional cards ends on the day of termination of the agreement with the primary card holder.

12.8 The credit card holder is entitled to withdraw from the agreement in writing without providing a reason within fourteen days from the day of concluding the agreement. The period is observed if the withdrawal notice is sent to the Bank no later than on the final day of this period. In the case of withdrawal, the credit card holder is obliged to pay the principal and interest accumulated until the day of paying the principal no later than within thirty days from the day of sending the withdrawal notice.

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12.9 In the case of the Bank's terminating the contractual relationship by withdrawing from the agreement according to paragraph 11.3 the Bank ceases to send statements for the Client's account. At the Client's request, the Bank immediately informs the Client of the current amount payable, including calculation of standard interest, late payment interest, fees and penalties.

12.10 If the Client does not activate the debit card by the end of the period for which the card is issued, the card agreement expires at the end of that period. The credit card agreement expires if the card is not activated within ninety days from the date of its acceptance by the Client.

13 RESPONSIBILITY OF THE BANK AND THE CLIENT

13.1 The account owner is responsible for the adherence to the agreement, the security principles for the use of the cards, the relevant provisions of the General Business Terms and Conditions, these Product Terms and Conditions, the Product Terms and Conditions for Accounts and Payment Services, and other related contractual documents by all authorised users or holders of additional cards issued to the account owner's account.

13.2 The Client bears the loss from an unauthorised payment transaction up to the amount corresponding to EUR 50 if this loss was caused by the use of a lost or stolen card or by the misuse of the card in the case that the Client failed to ensure the protection of its personalised security features. The Client bears this loss in full if it was caused by his/her fraudulent conduct or breach of some of his/her obligations, either intentionally or through gross negligence. The aforementioned does not apply if the loss occurred after the Bank was duly notified of the card's loss, theft or misuse, except when fraudulent conduct was concerned.

13.3 The Client is aware of the explicit warning about the fact that when executing transactions via the card without its physical presence (e.g. through the internet) he/she runs the risk of its misuse. The Bank is not responsible for any such misuse.

13.4 The Bank is not responsible for any damage resulting from the non-execution of requested transactions that was caused directly or indirectly by reasons beyond the Bank's control, in particular due to interruption of electricity supply, failure of a cash machine, refusal of the card, even without giving a reason, strike, restrictive measures, etc. Moreover, the Bank is not responsible for any damages incurred in connection with using an invalid card or as a result of damage or retention of the card by the merchant.

13.5 The Bank is not responsible for a point of sale's or a pay point's refusal to accept the card when paying for goods or services or requesting a cash payment. The Bank is not responsible for damage incurred by the Client if the Client does not pick up the cash paid out by an ATM.

13.6 Upon returning goods or in the case of failure to render a service, the point of sale does not return cash but issues a credit document of which the Client receives one certified copy. The Bank then credits the amount specified in the credit document to the account. If the transaction is in a foreign currency, the Bank uses its current reference exchange rate. In the case of clearing a credit transaction by a point of sale for which that transaction is processed by its contracting bank, the Bank does not bear responsibility for a difference in the amount resulting from the time interval of clearing or due to an exchange rate difference.

13.7 The Bank is not responsible for defects (e.g., in quantity and quality) or for failures to provide services or deliver goods paid by the card. The Client shall register such claims and complaints at the respective point of sale where he/she made the purchase.

13.8 The provisions of these Product Terms and Conditions do not affect the regulation concerning the exclusion or limitation of the Bank's liability pursuant to the General Business Terms and Conditions.

14 SUPPLEMENTARY SERVICES

14.1 The Client is entitled to use optional supplementary services offered by the Bank for cards as well as the services presented in the Bank's current offering. The Bank reserves the right to determine the type of card for providing the optional supplementary service. The provided supplementary services may be an integral part of the advantages connected with the card and the Client becomes the authorised user of these supplementary services without further approval.

14.2 Supplementary services related to the card are provided under the conditions established by the Bank and at the prices given in the Price List. The Client who requests the supplementary service agrees that the Bank is entitled to provide his/her personal and other data (first and last names, birth certificate number, identifier, validity of the card and of the supplementary service) to a relevant third party for the purpose of implementing the supplementary service.

14.3 Each programme of supplementary services has its own specific conditions, which are presented to the Client when arranging the supplementary service and/or are available on the Bank's website, unless stipulated otherwise. The Client acknowledges and approves of the content of the specific conditions.

14.4 In the case of a supplementary service a prerequisite for which is a written declaration, the Client is obliged to sign this declaration. Without this declaration, the supplementary service is not valid and in such a case, the Bank is entitled to terminate it without having to return the fee. The supplementary service may be terminated on the basis of a written or phone request made by the Client even during its validity; the Client is not, however, entitled to a refund of the relevant fee.

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14.5 The Bank offers and provides a credit card holder Internet banking services to the card, through which it is possible, when holding the card, to communicate with the Bank and to obtain information about the card through the Internet. In the case of arranging this service, the Client undertakes to adhere to the conditions for providing Internet banking services as laid down by the Bank in the relevant documentation. The Client's right to use the internet banking related to the card is terminated upon termination of the contractual relationship.

14.6 The Client's right to use the agreed supplementary services related to the card is terminated upon termination of the contractual relationship.

14.7 The Client's right to use the agreed supplementary services related to the card is terminated as well, provided the account to which the card has been attached is subject to execution.

15 FORMS OF MUTUAL COMMUNICATION

15.1 Phone communication is regarded as a legally relevant means for dealings between the Bank and Client, provided the caller proves his/her identity in the pre-agreed manner and no doubt as to his/her identification arises on the part of the Bank.

15.2 The Client is responsible for all actions carried out by the Bank on the basis of the caller's request if this person produces the correct identification data of the Client.

15.3 The Bank regards a phone instruction as binding only if the Client conveys all prerequisites for executing the required instruction.

15.4 The Client notes that each phone call with the Bank within the provision of card services is recorded. Detailed information on personal data processing is included in the Personal Data Processing Information published on the Bank's website.

15.5 The Client uses personalised security features to identify and verify his/her identity in legal transactions carried out remotely via telecommunications or electronic devices. Personalised security features are not transferable to another person and the Client is obliged to take such measures to prevent their misuse or access by third parties. The Bank has the right to change the personalised security features, introduce new ones or replace them completely.

16 OTHER SPECIAL PROVISIONS FOR USING CREDIT CARDS

16.1 The Client is obliged to pay to the Bank interest on the drawn and not yet repaid amount of funds provided by the Bank.

16.2 The amount of the interest rate is stated in the valid list of rates and in the account statement. For individual non-cash and cash transactions, the interest is calculated according to the interest rate valid at the time of clearing these transactions.

16.3 The Client may use the interest-free period offered by the Bank regarding non-cash transactions but only if he/she pays the total amount due stated in the account statement by its due date. Cash transactions bear interest immediately from the date of clearing thereof.

16.4 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 16.4 et seq. Unless the law or the Bank stipulate otherwise in a specific case or it is agreed otherwise in a specific case, receivables from the Client for payment of all debts due to the Bank are settled in the following order:

- **a)** reimbursement of the costs incurred in the eventual recovery of the receivable;
- **b)** default interest;
- **c)** regular interest and fees of the Bank;
- **d)** amounts of individual transactions from the oldest date.

When calculating interest on the Bank's receivables from the card holder, the calendar year 360 days long is taken as a basis and the actual days of the receivable age.

16.5 The primary card holder undertakes always to pay the drawn amount of the credit limit in the amount agreed with the Bank, though always at least in the amount of the so-called minimum mandatory payment.

16.6 The payment is carried out regularly on a monthly basis on the stipulated due date. The due date is stipulated in the respective account statement.

16.7 The minimum mandatory payment is 5% of the total amount owed on the day of the statement's issuance, and a minimum of CZK 300. At the same time, the primary card holder shall be required to pay the total amount by which the granted credit limit was exceeded or, as the case may be, debts remaining from previous periods.

16.8 If the minimum mandatory payment is not paid on the stipulated due date or it is paid only in part, the Bank is entitled to suspend use of the card temporarily or permanently.

16.9 The Client is entitled at any time to carry out an early payment of the credit drawn, up to the amount of his/her total debt to the Bank. The minimum mandatory payment must be paid, however, by the due date. If the Client designates debiting from the account by the Bank as the manner of payment for amounts due (i.e. using the direct debit method), such direct debits shall be charged even if the Client remits the due amount using another method.

16.10 If the Client designates debiting from the account denominated in the Czech currency 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. 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.

16.11 The debit from the Client's account with UniCredit Bank Czech Republic and Slovakia, a.s., shall be made on the due date only if the account has a sufficient balance on the due date to cover 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 no later than 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. 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.

16.12 For charge cards, the Bank executes a direct debit from the Client's account for the total amount due on the due date. The Bank is entitled, however, to execute a direct debit from the Client's current account at any time even after the due date, and even if there is not a sufficient balance on the current account to cover the payment. The Bank charges interest on receivables past due in accordance with the provisions of the General Business Terms and Conditions.

16.13 Should the Client increase the available account balance by crediting his/her own funds to the account, no interest on these funds is offered by the Bank. The Client may draw these funds solely by using the card or by other means determined by the Bank. The Bank may return the funds not drawn to the account from which they were transferred.

16.14 The Bank prepares an account balance statement once a month upon the end of the clearing period. Non-delivery of the account statement cannot serve to justify non-payment of at least the minimum mandatory payment.

17 FINAL PROVISIONS

17.1 The territorially competent court for settling disputes between the Bank and Client is the District Court for Prague 1. The Client is also entitled to contact the financial arbiter of the Czech Republic in accordance with Act No. 229/2002 on the Financial Arbiter.

17.2 This wording of the Product Business Terms and Conditions for the Issuance and Use of Payment Cards of UniCredit Bank Czech Republic and Slovakia, a.s., shall enter into force on 1 June 2023.

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