

# THE TERMS AND CONDITIONS FOR PAYMENT CARDS OF ČSOB CLIENTS



## General Information

1. Československá obchodní banka, a. s., registered office at Radlická 333/150, 150 57 Praha 5, ID No.: 00001350, registered in the Commercial Registry of the City Court in Prague, Section B: XXXVI, Entry 46 (hereinafter referred to as "ČSOB") issues, pursuant to provisions of Section 273 Law No. 513/1991 Coll., of the Commercial Code and No. 284/2009 Coll. pursuant to the Payments Act as subsequently amended (hereinafter referred to as the "PA"), "The Terms and Conditions for Payment Cards of ČSOB Clients" (hereinafter referred to as the "Terms and Conditions"). These Terms and Conditions are supplementary to the General Business Terms and Conditions (hereinafter referred to as the "GBTC") and, if they are different from the GBTC, the provisions of these Terms and Conditions shall prevail.
2. ČSOB issues payment cards to the Account Holder and persons specified by the Account Holder (hereinafter referred to as the "Card Holder") according to the current offer as an electronic payment instrument for a current account denominated in selected foreign currencies (hereinafter referred to as the "Account") with a weekly, or monthly limit according to a separate "Payment Card Issuance Agreement". The Account Holder must familiarise himself with the Terms and Conditions for Payment Cards of ČSOB Clients in detail and must adhere to them. The Account Holder will always be fully responsible for any breach of the Terms and Conditions by authorised Card Holders who have received them at his request. The current offer of payment cards and related supplementary services are available in ČSOB informational material at all ČSOB branches and on the Internet: [www.csob.cz](http://www.csob.cz). The legal relationships applicable to issuing and using payment cards will be governed by the legal code of the Czech Republic.
3. ČSOB will debit the Account Holder's account with all payment transactions made by payment cards issued to this account and also with the fees for payment card maintenance, supplementary services and other operations in accordance with the respective ČSOB Price List. The current version of the ČSOB Price List is available at all ČSOB branches and on the Internet: [www.csob.cz](http://www.csob.cz).
4. ČSOB, as the administrator of personal data, is entitled to make the respective agreement with the payment card transaction processor (hereinafter referred to as the "Service Provider") pursuant to the provisions of Section 6 Law No. 101/2000 Coll. on Personal Data Protection as subsequently amended and deliver personal data to third parties which are service providers or provide services making an integral or optional part of the payment card pursuant to Law No. 21/1992 Coll. on Banks as subsequently amended and Law No. 101/2000 Coll. on Personal Data Protection as subsequently amended.
5. The Account Holder agrees that ČSOB is entitled to inform other banks in the CR of any breach of the Terms and Conditions should there be any on the part of the Account Holder or the Card Holder. The Account Holder also agrees that ČSOB will provide MasterCard, Visa and Diners Club card associations with information concerning payment cards issued for the Account Holder (e.g. number of the payment card, date of expiry etc.).
6. Payment cards are the property of ČSOB and the Card Holder is only given the right to use them. Nobody has any legal right to be given a payment card. Payment cards are issued exclusively in the name of the Card Holder and are non-transferrable. ČSOB is entitled to ask for further information about the Account Holder, or the Card Holder from other sources. ČSOB is entitled to refuse the application for card issuance. In such cases, ČSOB will always inform the Account Holder either in writing or by phone without having to give any reason.
7. The Account Holder or the Card Holder will communicate with ČSOB via the Helpdesk, any ČSOB branch or electronic banking services. Electronic banking services shall be subject to a separate agreement stipulating binding terms and conditions. If a service given or type of communication via electronic banking services is offered and unless it is explicitly stipulated otherwise in the Terms and Conditions, communication via electronic banking services is of the same quality as communication via a ČSOB branch.

## Payment Card Issuance

8. The Payment Card Issuance Agreement (hereinafter referred to as the "Agreement") will be concluded by the Account Holder at the ČSOB branch which keeps the account to which the payment card will be issued (hereinafter referred to as the "Respective ČSOB Branch"). The Account Holder is obliged to provide ČSOB with full and true data. Unless he does, so i.e. the Account Holder provides untrue or inaccurate data, he will bear full responsibility for any damages ČSOB may incur and be potentially at risk of, among other things, legal recourse.
9. The payment card is valid until the date given thereon i.e. the last day of the respective month. ČSOB will issue a new payment card to the Card Holder automatically no later than on the expiry date of the original payment card unless he decides not to extend the validity of the payment card. If the Card Holder does not agree to the card's validity and the supplementary services to be extended, he will inform the Respective ČSOB Branch in writing no later than 5 calendar weeks before the original payment card expires. The Card Holder is entitled to ask for the renewal of the payment card early.
10. The Card Holder can pick up the payment card (both new and automatically renewed) and an envelope with the PIN at the respective ČSOB Branch for 70 days after the issue date. If it is not collected by the Card Holder within this deadline the payment card will be cancelled and the PIN envelope invalidated. The fee for payment card maintenance, separately issuing a PIN and the respective supplementary services will be charged in accordance with the ČSOB Price List irrespective of whether the Card Holder picks up the payment card or the automatically issued payment card and PIN envelope or not.

## **PIN**

11. The PIN is an automatically generated personalised security element; a secret personal identification number available only to the Card Holder, which is used exclusively to authenticate payment transactions made by a payment card.
12. The Card Holder must make sure the envelope containing the PIN has not been opened or damaged and take all necessary measures to protect it. If it is damaged ČSOB will provide the Card Holder with a new PIN and a new payment card for free.
13. The Card Holder may change his PIN according to his wishes unless he is satisfied with the one allocated to him, which was automatically generated. The PIN may be changed via any ATM with a ČSOB logo in the Czech Republic. The PIN shall not be changed by the Card Holder 5 weeks before the expiry of the payment card and in the period between the delivery of an application for the exchange of a payment card (because of a change in name, early renewal etc.) and the receipt of a new payment card. Subsequently the PIN is to be changed via the new payment card.
14. For security reasons, the Card Holder is strongly advised not to establish his PIN from figures which can be easily deducted or found e.g. a part of the payment card number, four identical figures or four successive figures, date of birth of the Card Holder or his family members, or other easily identifiable numerical data.
15. The PIN is disclosed exclusively to the Card Holder who is obliged to keep it confidential. It is forbidden to put the PIN in an easily readable form on the payment card or other items which he keeps or holds together with the payment card or tell it to other persons including family members. The Card Holder is also obliged to prevent the disclosure of the PIN while entering it, for example by covering the keyboard with the other hand, etc. The failure to adhere to this provision by the Card Holder, regardless of the fact whether it was a fraudulent action with intent or due to negligence, shall be deemed to be a gross breach of the Agreement and the Account Holder shall bear all the losses incurred due to payment transactions not authorised by the Card Holder until ČSOB is informed about them. The Account Holder is obliged to pay the amount for all transactions in which the PIN was used and damages ČSOB may incur because of the disclosure of the PIN.
16. Should the Card Holder forget his PIN, ČSOB will re-issue the original PIN in accordance with his application delivered to the Respective ČSOB Branch or via electronic banking services. The Card Holder shall collect it at the branch in person following an invitation.
17. If an incorrect PIN is entered several times during a transaction the payment card is automatically temporarily blocked for security reasons for transactions for which the PIN is verified. The payment card will automatically become fully functional again on the first day that the Card Holder is entitled to draw the limit for the respective type of payment card. The PIN of payment cards with a chip can not be un-blocked unless the chip payment card is connected to ČSOB systems on-line.

## **Payment Card Receipt**

18. Upon receipt of the payment card, the Card Holder is obliged to sign the payment card on the signature strip in the presence of an authorised officer of the Respective ČSOB Branch.
19. ČSOB enables Card Holders to activate payment cards via an ATM by entering the respective PIN. The payment card cannot be activated should the correct PIN not be entered.
20. Upon receipt of the payment card the Card Holder becomes entitled to use it until the deadline given on the payment card.
21. The Card Holder is obliged to hold the payment card separately from other bank documentation in a safe place i.e. which is not freely accessible to third persons and which is secured from unjustified interference by third persons. The Card Holder is obliged to check the presence of his payment card regularly after each use of the payment card at least once a day and take such individual security measures to prevent the misuse, loss or theft of the payment card. Despite the above-mentioned efforts, should a payment card be lost, stolen or misused or it is used without authorisation, the Card Holder is obliged to inform ČSOB of this immediately (upon detection). The failure to adhere to this provision by the Card Holder, regardless of the fact whether it was a fraudulent action with intent or due to negligence, shall be deemed to be a gross breach of the Agreement and the Account Holder shall bear all the losses and damages until ČSOB is informed of the respective incident (loss, theft, misuse or unauthorised use of the payment card).
22. The Account Holder shall be responsible for all payment transactions made by payment cards issued to his account and is obliged to pay ČSOB for any damages it may incur due to the incorrect use of the payment card.

## **Use of the Payment Card**

23. According to the type of payment card, it can be used for making cashless payments through the equipment of entities providing retail business and services (hereinafter referred to as the "Merchant" or "Commercial Outlet"), made on electronic cashier terminals (hereinafter referred to as "POS") and mechanical readers (hereinafter referred to as "Imprinter") or agreed procedures for payments at Internet merchants, cash withdrawals in the ATM network, cash withdrawals at exchange desks of other banks, cash withdrawals at Merchant's cash desks ("Cash Back transactions"), or other transactions made in the ČSOB ATM network.
24. The places at which the payment card can be used are marked by the logo of the respective card association (e.g. MasterCard, Visa). ČSOB reserves the right to refuse to approve certain types of payment transactions (in particular transactions without the physical presence of the card – e.g. written postal, telephone ("MO/TO transactions"), also depending on the type of card. ČSOB is entitled to permit secured Internet transactions only.
25. The CashBack service (cash withdrawal at a merchant's cash desk) is provided only at shops/commercial outlets marked with "CashBack". The CashBack service depends on the concurrent purchase of goods or services at the respective merchant of the amount that may be specified. The total amount paid for the purchase of goods and CashBack services must not exceed the weekly limit of the payment card.

26. The Card Holder must avoid disclosing his payment card information, which may occur, for example, via unsecured channels, in particular Internet transactions (i.e. transactions without the physical presence of a payment card). The Card Holder can meet this obligation for payments without the physical presence of a card if the payment card is used at a secured Merchant via 3D Secure protocol, which is known under the brand name "Verified by Visa" or "MasterCard Secure Code". If the Card Holder does not adhere to this obligation, regardless of whether it was a fraudulent action with intent or because of negligence, it will be considered a gross breach of the Agreement and the Account Holder will be liable for all the losses and damage caused until ČSOB is informed of the incident (misuse or unauthorised use of the payment card).
27. Should there be any doubt or suspicion in respect of any misuse of a payment card or payment terminal or ATM on the part of the Card Holder (e.g. non-standard provision of cash amounts, difficulty dispensing banknotes, installation of a skimming device – scanner at an ATM etc.) or the presence of suspicious persons in ATM surroundings, their efforts to interfere with payment transactions and/or other improper behaviour, the Card Holder is obliged to inform both ČSOB and the Czech police about such findings without delay.
28. The payment card shall not be used for transactions that might not be in harmony with the law applicable at the place of the payment transaction.
29. The only methods of approving a payment transaction, or authorising it between ČSOB and the Account Holder (payer) are those stated below:
  - The PIN is entered for an ATM payment transaction,
  - The PIN is entered for cashless and cash (CashBack) payment transactions at shops or the Card Holder signs or a combination of both methods depending on the type of payment card,
  - The card number, payment card expiry date and the three protective digits, the Card Verification Value (CVV), the Card Verification Code (CVC), and at the same time the password for the transaction sent by SMS to the Card Holder by ČSOB to the mobile phone which the Card Holder specified for confirming Internet payments for secured payments at Internet merchants (3D) is entered.
  - The card number, the expiry date and the three protective digits - Card Verification Value (CVV), Card Verification Code (CVC).
30. A payment transaction authorised by the Card Holder is to be recalled only immediately after execution at the respective merchant. The transaction already debited/credited on the books cannot be recalled. In justified cases (failure to provide a service or deliver goods) the Card Holder may bring a complaint to the respective branch.
31. In accepting payment cards at commercial outlets, merchants are entitled to verify (authenticate) payment transactions and make them provided they receive an approval from ČSOB or the respective authorised third party. In the interest of preventing the Card Holder from making un-authorised transactions, the employee of the commercial outlet is entitled to identify the Card Holder. Based on the result of the authentication (negative), the employee of the commercial outlet is entitled to retain the payment card, make the card inoperative in front of the Card Holder and issue a certificate of payment card retention.
32. ČSOB is responsible neither for the rejection of transactions, identification of the minimum limit for payment card transactions or the non-provision of services on the part of the commercial outlet nor for any potential damages Card Holders may incur directly or indirectly due to circumstances beyond the control of ČSOB or its partners\*). ČSOB is not responsible for any commercial outlet or branch of another bank not accepting the payment card for a transaction.
33. The Card Holder is entitled to make payment transactions with his payment card only within the limit he has been given but not exceeding the disposable amount in his account. The Card Holder will be informed of his limit upon the receipt of the payment card. The payment limit specifies both the maximum amount, which is to be withdrawn with the payment card in the respective period and the number of transactions in this period. The limit of the payment card is to be changed provided the respective approval is given by ČSOB and the Account Holder. With regard to the fact that payment transactions made by payment cards are disclosed on the books with a delay (see Paragraph 43 of these Terms and Conditions), the Card Holder is obliged to monitor and check the amounts of payment transactions continuously and prevent the disposable account balance to be overdrawn. However, the Account Holder is responsible for all payment transactions irrespective of the payment limit and is obliged to pay for any damages ČSOB may incur due to the incorrect use of the payment card, or potential overdraft of the disposable balance (non-permitted debit) in accordance with the respective account agreement.
34. Should the Account Holder be provided with a loan in the form of a permitted overdraft, the loan drawdown will be identical to the use of the payment card upon the authorisation of a payment transaction; at the same time interest will apply to the respective loan. Should the account show a non-permitted overdraft, a debit interest rate shall be applied to the non-permitted debit balance. Unless the non-permitted overdraft is settled within 10 days following the overdraft, ČSOB will be entitled to cancel the validity of payment cards issued to the respective account(s) and ask for the payment card(s) to be returned to ČSOB.
35. ČSOB is entitled to cancel the right to use the payment card or temporarily or permanently block the payment card - cancel its validity (in particular if contractual terms and conditions are broken, the account is blocked (execution) or shows a debit balance, or there is suspicion of fraudulent activities of the Card Holder or a third person etc.).
36. The Card Holder is obliged to protect the payment card from mechanical damage and any influence (e.g. magnetic field), which might damage the record on the magnetic strip or chip of the payment card.
37. If the payment card is retained by an ATM of another local bank, the Card Holder must immediately contact the Bank or the post office which maintains the ATM asking for the retained payment card to be returned, or use the telephone number given on some ATMs to give notice that the payment card has been retained. If it is a ČSOB ATM outside ČSOB premises the Card Holder can ask for the retained payment card to be delivered to the respective ČSOB branch using the telephone number on the ATM. If a payment card is retained by a ČSOB ATM located in ČSOB the Account Holder must ask this branch directly to release the payment card.

---

\*) These include major forces, loss of energy supply, machines and equipment of data processing systems, transmission lines, strike etc.

38. CSOB can change selected types of credit cards through telecommunication devices, provided ČSOB enables this form of communication and if ČSOB can properly identify the Account Holder during the phone call. ČSOB will inform the Account Holder in writing of changes made by phone.
39. If an incorrect password is repeatedly entered for an Internet transaction made in a secured manner the payment card will automatically be temporarily blocked for secured Internet transactions. The payment card will usually automatically become fully functional again after 24 hours.
40. Upon request, the payment card must be given back to ČSOB via the respective ČSOB branch. Should the payment card not be returned ČSOB is entitled to block it – cancel the validity of the payment card at the Account Holder's expense. Having received a new automatically renewed ČSOB payment card the Card Holder is not obliged to return the original payment card, but is obliged to destroy the non-returned payment card by cutting it through the magnetic strip and chip thus preventing the card from being misused.

#### **Changes in the Data about the Card Holder**

41. The Account Holder must inform ČSOB of any changes in the data on payment cards issued for his accounts and any changes in the data of the Holders of these cards provided by ČSOB for issuing the respective payment cards (e.g. changes in the address, surname, telephone number). The Account Holder is responsible for any damage incurred because of non-adherence.
42. The Card Holder is entitled to ask for changes in the payment card already issued. The application shall have to be delivered to the respective ČSOB branch in writing.

#### **Payment Card Clearing, Account Statements and Complaints**

43. The Account Holder is informed of transactions disclosed in his account in the form of an account statement. Payment transactions are disclosed by transaction with the number of the payment card in brief, place, date of payment transaction, amount and currency of the payment transaction so that the transactions made by the payment card are disclosed with a delay in accordance with the rules of card associations. ČSOB shall settle all the payment transactions (i.e. the Holder's account is debited) no later than by the end of the next working day following the receipt of the payment order, which is the delivery of the report of transactions by the payment transactions processing party. Should the payment order fall on a day when ČSOB is not open for the general public, the payment order shall be deemed to be received at the beginning of the next ČSOB working hours. Pursuant to Law No. 21/1992 Coll. on Banks as subsequently amended, ČSOB shall maintain internal records enabling it to search for operations and correct mistakes for a sufficient period of time. The Account Holder and the Card Holder are obliged to regularly check the payment transactions made by the payment card, or to do so also via electronic information channels which, among other things, is necessary for lodging complaints in time.
44. Payment transactions are disclosed in accounts during working days according to the data received from the respective card association or delivered by ČSOB commercial outlets. Foreign currency payment transactions made by a payment card are converted to CZK by the ČSOB foreign exchange sales rate (ČSOB deviza prodej) and payment transactions in CZK made by a payment card to an FX account are converted by the respective foreign exchange purchase rate (deviza nákup) if the transaction currency is on the ČSOB exchange list. The exchange rate valid on the day before the transaction is debited/credited from/to the Account Holder's account is used for the conversion. If the transaction currency is not on the ČSOB exchange list ČSOB will convert the amount to the currency at the rate recommended by the card association. The Card Holder or the Account Holder can find the history of the ČSOB exchange list on the Internet address: [www.csob.cz](http://www.csob.cz) or at any ČSOB branch.
45. The Account Holder acknowledges the method of clearing card transactions made by payment cards, including transactions made abroad. Amounts resulting from exchange rate differences between the transaction date and settlement date of the transaction cannot be claimed when settling transactions made by a credit card abroad. Exchange rate differences when paying by credit card abroad also arise through changing into the settlement currency and then to the account currency. If in addition to a debit transaction a credit transaction is made through a commercial outlet which is processed by another bank than CSOB the latter is not responsible for any exchange rate difference in the converted amount because of the time interval between receiving the debit and credit transactions data.
46. If the Card Holder wishes, ČSOB will send an SMS message about the authentication made and the amount. Should the payment transaction be denominated in a foreign currency the amount which has been authenticated will only be of an informative character.
47. If a payment transaction made by a payment with which the Card Holder does not agree, he is entitled to lodge a complaint pursuant to the ČSOB Rules of Complaints. In handling a complaint, ČSOB will assess whether the Card Holder has fulfilled all the terms and conditions i.e. in particular, the deadline for reporting, the contractual terms and conditions stipulated in the agreement and the Terms and Conditions (e.g. serious breach of protection of payment card security elements). Should ČSOB find during the complaint handling procedure that the complaint is not justified, it will refuse it. ČSOB will always inform the Card Holder of the result of the complaint handling procedure.
48. The Card Holder is obliged to inform ČSOB about an unauthenticated payment transaction immediately; should it be a suspicious misuse he shall do so within 2 months at the latest or 13 months in justified cases following the date when the Account Holder's account was debited. The report will be addressed to the respective ČSOB branch in the form intended for this purpose.
49. While checking an allegedly unauthenticated payment transaction, should ČSOB find that it has been authenticated, the complaint will be refused.
50. In order to calculate the loss (co-participation) of the Account Holder from an unauthenticated payment transaction, ČSOB will use the CNB rate as applicable on the respective date.

51. The Card Holder or the Account Holder, as the case may be, is allowed to reclaim an authenticated payment transaction within 8 weeks following its occurrence provided that upon authentication, no accurate amount was determined or this amount exceeds that which the Card Holder might reasonably expect (which applies to payments in car rentals, hotels etc.). As for other authenticated transactions (e.g. failure to provide cash amounts at an ATM etc.) a complaint has to be lodged without delay but no later than within two months following the date when the Account Holder's account was debited.
52. The Account Holder or the Card Holder, as the case may be, is obliged to deliver all documentation available with regard to the disputed payment transaction (particularly, copies of receipts, documentation of the cancellation of transaction and copies of the account statement with the marked claimed transaction).
53. The Card Holder is obliged to give the respective payment card to which the disputed transaction is linked to ČSOB should he claim a disputable payment transaction with suspicious misuse of the payment card (e.g. forgery, Internet, ATM); should the payment card not be delivered to ČSOB, this fact will be borne in mind in the complaint procedure. However, it does not apply if the loss or theft of the respective payment card is properly communicated.
54. ČSOB is entitled to require the Card Holder or the Account Holder to deliver further documentation with regard to the reclaimed payment transaction. The Card Holder is obliged to provide necessary co-operation within the ordinary course and settlement of the complaint handling procedure.
55. With regard to the circumstances and complexity of the case, if it is evident that the term for handling a complaint agreed pursuant to the generally accepted rules of card associations might be exceeded, ČSOB will return the amount of the payment transaction to the Account Holder net of the loss borne by the Account Holder by law. In these cases, ČSOB is entitled to block this amount in the respective account. After the ČSOB complaint handling procedure is completed, the blocked amount is either released if the complaint is justified, or the account is debited if the complaint is unjustified. After receiving a complaint ČSOB informs the Card Holder or the Account Holder about settling the claim within 30 days or in particularly complex cases usually within 180 days.
56. Unjustified complaints are charged by ČSOB with a fee in accordance with the ČSOB Price List.
57. Should the Client claim in accordance with these Terms and Conditions an incorrect payment transaction or seek another remedy at ČSOB without any success he is entitled to contact the respective court, or the Financial Arbitrator as the case may be, who settles disputes between issuers and Card Holders in the issuance and use of electronic payment instruments pursuant to Law No. 229/2002 Coll. on the Financial Arbitrator as subsequently amended.

#### **Loss/Theft/Misuse of the Payment Card**

58. The Card Holder or the Account Holder must inform ČSOB of any loss, theft or misuse of the payment card immediately after he learns or might learn of it; if he suspects that the payment card may have been misused he must report this to the CR Police. If the misuse of the number of a payment card or the payment card is reported, the Card Holder must deliver the payment card to ČSOB immediately. Information (announcement of a loss, theft or misuse of the payment card) must be provided by the Card Holder or the Account Holder exclusively by phone to the number given to the Card Holder when receiving the payment card. A third person may also announce the loss or theft of the payment card (hereinafter referred to as the "Reporting Person").
59. The Reporting Person shall inform ČSOB of all circumstances surrounding the loss or theft of the payment card and should he not know the number of the payment card, he shall provide other data for the identification of both the Card Holder and the payment card (e.g. the account number, birth number, or a password agreed upon with ČSOB etc.). ČSOB is entitled to make records of announcements by phone. ČSOB shall give the Reporting Person during the phone call an identification code by which it confirms the announcement of the loss or theft of the payment card by phone.
60. The validity of each card, which is reported to be lost, stolen or misused, shall be permanently cancelled. ČSOB shall not be responsible for any damages the Account Holder or the Card Holder may incur due to the permanent cancellation of the payment card's validity.
61. The responsibility of the Account Holder for payment transactions made by a lost, stolen or misused payment card shall be terminated immediately upon the announcement by phone in accordance with Paragraph 58 of the Terms and Conditions (via the telephone number given by ČSOB for these purposes). However, ČSOB shall not be responsible for any potential damages caused by payment transactions made by payment cards in which the PIN was used or the Card Holder committed a fraud.
62. Should the Card Holder or the Account Holder recover the payment card after ČSOB is informed of its loss or theft in accordance with Paragraph 58 of the Terms and Conditions, the payment card shall not be used any longer and shall have to be given back to ČSOB.
63. As regards a complaint, the final (decisive) date for the calculation of the loss (co-participation) the Account Holder might incur due to an unauthenticated payment transaction will be the date of loss or theft reporting.
64. The Card Holder may ask the respective ČSOB branch to issue a document showing that the loss/theft/misuse of his payment card has been announced to ČSOB; he is entitled to do so within 18 months following the announcement in accordance with Paragraph 58 of these Terms and Conditions.

#### **Blockage – Limitation of the Payment Card's Validity upon Request**

65. The Card Holder, or the Account Holder may ask for temporary or permanent blockage of a payment card (hereinafter referred to as "temporary or permanent limitation of the payment card's validity"). The Account Holder may ask for limitation of validity of all payment cards, which have been issued to his account. The Card Holder may ask only for limitation of the validity of such payment card, which he is entitled to dispose of. ČSOB shall not be responsible for any damages the Account Holder or the Card Holder may incur due to the temporary or permanent limitation of the payment card's validity.
66. ČSOB shall be responsible for damages caused by the potential misuse of the payment card whose validity was temporarily or permanently limited beginning from the first calendar day following the date of the delivery of the application for cancellation of the payment card's validity at the ČSOB branch. Temporary cancellation of the payment card's validity shall apply only to authorised payment transactions.

67. Temporary cancellation of the payment card's validity may be cancelled by the person who has asked for it; as for legal entities it may also be the statutory body or a person authorised by it. The payment card shall be active the next working day following the receipt of the application by ČSOB.

#### **ČSOB Entitlement to Cancel the Payment Card's Validity at its Own Initiative**

68. ČSOB is entitled to cancel the payment card's validity or the option of making transactions without the presence of a payment card, both temporarily or permanently, for the following reasons:
- security of the payment card in particular suspicious or unauthenticated or fraudulent use (if ČSOB is provided by the card association or another bank or another reliable resource information of potential risk to the payment card).
  - significantly higher risks of inability to repay a loan facility on the part of the Account Holder – Card Holder if it may be drawn down by the payment card.
- In connection to the permanent cancellation of the payment card's validity, it may be retained after efforts to use it. ČSOB shall inform the Card Holder about such measures immediately in a suitable way at the telephone number which the Account Holder provides upon the signature of the Agreement.
69. Before the payment card's validity cancellation or should it be impossible, immediately afterwards, ČSOB will inform the Card Holder about the cancellation of the payment card's validity and the reason. This duty shall not be fulfilled, if providing this information shatters the purpose of the cancellation of the payment card's validity, or should it be in discrepancy with other legal regulations. ČSOB shall not be responsible for potential damages the Account Holder or the Card Holder may incur due to the temporary or permanent cancellation of the payment card's validity or due to the cancellation of the right to use the payment card.
70. As soon as the reasons for the cancellation of the payment card's validity are over ČSOB undertakes to suspend the cancellation of the payment card or to give the Card Holder a 'new' payment card with another number and a new PIN free in order to substitute this payment card.

#### **Emergency Assistance - Abroad**

71. Should the payment card be lost or stolen in a foreign country, the Card Holder may ask for the issuance of an emergency payment card or emergency cash to cover necessary expenses. The application for the provision of a substitute emergency payment card or emergency cash shall be executed by the Card Holder via the phone number which was given to the Card Holder upon the receipt of the payment card (it is to be used for the announcement of a loss or theft of the payment card) or directly at the respective card association. Holders of MC Unembossed, Maestro and Visa Electron payment cards shall not be provided with an emergency payment card or emergency cash.
72. ČSOB is entitled to refuse to provide emergency services. If emergency services are provided, ČSOB shall inform the Card Holder of the place and manner of the receipt of the emergency payment card or emergency cash and shall provide for the satisfaction of the request via a member of the association for emergency services in the locality given.
73. The emergency payment card is usually issued with a period of validity not exceeding one year, has no chip and cannot be used in ATMs (because there is no PIN). The holder of the emergency payment card is obliged to give it to ČSOB immediately after his arrival in the Czech Republic. The issuance of the emergency payment card or emergency cash shall be charged in the form of a fee in accordance with the ČSOB Price List.

#### **Final Provisions**

74. The Account Holder is entitled to cancel the Card Holder's right to use the payment card any time in writing, which must be delivered to the ČSOB branch which keeps his account while the respective card is returned to ČSOB. The cancellation of the Card Holder's right to dispose of the payment card shall not relieve the Account Holder from the responsibility for the payment transactions made by this payment card until the right to use the card is cancelled. Should the Account Holder not be able to give the card back to ČSOB for serious reasons, he is obliged to ask for the permanent cancellation of the validity of such payment card, which will be charged in accordance with the ČSOB Price List.
75. Should the Account Holder die, the validity of payment cards of particular Card Holders may be permanently cancelled in accordance with the instruction given by the Account Holder to ČSOB before his death. ČSOB shall not be responsible for any damages the Card Holder may incur due to the permanent cancellation of the payment card's validity.
76. These Terms and Conditions shall become effective on July 1, 2011 while the terms and conditions for Payment Cards of ČSOB Clients of November 1, 2009 cease to be effective. ČSOB is entitled to change, amend or cancel these Terms and Conditions by issuing new Terms and Conditions, in particular pursuant to the respective legal standards, its business policy or in the interest of continuous requirements to modernise and make more secure the services provided and in accordance with the requirements of card associations. ČSOB shall only inform Account Holders about changes in the Terms and Conditions in the form of a statement on the account to which the payment card has been issued, no later than two months before they become effective. Unless the Account Holder gives his written protest against the new version of the Terms and Conditions, withdraws from the Agreement in writing and returns the respective payment cards at the ČSOB branch which keeps his account(s), it applies that the Account Holder has been properly made aware of the new version of the Terms and Conditions, accepts them properly and undertakes to adhere to the Terms and Conditions. These Terms and Conditions are available in paper form at all ČSOB branches, or in electronic form at: [www.csob.cz](http://www.csob.cz).

**Československá obchodní banka, a. s.**