

ČSOB CLIENTS' DEPOSIT CARD TERMS AND CONDITIONS



General Information

1. Československá obchodní banka, a. s., registered office Radlická 333/150, 150 57 Praha 5, ID No.: 00001350, registered in the Commercial Register of the City Court in Prague, Section B: XXXVI, Entry 46 (hereinafter "ČSOB") issues, pursuant to the 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 the "PA"), "The Terms and Conditions for Deposit Cards of ČSOB Clients" (hereinafter the "Terms and Conditions"). These Terms and Conditions are supplementary to the ČSOB General Business Terms and Conditions (hereinafter the "GBTC") and, if they differ from the GBTC, the provisions of these Terms and Conditions will prevail.
2. ČSOB issues deposit cards for accounts of private individuals-entrepreneurs and legal entities (hereinafter the "Account Holder"). ČSOB issues deposit cards to the Account Holder and those specified by the Account Holder (hereinafter the "Card Holder") according to the current range as a payment instrument for a current account denominated in Czech crowns. The Account Holder must familiarise himself with the Terms and Conditions 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 range of deposit cards is available in ČSOB information material at all ČSOB branches and on the Internet: www.csob.cz. The legal relationships applicable to issuing and using deposit cards will be governed by the legal code of the Czech Republic.
3. ČSOB will record in the account all payment transactions made by deposit cards issued for this account and also enter the fees for deposit card maintenance and other operations in accordance with the effective respective ČSOB Price List on the date of charging a fee (hereinafter the "ČSOB Price List." The current version of the ČSOB Price List is available at all ČSOB branches and on the Internet: www.csob.cz.
4. ČSOB, as the personal data administrator, is entitled to make the respective agreement with the payment card transaction processor (hereinafter 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 who are service providers or provide services that are an integral part of the deposit 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 if the Account Holder or the Card Holder does so. The Account Holder also agrees that ČSOB will provide MasterCard and Visa card associations with information about payment cards issued to the Account Holder (e.g. the number of the payment card, expiry date etc.).
6. Deposit cards are the property of ČSOB and the Card Holder is only given the right to use them. No one has any legal right to be given a deposit card. Deposit cards are issued exclusively in the name of the Card Holder and are non-transferable. ČSOB is entitled to ask for additional information about the Account Holder or the Card Holder from other sources. ČSOB is entitled to refuse an application for issuing a deposit card. In these cases, ČSOB will always inform the Account Holder either in writing or by phone without having to give a 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 will be subject to a separate agreement stipulating the binding terms and conditions. If a service 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.

Issuing a Deposit Card

8. The Deposit Card Issuance Agreement (hereinafter the "Agreement") will be concluded by the Account Holder at the ČSOB branch which keeps the account for which the deposit card will be issued (hereinafter the "Respective ČSOB Branch"). The Account Holder must provide ČSOB with full and true data. Unless he does, so, i.e. the Account Holder provides untrue or inaccurate data, he will be fully responsible for any damages ČSOB may incur and be potentially at the risk of, among other things, legal recourse.
9. The deposit card is valid until the date given on it i.e. the last day of the respective month. ČSOB will issue a new deposit card to the Card Holder automatically no later than by the expiry date of the original deposit card unless it is decided not to extend the validity of the deposit card. If the Card Holder does not want the card's validity to be extended he will inform the Respective ČSOB Branch in writing no later than 5 calendar weeks before the original deposit card expires.
10. The Card Holder can pick up the deposit 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 the Card Holder does not collect it by this deadline the deposit card will be cancelled and the PIN envelope invalidated. The fee for deposit card maintenance and separately issuing a PIN will be charged in accordance with the ČSOB Price List irrespective of whether the Card Holder picks up the deposit card or the automatically issued deposit 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 deposit card.

12. The Card Holder must make sure the envelope containing the PIN has not been opened or damaged and immediately take all necessary measures to protect it. If it is damaged ČSOB will provide the Card Holder with a new PIN and a new deposit card for free.
13. The Card Holder can change his PIN according to his wishes unless he is satisfied with the one allocated to him, which was automatically generated. The PIN can be changed via any ATM with a ČSOB logo in the Czech Republic. The Card Holder must not change the PIN within 5 weeks before the expiry of the deposit card and receiving a new deposit card. Subsequently the PIN can be changed with the new deposit 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 deposit card number, four identical figures or four successive figures, the 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 must keep it confidential. It is forbidden to put the PIN in an easily readable form on the deposit card or other items which he keeps or holds together with the deposit 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 Card Holder's failure to adhere to this provision, regardless of whether it was a fraudulent action with intent or negligence, will be deemed a gross breach of the Agreement and the Account Holder will bear all the losses incurred by disclosing his PIN. The Account Holder must pay the amount for all payment transactions for which the PIN was used and damages ČSOB may incur because of disclosing the PIN.
16. If the Card Holder forgets 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 will collect it at the branch in person after being invited.
17. If an incorrect PIN is entered several times during a payment transaction the deposit card is automatically temporarily blocked for security reasons for transactions for which the PIN is verified. The deposit card will automatically become fully functional again on the first day of the next calendar week. The PIN of chip payment cards cannot be un-blocked unless the chip deposit card is connected to ČSOB systems on-line.

Deposit Card Receipt

18. ČSOB allows Card Holders to activate payment cards via an ATM by entering the respective PIN. The deposit card cannot be activated if the correct PIN is not entered.
19. When receiving the deposit card the Card Holder becomes entitled to use it until the deadline given on the payment card.
20. The Card Holder must keep the deposit card separately from other bank documentation in a safe place i.e. which is not freely accessible to third persons and which is secured against unjustified interference by third persons. The Card Holder must check that he has his deposit card regularly after each use of the deposit card at least once a day and take individual security measures to prevent the misuse, loss or theft of the deposit card. Despite these efforts, if a deposit card is lost, stolen or misused or is used without authorisation, the Card Holder must inform ČSOB of this immediately (upon detection). The Card Holder's failure to adhere to this provision, regardless of whether it was a fraudulent action with intent or negligence, will be deemed a gross breach of the Agreement and the Account Holder will bear all the losses and damages until ČSOB is informed of the respective incident (loss, theft, misuse or unauthorised use of the payment card).
21. The Account Holder will be responsible for all payment transactions made by deposit cards issued for his account and must pay ČSOB any damages it may incur due to the incorrect use of the deposit card.

Using the Deposit Card

22. The Card Holder must make only cashless deposits in the respective ATM network with a ČSOB logo in the Czech Republic with the deposit card. If the Account Holder or the Card Holder fails to adhere to this provision, regardless of whether it was a fraudulent action with intent or negligence, it will be deemed a gross breach of the Agreement and the Account Holder will bear all the losses from potential payment transactions until ČSOB is informed accordingly and must pay for all damages ČSOB incurs due to the incorrect use of the deposit card. Acts contravening this provision are a reason for blocking the Card Holder's card and ČSOB terminating the Agreement.
23. If the Card Holder has any doubt or suspicion about the misuse of a deposit card or ATM (e.g. non-standard operation of cash amounts, installing a skimming device – scanner at an ATM etc.) or the presence of suspicious persons in the ATM surroundings, their efforts to interfere with payment transactions and/or other improper behaviour, the Card Holder must inform both ČSOB and the Czech police about these without delay.
24. The only way between ČSOB and the Account Holder/Card Holder to give the Card Holder's consent to a payment transaction, i.e. its authentication, is by entering the PIN. Inserting a deposit card into an ATM and entering a correct PIN is considered to be authentication of a payment transaction.
25. ČSOB is not responsible for rejecting payment transactions or for any potential damages Card Holders may incur directly or indirectly due to circumstances beyond the control of ČSOB or its partners (i.e. acts of God, power failures, machinery and data processing equipment, transmission lines breakdowns, strikes etc.).
26. ČSOB is entitled to cancel the right to use the deposit card or temporarily or permanently block the deposit card - cancel its validity (in particular if the contractual terms and conditions are broken, or there is a suspicion of fraudulent activities of the Card Holder or a third person etc.) without prior notice.
27. The Card Holder must protect the deposit card from mechanical damage and any influence (e.g. a magnetic field) that might damage the record on the magnetic strip or the deposit card chip.
28. ČSOB can change the 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.

29. On request, the deposit card must be returned to ČSOB via the respective ČSOB branch. If the deposit card can not be returned ČSOB is entitled to block it – cancel the validity of the deposit card at the Account Holder's expense. After receiving a new automatically renewed ČSOB deposit card the Card Holder must return the original deposit card or must destroy a non-returned deposit card by cutting it through the magnetic strip and chip thus preventing the card from being misused.

Changes in the Card Holder Data

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

Payment transactions clearing, account statements and complaints

32. The Account Holder is informed of payment transactions on his account by an account statement. Payment transactions are stated separately with the Card Holder's name, place, payment transaction date, amount and currency of the payment transaction so that the transactions made by the deposit card are settled on the same working day if a cash deposit is made through a ČSOB ATM in ČSOB working hours. If a deposit is made outside ČSOB working hours it will be considered as received at the beginning of the next ČSOB working hours. Pursuant to Law No. 21/1992 Coll. on Banks as subsequently amended, ČSOB will maintain internal records so that it can search for operations and correct mistakes for a sufficient period of time. The Account Holder and the Card Holder must regularly check the payment transactions made by the deposit card, or do so also via electronic information channels which, among other things, is necessary for lodging complaints in time.
33. The Account Holder takes into account the way of clearing transactions made by deposit cards.
34. If a payment transaction is made by a deposit card with which the Card Holder does not agree, he is entitled to lodge a complaint pursuant to the ČSOB's Rules of Complaints. When handling a complaint, ČSOB will assess whether the Card Holder has fulfilled all the terms and conditions i.e. in particular, the reporting deadline, the contractual terms and conditions stipulated in the agreement and the Terms and Conditions (e.g. a serious breach of protecting deposit card security elements). If ČSOB finds, 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.
35. The Card Holder, or the Account Holder, must lodge a complaint without any undue delay after finding reasons but no later than by the deadline determined by the respective contractual provisions or legal regulations.
36. The Account Holder or the Card Holder, as the case may be, must deliver all the documentation available about the disputed payment transaction (particularly, copies of receipts, and copies of the account statement with the marked claimed transaction).
37. The Card Holder must give the respective deposit card, to which the disputed transaction is linked, to ČSOB if he claims a disputable payment transaction with suspicious misuse of the deposit card; if the deposit card is not delivered to ČSOB, this fact will be taken into account during the complaint procedure. However, this does not apply if the loss or theft of the respective deposit card is properly communicated.
38. ČSOB is entitled to require the Card Holder or the Account Holder to deliver additional documentation about the reclaimed payment transaction. The Card Holder or the Account Holder must provide the necessary co-operation during the ordinary course and settlement of the complaint handling procedure.
39. ČSOB charges a fee in accordance with the ČSOB Price List for unjustified complaints.
40. If the Client claims, in accordance with these Terms and Conditions, an incorrect payment transaction or seeks another remedy at ČSOB without 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 issuing and using electronic payment instruments pursuant to Law No. 229/2002 Coll. on the Financial Arbitrator as subsequently amended.

Loss/theft/misuse of a Deposit card

41. The Card Holder or the Account Holder must inform ČSOB of any loss, theft or misuse of the deposit card immediately after he learns or might learn of it; if he suspects that the deposit card may have been misused he must report this to the CR Police. If the misuse of the number of a deposit card is reported, the Card Holder must deliver the deposit card to ČSOB immediately. Information (announcement of a loss, theft or misuse of the deposit 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 deposit card. A third person can also announce the loss or theft of a deposit card (hereinafter the "Reporting Person").
42. The Reporting Person will inform ČSOB of all the circumstances surrounding the loss or theft of the deposit card and if he does not know the number of the deposit card he will provide other data to identify both the Card Holder and the deposit card (e.g. the account number, birth number, etc.). ČSOB is entitled to make records of phone calls. ČSOB will 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.
43. The validity of each card, which is reported lost, stolen or misused, will be permanently cancelled for security reasons. ČSOB will not be responsible for any damages the Account Holder or the Card Holder may incur due to the permanent cancellation of the deposit card's validity.
44. The responsibility of the Account Holder to pay transactions made by a lost, stolen or misused deposit card will be immediately terminated by the phone announcement in accordance with Paragraph 41 of the Terms and

Conditions (via the telephone number given by ČSOB for this). However, ČSOB will not be responsible for any damages caused by payment transactions made by deposit cards in which the PIN was used or the Card Holder committed a fraud.

45. If the Card Holder or the Account Holder recovers the payment card, after ČSOB is informed of its loss or theft in accordance with Paragraph 41 of the Terms and Conditions, the deposit card will no longer be used and must be returned to ČSOB.
46. The Card Holder can 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 after the announcement in accordance with Paragraph 41 of these Terms and Conditions.

Blockage – Limiting the Deposit Card's Validity on request

47. The Card Holder, or the Account Holder can ask for a temporary or permanent blockage of a deposit card (hereinafter a "temporary or permanent limitation of the deposit card's validity"). The Account Holder can ask for the validity of all deposit cards issued to his account to be limited. The Card Holder can only ask to have the validity of a deposit card that he is entitled to dispose of limited. ČSOB will not be responsible for any damages the Account Holder or the Card Holder may incur due to the temporary or permanent limitation of the deposit card's validity.
48. ČSOB will be responsible for damages caused by the potential misuse of the deposit card whose validity was temporarily or permanently limited from the first calendar day after the date of the delivery of the application to cancel the deposit card's validity at the ČSOB branch. Temporary cancellation of the deposit card's validity will apply to all authorised payment transactions.
49. The temporary cancellation of a deposit card's validity can be cancelled by the person who has asked for it, or the Account Holder, for legal entities it may also be the statutory body or a person authorised by it. The deposit card will be activated no later than the next working day after ČSOB receiving the application.

ČSOB's Entitlement to Cancel a Deposit Card's Validity at its Own Initiative

50. ČSOB is entitled to restrict the deposit card's validity or the option of making transactions without the presence of a card, both temporarily or permanently, for security reasons in particular the suspicion of unauthenticated or fraudulent use (if ČSOB is provided by a card association or another bank or another reliable resource information on the potential risk to the ČSOB deposit card).
In connection with the permanent cancellation of the payment card's validity, it may be retained after efforts to use it. ČSOB will inform the Card Holder about these measures immediately in a suitable way by the telephone number provided by the Account Holder when signing the Agreement.
51. Before restricting the deposit card's validity or if impossible, immediately afterwards, ČSOB will inform the Card Holder/Account Holder of restricting the deposit card's validity and the reason. This will not be done if providing this information destroys the purpose of restricting the deposit card's validity or if it contravenes other legal regulations. ČSOB will not be responsible for damages the Account Holder or the Card Holder may incur due to the temporary or permanent restriction of the deposit card's validity or cancelling the right to use the deposit card.
52. As soon as the reasons for restricting the deposit card's validity are over ČSOB undertakes to cancel the deposit card restriction or to give the Card Holder a 'new' payment card with another number and a new PIN free as a substitute for this deposit card.

Final Provisions

53. The Account Holder can cancel the Card Holder's right to use the deposit card at any time in writing, which must be delivered to the ČSOB branch that keeps his account, and the card is returned to ČSOB. Cancelling the Card Holder's right to use the deposit card will not stop the Account Holder from being responsible for payment transactions made by this deposit card until the right to use the card is cancelled. If the Account Holder can not give the card back to ČSOB for serious reasons, he must ask to have the validity of the deposit card permanently cancelled, which will be charged in accordance with the ČSOB Price List.
54. If the Account Holder dies, the validity of deposit cards of particular Card Holders may be permanently restricted. ČSOB will not be responsible for any damages the Card Holder may incur due to the permanent restriction of the deposit card's validity.
55. These Terms and Conditions become effective on December 1, 2011. 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 continuously modernising and making more secure provided services and in accordance with the requirements of card associations. ČSOB will only inform Account Holders about changes in the Terms and Conditions through an account statement for which the deposit card has been issued, no later than two months before they become effective. Unless the Account Holder objects to the new version of the Terms and Conditions, withdraws from the Agreement in writing and returns the respective deposit cards to the ČSOB branch which keeps his account(s), it is assumed that the Account Holder has been properly made aware of the new version of the Terms and Conditions, accepts them and undertakes to adhere to the Terms and Conditions. These Terms and Conditions are available on paper from ČSOB branches, or in electronic form at: www.csob.cz.

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