# BUSINESS TERMS AND CONDITIONS FOR PAYMENT CARDS



### Effective date: 1 July 2025

Československá obchodní banka, a. s., with its registered office at Praha 5, Radlická 333/150, Postal Code 150 57, ID No.: 00001350, enrolled on the Commercial Register maintained by the Municipal Court of Prague, Section B: XXXVI, Insert 46, BIC: CEKOCZPP, email address: info@csob.cz, podnety.klientu@csob.cz (proposals for improvement) - hereinafter "ČSOB" or the "Bank" issues in accordance with the Civil Code and the Payment Transactions Act these Business Terms and Conditions for Payment Cards (hereinafter the "Terms").

These Terms are binding for the products and services provided by Československá obchodní banka, a. s., including the products and services provided under its Poštovní spořitelna brand.

The wording of these Conditions have been written in Czech and English, both versions being deemed authentic. In the event of any conflict of interpretation between Czech and English translation of these Conditions, the original Czech version shall prevail.

# I. GENERAL PROVISIONS

- 1. Some of the terms used herein are explained in the section entitled "EXPLANATION OF CERTAIN TERMS".
- 2. The Terms are intended for all client segments (individuals not conducting business, legal entities and individuals conducting business as well as corporations and institutions).
- 3. The legal relationships related to the grant and use of a Payment Card are governed by the laws of the Czech Republic (hereinafter "ČR").
- 4. Legal relationships not addressed by the Terms hereof shall be governed by relevant Commercial Terms and Conditions for Accounts and Payments.
- 5. Detailed information about the functions, settings, control and security of Payment Cards can be found in a brochure available at www.csob.cz/karty (hereinafter the "Brochure").
- 6. The Account Owner is responsible towards ČSOB for ensuring compliance with applicable legislation and for proper fulfilment of the contractually accepted obligations in relation to all Payment Cards granted for the account owner's Account, regardless of who the Cardholder is.
- 7. If an agreement (hereinafter "Agreement") based on which a Payment Card is to be granted is entered into entirely via remote communications or other typical business spaces, the Account Owner shall be entitled to withdraw from the Agreement within 14 days from entering into it. The notice of withdrawal from the Agreement must contain at least the identification of the account owner (first name, surname, date of birth and address of permanent residence) and the account number and/or the type of Payment Card, must be issued in written form and must be signed by the account owner and sent to the address Radlická 333/150, 150 57 Prague 5. The notice of withdrawal shall be deemed effective if sent to ČSOB on the last day of the time limit at the latest. If the Account Holder withdraws from the contract, they shall pay ČSOB the fees for all services provided during the contractual relationship.

# II. PAYMENT CARD AND ITS SETTINGS, DELIVERY, CHANGES

### **Payment Card**

- 1. A Payment Card is a means of payment which can be used to transact with funds in an Account (carry out payment transactions), i.e. in particular:
  - to make non-cash payment for goods and/or services,
  - to withdraw cash from the Account,
  - Cash deposits into the Account.

A Payment Card may serve for identification of the cardholder at Czech post offices.

The range of functions of the Payment Card depends on its type and form (whether the Payment Card has physical form, or not).

2. Payment Cards are granted in respect to the Accounts maintained by ČSOB, based on an Agreement entered into with the Account Owner. In addition to the Account Owner, the Payment Card may also be granted to a person authorized by the Account Owner (hereinafter the "Cardholder"/"Holder"). When concluding the Agreement, a minor Account Owner is represented by his/her statutory representative who has concluded the Agreement on

the Account to which the Payment Card is to be provided. Any subsequent amendments to the Agreement may be made on behalf of the minor only by the statutory representative who signed the Agreement on his/her behalf.

- 3. The Payment Card shall be granted exclusively in the Cardholder's name and is non-transferable.
- 4. Each cardholder can only hold one active Payment Card of the same type and for one Account.
- 5. The Payment Card is the ČSOB's property, and the Cardholder only has the right to use it during its validity period. If the Account for which a Payment Card has been granted is cancelled, or upon ČSOB's request, the card must be returned to ČSOB via one of its Business Locations, or the Account Holder/Cardholder shall devalue the card by cutting it in half.

### Grant of Payment Card

- 6. No one is legally entitled to be granted a Payment Card; ČSOB shall inform the Account Owner if a decision is made to refuse to grant a Payment Card, but ČSOB shall not specify the reasons for the refusal.
- 7. For a minor's Account, only the minor may be the Cardholder; A Payment Card may only be granted to a person who has reached at least the age of 8.
- 8. For an Account Owner with limited capacity to make legal decisions, such person's guardian may apply for a Payment Card and enter into an Agreement on that person's behalf, in which case the grant of a Payment Card may only be requested at one of the Bank's business locations.
- 9. If a Payment Card is granted to a minor Holder, or Holder with limited capacity to make legal decisions, such Holder's legal representative/guardian agrees that the Holder digitalizes the Payment Card via applications provided by third parties in accordance with the Terms and Conditions for ČSOB Digitalized Payment Cards, and the business terms and conditions of providers of applications enabling digitalization. The Terms and Conditions for digitalized Payment Cards become a part of the Agreement when they are approved by the Payment Card Holder.
- 10. If online communication with ČSOB occurs when using the Payment Card (request for confirmation of the card's validity and sufficient balance sent by the payment terminal or payment gateway on the Internet), ČSOB is entitled to reject the transaction if, based on transaction monitoring, it suspects that an unauthorised person is attempting to initiate the transaction. In that situation, it is not a rejection of the payment order according to the law, as the rejection takes place before it is delivered to ČSOB. The Cardholder is informed of the rejection immediately via the payment terminal or payment gateway. For security reasons, ČSOB is not obliged to disclose the reasons for the rejection.
- 11. A deposit card may be granted only for a selected account denominated in CZK.

### Payment Card limits and settings

12. The Payment Card has two separate limits:

- for the Czech Postal Service intended for use at all Czech post offices,
- for ATMs and merchants.

Internet payments / MO/TO transactions are included in the limit for ATMs and Merchants; however, the Account Holder / Card Holder may determine a lower limit for them either in the Contract or later following the steps stipulated in the "Payment Card Changes" section.

- 13. The Account Owner may select the limit for all Payment Cards granted for the Owner's Account within a defined range for the particular type of Payment Card. ČSOB shall have the right to reduce the limit unilaterally, particularly in view of security, the length of account maintenance, proper fulfilment of obligations towards ČSOB, or if required by legal regulations (for example in the event of a Payment Card issued with the account of a minor Holder who has not been fully identified); ČSOB shall inform the Cardholder of each such decision to reduce the limit.
- 14. Unless otherwise stated in the Agreement, the internet payments /MO/TO transactions shall be permitted automatically upon initial grant of the Payment Card:
- 15. The Account Owner/Cardholder may prohibit or permit (even repeatedly) payments on the Internet/MO/TO transactions. If these types of transactions are prohibited, the Account Owner/Cardholder may not provide any third parties (including Merchants) with any details specified on the Payment Card.
- 16. The limit for the Czech Postal Service does not apply to outgoing payments (within the Function for the Czech Postal Service).

### Payment Card validity and renewal

17. The Payment Card is valid until the last day of the month specified on it (the expiration date). If ČSOB does not decide to refrain from extending the validity of a Payment Card or if the Cardholder does not reject renewal of a Payment Card at least 6 weeks in advance of the expiration date, ČSOB shall grant a new Payment Card

automatically by the expiration date at the latest. If a new Payment Card is not granted, any agreed additional services (such as insurance) shall also expire on the expiration date.

- 18. The Cardholder may request early renewal of a Payment Card (for example, if its validity ends during the Cardholder's stay abroad).
- 19. The Account Owner may refuse automatic renewal or request early renewal of all Payment Cards granted for the owner's Account.
- 20. If a Payment Card is not used for a period lasting longer than 6 months (24 months for a basic payment account) prior to the expiration date, ČSOB is entitled to refuse to renew the Payment Card or to renew it in a virtual form only (without issuing a plastic card; the Holder will display the data regarding the renewed Payment Card in his/her Internet Banking (including Smart banking). In such a case, the Cardholder does not have to return the expired Payment Card to ČSOB but is obliged to devalue it by cutting it in half.

### Delivery of a Payment Card to its holder

- 21. A Payment Card in virtual form (i.e. the data on a Payment Card enabling internet payment and completion of MO/TO transactions and also digitalization via third parties' applications and subsequent payments via a mobile phone or another device) may be viewed by the Holder in the Holder's internet banking on the Agreement conclusion date as a rule.
- 22. If the Payment Card shall be granted also in tangible form and unless otherwise arranged, a Payment Card shall be delivered to the Cardholder by post to the address for sending of a Payment Card as specified in the Agreement. If, in a specific case, ČSOB permits a change to the delivery arrangements for a Payment Card, such a change may be made, after the Agreement has been entered into, at one of the Business locations or via electronic banking or by phone.
- 23. The Payment Card shall be sent to the cardholder by post (or prepared for retrieval at the business location, if such method of Payment Card acceptance is agreed upon), usually within 10 business days, but no later than within 30 calendar days from the date when the Agreement is entered into. If the Cardholder does not receive the Payment Card in the aforementioned time period, the Cardholder shall be required to notify ČSOB promptly, in which case ČSOB will grant a new Payment Card and PIN and deliver it to the Cardholder in the originally agreed manner.
- 24. If the Cardholder does not take over the Payment Card at the agreed business location within 70 days of its grant, ČSOB shall cancel the Payment Card and destroy it.
- 25. When a Payment Card is delivered by post, the Card Holder shall be required to check the envelope for any damages, and if any damages are detected, the Card Holder must notify ČSOB promptly.
- 26. Upon delivery of the Payment Card, the cardholder shall be informed about the selected parameters for its settings.
- 27. If a Payment Card is renewed or a replacement Payment Card provided, the new Payment Card is delivered to the Cardholder in each case by post to the Cardholder's current domestic address kept on file by ČSOB; if, however, ČSOB does not have a record of any such address, ČSOB is entitled to deliver the Payment Card to one of its branches as selected in the Agreement or later agreed. This does not affect the right of ČSOB pursuant to paragraph 19 of this Article.
- 28. The cardholder will be required to sign the delivered Payment Card on the signature strip.

#### Activation of the payment card

- 29. ČSOB shall grant the Payment Card to the Cardholder unactivated, and the Cardholder will be required to activate it. For a Payment Card in tangible form, the Cardholder also confirms by its activation the physical receipt of the same.
- 30. The Cardholder may not activate a Payment Card in tangible form that he/she does not have in physical possession.
- 31. A Payment Card may be activated for use at an ATM or with a Merchant:
  - by entering the PIN and completing a transaction (such as at a POS terminal at a Merchant); in such case the Card will be activated automatically,
  - by performing any operations within the Function for the Czech Postal Service; in such case, the card will be activated automatically,
  - upon submitting the Card at a Business location;
  - Via electronic banking service.
- 32. If the Holder activates the Payment Card in virtual form and is to be provided with a Payment Card in physical form, too, they will only be able to use the virtual Payment Card for internet payments at secure Merchants (3DS), and this restriction lasts until the activation of the physical Payment Card.

### PIN

- 33. ČSOB shall deliver a PIN to the Cardholder in the manner agreed in advance (possible ways are in particular acceptance of a PIN from another Payment Card, electronic delivery when the PIN can be viewed via Internet banking, by post). If delivery of the Payment Card by post is arranged, the PIN shall be sent to the address agreed upon for Payment Card delivery. Upon viewing a PIN by the Cardholder in Internet banking, any potential prior agreement shall be changed so that its delivery in electronic form is arranged.
- 34. If the Cardholder does not receive the envelope with the PIN within 30 calendar days of entering into the Agreement, the Cardholder shall be required to notify ČSOB promptly.
- 35. When the PIN is delivered, the cardholder shall be required to check that the envelop has not been breached, especially the security field in which the PIN is shown, and must immediately take all necessary measures to protect it from disclosure to a third party. The Cardholder shall be required promptly to inform ČSOB about any potential damage to the envelope containing the PIN, so that ČSOB may provide a new Payment Card and new PIN.
- 36. For security reasons, the Cardholder is strongly advised not to create the PIN from digits which can be easily guessed or deduced, such as part of the Payment Card number, four identical digits or four successive digits, the date of birth of the Cardholder or the Cardholder's family members.
- 37. If the Cardholder forgets the PIN, it can be displayed via the Internet banking, or ČSOB may issue a new one upon request.

### Image Card

- 38. ČSOB may grant to the Cardholder a Payment Card with own design.
- 39. An image from the ČSOB's gallery shall serve as the basis for preparation of the design for the Payment Card, or an image provided by the Cardholder may be used; the Cardholder shall be liable to ČSOB for any potential damages that arise as a result of unauthorised use of a supplied image (particularly due to breaches of copyrights).
- 40. Confirmation of the design for the card image cannot be revoked. The submitted design proposal shall be subject to approval from ČSOB which reserves the right to reject it even without specifying a reason. If multiple design proposals are submitted, only the last of them will be submitted for approval.
- 41. The agreement on grant of an Image Card may be entered into within 30 calendar days from the approval by ČSOB of the proposed design.

### Fees

42. The Account Owner is required to pay ČSOB for the grant of a Payment Card and related services the fees specified in the Fee Rate List effective on the settlement date of such fees; even if the Payment Card is not taken over by the Cardholder; ČSOB shall be entitled to debit these fees from the Account for which the Payment Card has been granted. The fees, depending on the type of Payment Card, will be billed monthly or annually, or on the date when the transaction is performed.

### **Payment Card changes**

- 43. The Account Owner/Cardholder may request a potential change in the settings for a Payment Card and additional services only after the Card has been activated (However ČSOB can allow a change of selected parameters even before the Payment Card activation). A change to a Payment Card at a Czech post office may be requested only via a specified form. ČSOB shall pass decision on the submitted request at the latest within 10 business days of its submission. If ČSOB accepts the request, it will make the change. ČSOB will inform the Account Owner in an appropriate manner if it does not accept the application.
- 44. If ČSOB allows it, the Account Owner/Cardholder may request for selected types of Payment Cards a change also via telecommunications equipment (with his/her proper identification being a condition), or this can be done via Internet banking or a special ČSOB's application. More detailed information about potential changes to the setting of parameters and functions of the Payment Card is available upon request at business locations or on the website www.csob.cz.
- 45. If an application is submitted to change the limit for ATM withdrawals and purchases from Merchants, the change to the limit approved by ČSOB will be implemented by the next business day at the latest.
- 46. A change of address for sending of the Payment Card and PIN in the event of its automatic renewal must be reported to ČSOB at a business location no later than 6 weeks before the end of validity of the original Payment Card.

- 47. The Account Owner/Cardholder may request establishment/change/cancellation of additional services (such as insurance) under the terms thereof.
- 48. The Account Owner is obligated to notify the Holder without undue delay of any changes in the settings of the Payment Card of the authorized Holder (including the changes of additional services) implemented upon request of the Account Owner.
- 49. ČSOB shall be entitled to decide unilaterally (particularly for security, technical and business reasons) to cease granting/support of a certain type of Payment Card and provision of certain additional services, or to change their scope. Prior to each such change taking effect, ČSOB shall grant a new Payment Card to the Cardholder as a replacement for the Payment Card which is no longer supported; by activating the new Payment Card, the Account Owner/Cardholder shall be expressing consent with the enacted change. Other aspects of the change shall be governed by the rules agreed upon in the Section "Changes to the Agreement, Commercial Terms and Conditions and the Rate List".

# III. PAYMENT CARD USE

# **General provisions**

- 1. The Account Owner is required to ensure that a Payment Card granted for his/her Account has not been used for a transaction that conflicts with legislation valid in the location where it takes place.
- 2. ČSOB will not examine the authenticity of payment orders issued via a Payment Card.
- 3. The Account Owner/Cardholder is required to monitor and check drawing from individual Payment Card limits continuously and to ensure that they are not exceeded. The Account Owner is also required to ensure that as a result of transactions conducted via the Payment Card the available account balance/credit limit for which the card has been granted is not overdrawn, and should it become overdrawn the Account Owner shall be liable to ČSOB for the prohibited overdrawing of the balance/credit limit (regardless of the agreed limits and their potential exceeding).
- 4. The Account Owner will be permitted to display the Account Balance in an ATM via a Payment Card, and another cardholder may be provided with this permission based on an Agreement. The Cardholder may view the Account balance also using a special ČSOB application.
- 5. ČSOB reserves the right not to execute certain types of payment transactions (especially without the physical presence of athe Payment Card, e.g. MO/TO transactions) and internet transactions without Strong Verification.
- 6. The Cardholder may use a deposit card only to make cash deposits via designated ATMs, and, if the type of deposit card allows it also at Czech post offices.
- 7. If the Account Owner is provided with an overdraft line of credit, the Payment Card will be used to draw from the credit line, and interest shall be figured upon settlement of the payment transaction.
- 8. The account owner may at any time issue written revocation of the cardholder's authorisation to use the Payment Card, by requesting its cancellation. In such a case, the Account Holder shall be required to return the Payment Card to the ČSOB business location or devalue the Payment Card by cutting it in half; and the Account Holder will be responsible for transactions conducted via the Payment Card until it is returned. If the Account Owner fails to return the Payment Card to ČSOB shall permanently block it; in such case, ČSOB shall not be liable for transactions that blocking cannot prevent (such as off-line transactions).
- 9. Unless otherwise agreed, the authorisation to transact with the funds in an account via a Payment Card will not end upon the account owner's death.

# Use of a payment card in an ATM or at a merchant

10. The Payment Card can be used at a Merchant who accepts the particular type of Payment Card.

11. Based on its type and form, the Payment Card may be used for:

- cash transactions in the ATM network, with cash deposits being possible only on selected ATMs,
- non-cash payments for goods / services via Payment Terminals or imprinters,
- withdrawal cash at currency exchange bureau counters and at other banks,
- internet payments,
- withdrawal of cash directly at the cash register of a merchant who offers cash back,
- identification for loyalty programmes and for ensuring services related to it,
- identification to incoming payment via MasterCard MoneySend, Gaming and Gambling and Visa Direct services,
- identification for purposes of provision of selected services by the Merchant (such as urban public transport tickets),

- transactions-through an application or other services with securely stored electronic associated with the Payment Card,
- direct debit authorisation.
- 12. A precondition allowing the use of the CashBack service is the non-cash payment for goods and/or services with a Payment Card in a minimum amount set by ČSOB. The sum of non-cash payment and withdrawal of cash must not exceed the weekly ATM and merchant transaction limit for the Payment Card. ČSOB may set the maximum amount of cash withdrawal. ČSOB does not guarantee that the CashBack service will work outside the Czech Republic.
- 13. If an incorrect PIN is entered three consecutive times when the Payment Card is used, the respective transactions will be suspended automatically; the full functionality of the Payment Card will be restored automatically on the following calendar day (no later than at the beginning of the second calendar day) or as soon as the PIN is displayed in the Internet banking.
- 14. If during a secure payment on the internet (3D Secure) an incorrect password is entered three consecutive times, the ability to use the Payment Card for such transactions will be automatically blocked for security reasons; the full functionality of the Payment Card will be restored automatically usually within 24 hours.
- 15. The Cardholder can store their Payment Card details on the Internet (via the Payment Gateway or directly with the Merchant) for the purpose of future transactions.
- 16. ČSOB recommends that Cardholders store Payment Card details only with trustworthy Merchants and pay due attention to the terms and conditions of their use, which should be made available by the Merchant in advance. The way stored Payment Card details are used may vary depending on the agreement between the Cardholder and the Merchant.
  - Storing the Payment Card details facilitates the Cardholder's subsequent payments as they do not need to copy all the Payment Card details for further transactions. All subsequent transactions are initiated by the Cardholder and, unless they fall under one of the statutory exceptions, Strong Verification is required.
  - In connection with a transaction initiated by the Cardholder, the Cardholder authorises the Merchant to initiate subsequent transactions (the so-called card direct debit). The frequency, amount and duration of such transactions are subject to an agreement between the Cardholder and the Merchant. This method is typically used, for example, to pay subscriptions. Consent to direct debit in the form of the first transaction initiated by the Cardholder requires Strong Verification. Subsequent transactions initiated by the Merchant are not subject to Strong Verification.
- 17. When applying Strong Verification in the above cases, ČSOB relies on the transaction data provided by the Merchant as the beneficiary or by its provider (if the Merchant identifies the transaction as a direct debit which is not subject to Strong Verification, ČSOB is not obliged to perform Strong Verification).
- 18. If the Cardholder saved their Payment Card data with a Merchant, such data can be updated automatically if the Payment Card is renewed or if a replacement Payment Card is issued; the update shall not affect the validity of the originally entered payment order.
- 19. If ČSOB allows the Cardholder, by means of the Internet Banking or a special application, to view a list of the Merchants that store details of the Cardholder's Payment Card, or to manage the stored details, the following rules shall apply:
  - ČSOB relies on transaction details and information provided by the Merchant; if the Cardholder does not use the stored Payment Card details to initiate a transaction, the Merchant may not be listed. ČSOB assumes no liability for the completeness and accuracy of the details displayed.
  - ČSOB may allow some of the stored Payment Card details to be managed, i.e. activated or deactivated. Deactivation does not delete the stored Payment Card details (this must be done on the Merchant's website) but prevents the Merchant from initiating a transaction with the stored Payment Card details. The Cardholder acknowledges that deactivation does not terminate the original agreement between the Cardholder and the Merchant (i.e. the Merchant may seek an alternative payment method, refuse to provide the service, or claim damages for breach of contract as the case may be).

# Using Payment Cards at Czech post offices

- 20. The function for the Czech Postal Service (hereinafter "Function for the Czech Postal Service") makes it possible depending on the type of and form of the Payment Card to make the following operations at terminals at Czech post offices:
  - Deposit cash,
  - Cash withdrawals up to the limit set for the Czech postal office,
  - Over-limit cash withdrawals, not exceeding the available Account balance),

- Payment for services at Czech post offices,
- Outgoing payment (the limit for the Czech postal service does not apply to outgoing payments), specifically:
- Outgoing payment,
- Guaranteed outgoing payment.
- 21. Unless otherwise stated in the Agreement, the Function for the Czech Postal Service shall be permitted automatically upon initial grant of the Payment Card:
  - In full extent for a Payment Card in favour of the Account Owner,
  - Except for over-limit cash withdrawals and outgoing payments for Payment Cards in favour of another Cardholder.

Over-limit cash withdrawals and outgoing payments may not be permitted for Cardholders under the age of 15. The Account Owner may permit/prohibit the Function for the Czech Postal Service for all Payment Cards issued for the Owner's Account.

- 22. In the event of a malfunction or downtime of technical equipment and/or a natural disaster, over-limit cash withdrawal cannot be guaranteed.
- 23. During selected types of operations, a post office employee is required to identify a cardholder who has reached at least the age of 15 by examining the person's identity document. If the name and surname on the Payment Card do not match those on the identity card, the staff are entitled to refuse to carry out the transaction and retain the Payment Card.
- 24. For transactions at Czech post offices using standard POS terminals, the arrangements in the section "Payment Card Use in an ATM and at a Merchant" and the limit for ATMs and Merchants will apply.

### Incoming payments via the Payment Card

- 25. ČSOB will enable the Cardholder for selected types of Payment Cards to accept incoming payments to the Account using MasterCard MoneySend, Gaming and Gambling and Visa Direct services; the Payment Card must be valid/unblocked and must have payments permitted for the Internet/MO/TO transactions.
- 26. The service can be used up to the amount of the limits defined for MasterCard MoneySend, Gaming and Gambling and Visa Direct, about which information can be provided at a Client Centre of the Bank.

### Authorisation of payment transactions

- 27. A cardholder may issue consent for a payment transaction (or series thereof) issued via a Payment Card only in the following ways:
  - entering your PIN,

in the case of a cash transaction and also a non-cash transaction initiated through a Payment Terminal (except for certain Contactless Payments); in some cases the Merchant may also require the Cardholder's signature;

- for Contactless Payments by waving the Payment Card over the Payment Terminal with or without entering the PIN;
- by handwritten signature)
  - in the case of a non-cash transaction at the Merchant's facility without using the Payment Terminal;
- by entering the Payment Card number, its expiry date, the three-digit CVC/CVV and the Cardholder's name,

in the case of an internet transaction not requiring Strong Verification and in the case of a MO/TO transaction;

- by entering the Payment Card number, its expiry date, the three-digit CVC/CVV protection number and confirming the transaction via Smart Key or e-PIN and SMS code sent to the Cardholder to the agreed telephone number in the case of an online transaction requiring Strong Verification;
- for Contactless payments by tapping the Payment Card to the POS terminal, either with our without
  entering the PIN, if a transaction is executed via an application or another service with securely stored
  Payment Card electronic data by entering of a confirmation code or another form of the Holder
  authentication via a mobile phone or another device (e.g. by fingerprint or face recognition) or without
  entering of a confirmation code according to the terms and conditions of the particular application.

- 28. At the moment of authorisation, ČSOB will be entitled to block the corresponding amount on the Account for which the Payment Card has been granted. If the documents are not submitted to ČSOB by the deadline in accordance with the Card Scheme Rules, ČSOB will cancel the block on the transaction amount. For certain merchants (such as hotels, rental car agencies), the blocked amount may be an estimate of the client's expected spending; the cardholder should be informed about such amount in advance.
- 29. If the Account Owner/Cardholder has arranged the Internet banking service, he/she may ask ČSOB to send the information text messages about transaction authorisation and their amounts; and for transactions abroad this information about the amount has only an informative character.
- 30. In the case of an internet transaction with the Payment Card, ČSOB is obliged to require Strong Verification (subject to certain exceptions set out in applicable laws and regulations). ČSOB is entitled not to execute a transaction without Strong Verification (e.g. in case of exceptions allowed by law or with foreign Merchants from non-EU countries that do not support Strong Verification).
- 31. ČSOB is entitled not to support Strong Verification via ePIN in combination with an SMS code sent to the Cardholder to the agreed telephone number for Cardholders with the Smartbanking application installed (i.e. Cardholders who meet the objective conditions for using the Smart Key application); the Smart Key application is intended for Strong Authentication for these Cardholders.

# IV. PAYMENT CARD SECURITY

### Ensuring the security of the Payment Card and personal security elements

- 1. The Account Holder / Cardholder is required to adopt all measures necessary to protect the Payment Card from damage, loss, theft or misuse and to protect the personal security elements (e.g. the PIN/ePIN) from its disclosure to a third party, and in particular is they are required:
  - To check that the envelope with the delivered Payment Card/PIN has not been tampered with, and to inform ČSOB immediately if it has been damaged,
  - To sign the delivered Payment Card immediately on the signature strip,
  - To refrain from activating a Payment Card that is not physically in his/her possession,
  - To refrain from selecting an easily detectable number as the PIN/ePIN,
  - To keep the Payment Card separate from other banking documentation in a secure place, which is not freely accessible to third parties,
  - To refrain from providing Payment Card details via unsecured channels,
  - To refrain from providing a third party with any Payment Card details; exception is made for the providing
    of the Payment Card data to a Merchant for the purposes of initiation, of internet payments / MO/TO
    transactions (if they are permitted),
  - To protect the Payment Card from direct effects of magnetic fields, mechanical and thermal damage,
  - After each use of the Payment Card, but at least once a day, to check that the Payment Card is still in possession,
  - To use the Payment Card and/or details about it only via equipment (computers, mobile phones, tablets, etc.) which has properly secured against misuse of confidential details; the Payment Card must not be used especially via publicly accessible equipment (such as in an internet café),
  - To refrain from writing the PIN/ePIN anywhere (especially on the Payment Card, but also not in a mobile phone, computer or similar device or media which the Cardholder keeps or carries together with the Payment Card),
  - not to disclose their PIN/ePIN or the security code sent via SMS to anyone, including family members,
  - To prevent observation of the PIN/ePIN when it is entered,
  - In the event of suspicion of the risk of misuse of a Payment Card in an ATM (such as non-standard course of depositing, non-standard cash withdrawal, capturing of banknotes, suspicion of installation of equipment for Payment Card skimming, the presence of suspicious persons or even their effort to interfere in a performed transaction, ČSOB and the Czech Police must promptly be informed.
  - To exercise great care when using any tool that reads out the PIN or Payment Card details displayed in the Internet Banking or other applications (to assist the blind), and to always make sure that no one else can hear the information.
- 2. If a payment is made without the physical presence of the Payment Card only the 3D secure protocol presented under the "Verified by Visa / Visa Secure" and "Mastercard® Secure Code / Mastercard® Identity Check" trademarks will be accepted.

 Suspicion of the loss, theft or misuse of a Payment Card-must be reported by the Account Owner/Cardholder to ČSOB immediately after the Owner/Cardholder becomes aware of such situation or could have become aware of it, by calling:

+420 495 800 111 or via Internet banking (if enabled in the app)

Such reporting may also be done by a third party. Clients with health limitations that prevent them from communicating by phone can also report suspected misuse of the Payment Card via the chat available at <u>www.csob.cz/informace-pro-neslysici</u>. Suspicion of theft and/or misuse of a Payment Card must also be reported to the Czech Police.

- 4. On receipt of such notification, ČSOB shall promptly block the Payment Card.
- 5. If the Account Owner/Cardholder so requests within 1 month of the notification about the loss/theft/misuse of a Payment Card, ČSOB will usually grant to the Cardholder within 10 business days from the submission of a request a substitute Payment Card and a new PIN, in the originally agreed delivery method, unless the applicant specifies otherwise. Following the expiration of this period, the new Payment Card may be granted of based on a new Agreement.
- 6. If the Account Owner/Cardholder after having notified of its loss/theft gets the Payment Card back, the Account Owner/Cardholder shall be required to surrender it to ČSOB, or shall devalue the card by cutting it in half.
- 7. The aforementioned obligations aimed at protecting the Payment Card, including the obligatory steps in the event of its loss/theft/misuse, shall also adequately apply to a mobile phone (or similar devices) and its SIM card, if it is used as a Payment Card, which includes possible devaluation by cutting if needed.
- 8. Any breach of the aforementioned obligations will be considered a serious breach of the Agreement.

### Payment Card blocking at the request of a Cardholder/Account Owner

- 9. The Account Owner is entitled to request temporary or permanent blocking of all Payment Cards granted for his/her Account. A cardholder who is not an account owner is only entitled to request temporary limitation of the validity of the Payment Card that he/she holds. Temporary blocking of a Payment Card will only apply to on-line transactions authorised by the Bank.
- 10. The Payment Card will be blocked:
  - At the latest on the 3rd business day following the date when the request is submitted at a Czech post
    office,
  - Immediately in the event of a request for blocking via electronic banking service, or a ČSOB branch.
- 11. The Account Owner/Cardholder may request cancellation of temporary blocking of a Payment Card; in such case the blocking will be cancelled immediately after the request has been submitted.

# Payment Card blocking based on the ČSOB's decision

- 12. ČSOB may, even without prior notification, block a Payment Card temporarily or permanently, for the purposes of:
  - Ensuring its security, particularly if there is a suspicion that it has been misused,
  - If there is a significant risk that the account owner will not be able to repay a loan which can be drawn via the card.
- 13. ČSOB shall be entitled to confiscate a permanently blocked Payment Card upon an attempt to use it; ČSOB shall inform the Cardholder in an appropriate manner on confiscation of the Payment Card.
- 14. As soon as the reasons for temporary blocking of a Payment Card cease to apply, ČSOB will lift the block or sue a new Payment Card to the Cardholder with a different number and a new PIN, without charging a fee (in such a case, the Cardholders who use an ePIN must choose a new one). The Payment Card will become fully active no later than on the 3rd business day after the day on which the block is lifted.

# V. TRANSACTION SETTLEMENT AND CLAIMS

### **General provisions**

- ČSOB will settle a Payment Card transaction (except for outgoing payments within the Function for ČP) by the end of the following working day following the moment of the payment order receipt, which shall be receipt of a settlement message from the respective payment transactions processor. If the time of receipt of the payment order is a period outside ČSOB's operating hours, the payment order shall be considered as received at the beginning of the following ČSOB operating hours.
- 2. The Account Owner is obligated to check the correctness of the settlement without delay and on a continuous basis, however at least once a month, for the purpose of timely filing of a potential complaint.

- 3. The payment transactions settlement occurs on the basis of the data received by the data processor from the relevant card scheme. Payment transactions are accounted for separately, with identification of the Payment Card number, the amount, the currency, the date and the place of the payment transaction, or the applicable exchange rate.
- 4. Since goods paid for with a Payment Card are typically released by the Merchant prior to the funds being credited to the Merchant's bank account, a payment with a Payment Card must also provide a kind of guarantee. Therefore, a payment order given by a Payment Card cannot be revoked under the Payment Transactions Act. Likewise, ČSOB is bound by the Card Scheme Rules to effect a transaction once ČSOB has confirmed the transaction as part of the so-called authorisation query.

### Exchange operations

5. Outgoing payments (Client pays by Payment Card)

### Payment in a foreign currency by Payment Card issued for an Account in CZK

The amount of the transaction is debited to the Account after conversion to CZK at the ČSOB sell foreign exchange rate.

#### Payment in a foreign currency by Payment Card issued for an Account in another foreign currency

The amount of the transaction is debited to the Account after conversion to CZK at the ČSOB sell foreign exchange rate and subsequent conversion to the Account currency at the ČSOB buy foreign exchange rate.

### Payment in CZK by Payment Card issued for an Account in a foreign currency

The amount of the transaction is debited to the Account after conversion to the Account currency at the ČSOB buy foreign exchange rate.

### 6. Incoming payments (Client receives money to Payment Card)

Incoming payment in a foreign currency to an Account in CZK

The amount of the transaction is credited to the Account after conversion to CZK at the ČSOB buy foreign exchange rate.

### Incoming payment in a foreign currency to an Account in another foreign currency

The amount of the transaction is credited to the Account after conversion to CZK at the ČSOB buy foreign exchange rate and subsequent conversion to the Account currency at the ČSOB sell foreign exchange rate.

### Incoming payment in CZK to an Account in a foreign currency

The amount of the transaction is credited to the Account after conversion to the Account currency at the ČSOB sell foreign exchange rate.

#### 7. Decisive time for the application of the foreign exchange rate

For outgoing payments, the foreign exchange rates applicable at the following times shall be used for conversion:

### Mastercard Payment Cards

The transaction initiated to 21:05 CET will be calculated using the rate valid on the day of the transaction initiation (if it is a working day).

The transaction initiated after 21:05 CET will be calculated using the rate valid on the following day (if it is a working day).

### **VISA Payment Cards**

The transaction will be calculated using the rate valid the same day the transaction is initiated (if it is a working day).

If the above-mentioned exchange rates cannot be used (e.g. because the moment of initiation of the transaction is unknown due to a technical error), the rate valid on the business day prior to the transaction settlement date will be used for Mastercard and VISA payment cards.

For incoming Moneysend, Gaming and Gambling and Visa Direct payments, the foreign exchange rates specified in the ČSOB exchange rate list valid at the time of the transaction authorisation are used for conversion.

For other incoming payments, if the date of initiation of the transaction by the Merchant is not known, the foreign exchange rates specified in the ČSOB exchange rate list valid on the business day prior to the date of settlement of the transaction to the Account shall be used for conversion.

### Common provisions for exchange operations

8. The list of ČSOB exchange rates is available at www.csob.cz and at ČSOB branches.

- 9. If the currency of the transaction is not specified in the ČSOB exchange rate list, ČSOB will convert the transaction to CZK from the amount received from the card system in USD; in case of incoming Moneysend, Gaming and Gambling and Visa Direct payments, ČSOB will directly use the amount of the transaction in CZK (for crediting the Account in CZK or for further conversion) as received from the card system.
- 10. The same rules as for the conversion of the transaction amount also apply to the conversion of related fees, except for Moneysend, Gaming and Gambling and Visa Direct fees, for which the CNB exchange rate applicable on the day of settlement is used for conversion.
- 11. ČSOB will inform the Account Holders (who are consumers) of the exchange rates in the manner provided for in Article 4 of Regulation (EU) 2021/1230 of the European Parliament and of the Council of 14 July 2021 on cross-border payments in the Union, without undue delay whenever it receives a payment order for a cash withdrawal or a non-cash transaction in a currency of an EEA Member State other than the currency of the account to which the Payment Card has been provided, and furthermore once in each month in which the above transactions were initiated, by e-mail, internet banking, SMS or in the account statement. The Cardholder is entitled to refuse the sending of the above information via Internet Banking and, if the Cardholder does not have Internet Banking, by phone via the Client Centre, or by clicking on the link contained in the e-mail notification pursuant to the previous sentence.
- 12. During settlement of a payment transaction using a Payment Card in a foreign currency, discrepancies resulting from foreign exchange rate differences cannot be the subject of a submitted claim, since they can occur, for example:
  - Between the transaction initiation date and transaction settlement date,
  - Based on conversion of an amount to the settlement currency and subsequently to the Account currency,
  - Between the outgoing and incoming payment (e.g. refund of a transaction by the Merchant due to a claim).
- 13. The amount of the outgoing foreign-currency payment transaction blocked in the Account and the amount of the incoming foreign-currency payment transaction notified at the moment of transaction authorisation are only indicative. The cleared amount may differ for the reasons stated in the preceding paragraph.
- 14. If when a payment transaction is made in a foreign currency the Cardholder selects a change of the transaction currency to CZK or to another currency that differs from the original currency of the transaction, the conversion will be done directly by the Merchant using its exchange rate, and the exchange rate difference compared to ČSOB's rate cannot be the subject of a submitted claim.

# Claims

- 15. The Account Owner / Cardholder must inform ČSOB of any and all settlement inconsistencies in the form of a complaint without undue delay after identifying them. The claim shall clearly define the claimed transaction, state the condition of the Payment Card at the time of the transaction (whether it was lost, stolen or misused) and other potential information related to the completed transaction. It is recommended to accompany the claim with the form Cardholder Statement on the disputed transaction, and other conditions for filing claims are set out in the Claim Rules 11 or a complaint about cash withdrawal from a ČSOB's ATM it is sufficient to report the situation by phone to the phone numbers specified in the "Loss, Theft and Misuse of Payment Card" section or to phone number 495 300 300.
- 16. A specific form of a card transaction claim is a claim under the Card Scheme Rules (known as chargeback) in which ČSOB may, subject to certain conditions, attempt to recover the claim amount from the Merchant or the Merchant's bank (known as acquirer), such as when the Merchant fails to deliver the goods/provide the service paid for with a Payment Card. ČSOB may not grant the Account Holder's/Cardholder's chargeback request or may demand that certain conditions be met for the chargeback to be provided. Such conditions include, in particular, the Cardholder completing a transaction dispute form and submitting evidence of previous communication with the Merchant which shows failed attempts to resolve the issue, or a certain period of time passing after the transaction settlement date, etc. ČSOB cannot guarantee successful recovery.
- 17. The claim will need to be accompanied by all available documentation of respective transactions, particularly account statements, receipts issued by the technical facility via which the transaction has been performed (e.g. ATM, POS) and the original or a Merchant-certified copy of the confirmation of completion of the transaction.
- 18. The claim must be presented:
  - in the event of an authorised payment transaction for which at the moment of authorisation an exact amount had not been determined with the transaction exceeding the amount which the Cardholder could have reasonably expected (e.g. for transactions in a car rental agency, hotel), no later than within 8 weeks from its settlement,

- in the event of an unauthorised or incorrectly executed payment transaction without undue delay after the Account Owner / Cardholder learns about it, however, no later than within 13 months following its settlement,
- in other cases without undue delay after the occurrence of the claimed fact.
- 19. The Account Owner shall at the ČSOB's request and by defined deadlines be required to ensure all cooperation necessary for proper handling of a claim, particularly by ensuring presentation of additional documentation relating to the claimed transaction; otherwise, ČSOB shall be entitled to halt the claim resolution process.
- 20. If ČSOB, after an evaluation, finds that an allegedly unauthorised payment transaction was in fact authorised, the complaint will be rejected.
- 21. If in connection with a payment transaction which is the subject of a claim there is a suspicion of misuse of the Payment Card, it is necessary that the Payment Card is permanently blocked, and if it is possible in view of the circumstances of the case, the Account Holder/Cardholder shall be required to ensure the Payment Card which was used for the transaction is surrendered to ČSOB, or shall devalue the card by cutting it in half.
- 22. ČSOB shall settle a claim of the Account Owner/Cardholder with a response to the claim within 35 business days from the date of receipt; if due to reason beyond the ČSOB's control, ČSOB is unable to settle a complaint by the agreed deadline, it shall inform the party who filed the claim within the set period, and in this case shall respond to the claim no later than within 35 business days from the date of its receipt.
- 23. Claims handled through card schemes (known as chargeback) are subject to the rules and deadlines of the respective card scheme, and the deadlines under the preceding paragraphs do not apply to them.
- 24. The Account Owner shall be required to notify ČSOB without undue delay when the claimed amount is received back from the Merchant.
- 25. For an unjustified claim, ČSOB shall be entitled to charge the Account Owner a fee equal to the costs actually incurred.
- 26. In the event of an unsuccessful claim, the Account Owner/Cardholder who submitted the claim may contact the ČSOB Ombudsman, namely:
  - by sending a letter to Československá obchodní banka, a. s., Ombudsman ČSOB, Radlická 333/150, 150 57 Praha 5,
  - by sending an email to ombudsman@csob.cz
  - via a web form available at www.csob.cz.

27. Additional rules for claim processing are defined in the ČSOB's Claim Rules available at www.csob.cz.

# VI. LIABILITY FOR UNAUTHORISED TRANSACTIONS

- 1. ČSOB shall restore the Account from which the payment transaction amount was deducted to the condition in which the Account would be if the unauthorised transaction had not been executed, which ČSOB is obligated to do by the end of the following working day after learning about the unauthorised payment transaction. If it is not possible, the Bank shall return the amount along with the potentially paid fee and lost interest to the Account Holder by transferring the amount into the account specified by the Account Holder or in a different agreed manner. ČSOB shall perform that obligation to the extent corresponding to the liability for loss occurring as a result of the unauthorised transaction. The period of time for its fulfilment shall not start if ČSOB reasonably believes that the Account Owner / Cardholder acted fraudulently and reports that fact to ČNB (Czech National Bank).
- 2. The account owner shall be liable for losses resulting from an unauthorised payment transaction:
  - up to EUR 50, if it has been caused by the use of a lost or stolen Payment Card or misuse of a Payment Card, except in cases where the Account Owner/Cardholder has acted fraudulently, and
  - if the loss/theft/misuse of the card could not be discovered before the performance of the unauthorised transaction, or
  - if the loss/theft/misuse of the Payment Card has occurred as a result of the ČSOB's conduct;
  - in full, if it has occurred as a result of fraudulent practices by the Account Holder / Cardholder, or by the
    Account Holder / Cardholder having breached, intentionally or through gross negligence the requirement
    to use the Payment Card only in accordance with the Agreement and to protect it as well as personal
    security elements (e.g. PIN/ePIN) from loss/theft/misuse and to report such loss/theft/misuse to ČSOB
    immediately, except in cases when the Account Owner/Cardholder has not acted fraudulently, and:
  - if the loss occurred after the Account Owner/Cardholder reported the loss/theft/misuse of the Payment Card to ČSOB, or
  - if ČSOB has not secured suitable resources for such notification, or

- ČSOB did not require Strong Verification (not valid in case of card direct debit).
- 3. For conversion of the loss from the unauthorised payment transaction borne by the Account Owner, ČSOB will use the Czech National Bank's exchange rate valid by the respective date.
- 4. If ČSOB returns the amount of the allegedly unauthorised transaction to the Account Owner and then discovers that the Account Owner was not entitled to receive the refund, since:
  - it was not an unauthorised payment transaction, or
  - the account owner has borne the loss from the unauthorised transaction entirely or partially,

ČSOB may deduct the amount to the extent in which the Account Owner was not entitled to the refund, from any of the Account Owner's accounts maintained by ČSOB, even without the Account Owner's consent.

# VII. FINAL PROVISIONS

### Communication

- Unless otherwise agreed between the parties, the rules of communication between ČSOB and the Account Owner/Cardholder shall be governed by the Commercial Terms and Conditions for Accounts and Payments. To report a potential suspicion of unauthorized or fraudulent use of the Payment Card to the Account Owner / Cardholder (by making a call or sending an SMS), ČSOB will use the phone number of the Account Owner / Cardholder registered in the ČSOB systems.
- The Account Owner shall be required to notify ČSOB without undue delay of any changes in information regarding the Account Owner and/or any other Cardholders under the Account (particularly addresses of permanent residence and phone numbers), and namely:
  - in writing via a Business location,
  - via electronic banking service,
  - by phone (if enabled by ČSOB).

If the name or birth number of the Cardholder is changed, he/she must apply for a replacement card.

- 3. The Cardholder is required to notify ČSOB promptly of the loss or theft of an identity document.
- 4. A Cardholder of full legal age who is a consumer may request a mass change of mailing address for all companies from the ČSOB Group with which the Cardholder has a contractual relationship, on the respective form. The change of the mailing address shall be made within ČSOB by the 5th business day following acceptance of the request by ČSOB; and for other companies from the ČSOB Group in accordance with the terms and conditions of those companies.

### Exclusion of ČSOB's liability

- 5. ČSOB shall not be liable to the Account Owner/Cardholder for:
  - Non-acceptance of a Payment Card by a Merchant or another bank,
  - Defects in goods or services paid for via Payment Cards (these will need to be claimed with the Merchant who sold them),
  - Damages caused by:
  - Circumstances that are beyond the control of ČSOB,
  - As a result of failure to comply with one of the obligations of the Account Owner/Cardholder agreed upon in the Article titled "Payment Card Security",
  - Temporary/permanent blocking of a Payment Card at the Account Owner's/Cardholder's request,
  - Use of a Payment Card at variance with applicable legislation valid at the location where the transaction is carried out.

### Change of Agreement, Commercial Terms and Rate List

- 6. ČSOB is authorised to propose to the Account Owner a change to these Terms, the Agreement and the respective fee Rate List (to the extent to which it defines fees for a Payment Card and services in relation thereto) in a reasonable scope and for the following reasons:
  - · changes in legislation, its interpretation or changes in standards applicable to the banking market,
  - a change in the situation on the financial markets or in the market for banking services,
  - the development of market and risk indicators, including capital adequacy requirements,
  - developments in technology and security of banking services,

- optimising banking products and services, or
- change in the commercial policy.

In case of an Account Owner who is a consumer, ČSOB will publish the proposal for change at Business locations and at the website www.csob.cz (if suitable with regards to the extent of the change) no later than 2 months before the day such change shall take effect. In the same time limit, ČSOB shall send to the Account Owner the proposal either in paper form together with the Account Statement, or via Internet Banking and/or via e-mail. If the proposal for change is sent via Internet Banking, ČSOB shall notify the Account Owner of placing the proposal for the amendment in Internet Banking by sending an information e-mail or SMS. In case of an Account Owner that is a natural person – entrepreneur or legal entity, ČSOB shall post the information about the proposed changes on www.csob.cz no later than one month before the proposed effective date, notifying the Account Owner accordingly in a message sent to the Account Owner's Internet Banking, Account Statement, letter, e-mail or data message. Unless the Account Owner refuses the change before its proposed effective date, the Account Owner shall be deemed to have accepted it; otherwise, the Account Owner may terminate the Agreement free of charge and with immediate effect. If the Agreement is included in a single document together with other agreements (such as regarding establishment and maintenance of the Account), or if it has been entered into in the form of an amendment to the Account Agreement, the right to immediate termination shall apply only to the parts of the Agreement governing the Payment Card.

- 7. It is hereby agreed unlike as stated in the previous paragraph that a change that does not have a negative effect for the Account Owner affecting the parameters and price terms of a Payment Card or related services may be carried out by ČSOB with immediate effect. Such amendments may in particular concern:
  - adjustments solely for the benefit of the Account Owner,
  - adjustments caused by the addition of a new service, which does not have any effect on the existing fees,
  - changes to the name of the banking product or related service, which does not have any effect on the rights and obligations of the Contracting Parties,
  - adjustments made in an effort to increase the security of banking services or prompted by technological development,
  - adjustment of details of an informational character (such as the address of the ČSOB's seat).

As a rule, ČSOB shall inform the Account Owner of such changes in advance via the Internet Banking, by posting the related information at www.csob.cz or by sending the Account Statement, or by e-mail. The Account Owner may become familiar with such change also at the ČSOB branches.

### **Ending of Payment Card Agreement**

- 8. The parties may terminate the Agreement in writing. In the case of termination by the Account Holder, the notice period is 1 month and starts to run on the day of the delivery of the notice to ČSOB. In the case of termination by ČSOB, the notice period is 2 months and starts on the first day of the calendar month following the delivery of the notice of termination.
- 9. ČSOB is entitled to withdraw from the Agreement due to its material breach by the Account Owner / Cardholder, and if duration of the Agreement and compliance with the obligations established under the Agreement is in conflict with the legal regulations or the ČSOB internal policy or the KBC Group.
- 10. Regardless of whether the Agreement is included in the agreement on keeping the Account with the bank or whether it has the form of an amendment to such an agreement, it can always be terminated separately in any of the ways specified above. If upon termination of the Agreement a Party does not clearly express the will to end the account keeping agreement as well, the termination shall apply only to this Agreement, and the account keeping agreement shall remain in effect. Upon termination of the account keeping agreement, this Agreement shall also expire.
- 11. The Agreement shall also expire if there is no active Payment Card granted (renewed) under the Agreement, and namely after the lapse of 1 month of:
  - the expiry of the last Payment Card provided (renewed) on the basis of the Agreement,
  - the notification of loss/theft/misuse of the Payment Card on the basis of which ČSOB has blocked the Payment Card, unless the Account Owner requested a replacement Payment Card within this period,
  - the cancellation of the Payment Card at the request Account Owner, unless the Account Owner requested a new Payment Card within this period.

If the Agreement is included in another agreement (e.g. on account keeping), it expires only to the extent regulating the grant of the Payment Card.

12. Upon the end of this Agreement, additional services will also expire (such as insurance).

Radlická 333/150, 150 57 Praha 5; IČO: 00001350 zapsaná v obchodním rejstříku vedeném Městským soudem v Praze, oddíl B: XXXVI, vložka 46

www.csob.cz I 495 300 300

- 13. If the Payment Card is not returned to ČSOB no later than on the date of termination of the Agreement, the Account Holder/Cardholder is obliged to destroy it by cutting.
- 14. ČSOB is entitled to debit the Payment Card transactions that are received by it for settlement after the end of the Agreement and the fees related to these transactions, and if this is not possible (e.g. because the Account has already been cancelled), the Account Holder undertakes to pay the corresponding amount to ČSOB upon its request within 5 business days at the latest.

### Handover of information

- 15. The Account Owner also agrees that ČSOB will provide the MasterCard® and Visa® Card Schemes with information about the Payment Cards issued for the Account Owner's Account (e.g. the Payment Card number, Payment Card validity, etc.).
- 16. Where the Account Owner is the obligated party within the meaning of the Act on the Register of Agreements and if the Agreement is subject to mandatory publication in the Register of Agreements, the Account Owner shall ensure, at their own expense, that the Agreement is properly published in the Register of Agreements, without undue delay after it is concluded, to the extent agreed with ČSOB, including any additions and related documents. The Account Owner shall publish the Agreement under the name in the format RS (Agreement name) PS71.

### Supervisory body

17. ČSOB's activities are supervised by the Czech National Bank with its registered office at Na Příkopě 28, 115 03 Prague 1, www.cnb.cz.

### Out-of-court dispute resolution

18. In the event of a dispute, the Account Owner/Cardholder may contact the financial arbitrator at Legerova 1581/69, 110 00 Prague 1, www.finarbitr.cz.

### Effect

19. The Terms become effective on 1 July 2025 and supersede the Business Terms and Conditions for Payment Cards of 1 November 2024.

# **VIII. CLARIFICATION OF CERTAIN TERMS**

#### <u>ATM</u>

A technical device that enables, in particular, the withdrawal, or even the deposit, of cash by means of a Payment Card. It can be operated by ČSOB, other banks or independent operators.

### **Contactless Payment**

Payment at a Merchant on a POS terminal supporting contactless technology VisapayWave® or MastercardPayPass® made with a Payment Card enabling contactless payments. To pay, place the Payment Card near the POS terminal. The limit for contactless payments without verifying the Cardholder (e.g. by entering the PIN code) is currently CZK 500 in the Czech Republic and can be changed at any time. Contactless payments can be refused by a payment terminal at any time and a regular payment (insertion of the Payment Card into the payment terminal) with the PIN may be required.

#### Booklet

The document contains detailed information about the functions, security, set-up and use of the Payment Card. It is available on the website www.csob.cz/karty.

#### Cash Back

Cash withdrawals at cash registers of businesses that provide this service. A precondition for use of the Cash Back service is a non-cash payment for the goods and/or services in the amount set by ČSOB. The sum of the non-cash payment and withdrawal must not exceed the weekly ATM and merchants limit of the Payment Card.

#### Additional

All services related to the Payment Card provided/brokered by ČSOB (such as insurance coverage).

### Cardholder

The Account Owner / a person authorized by the Account Owner to whom ČSOB granted (shall grant) the Payment Card.

ePIN

A personal security element represented by a four-digit numeric code, which the Cardholder selects via Internet Banking or ATM (or in any other manner permitted by ČSOB) for all Payment Cards they hold and which, together with an SMS code sent to the agreed telephone number, is used for Strong Verification in connection with the Payment Card transaction on the Internet. ePIN is not supported for prepaid Payment Cards and meal voucher and benefit Payment Cards.

#### Internet Banking

It is a service allowing Account management via internet. ČSOB provides Internet Banking (including mobile banking applications such as ČSOB Smart / Smartbanking / CEB mobile) within the scope of the Electronic Banking Services which, in addition to Internet Banking, also include the Phone Banking Services. If the Terms and Conditions use the term Electronic Banking Service(s), this shall include both Internet Banking and Phone Banking.

### **Payment Card Limit**

The maximum total amount of cash and non-cash transactions realised using the Payment Card that is permitted for a given period. The Payment Card has two separate limits: The limit for the Czech Postal Service, which is intended for use at Czech post offices, and the limit for ATMs and Merchants (which includes the limit for payments on the internet and MO/TO transactions).

#### Account Holder

The person for whom ČSOB has established and maintains the Account on the basis of a signed agreement.

#### MasterCard MoneySend, Gaming and Gambling and Visa Direct

Financial transfers between two persons where the transaction amount is credited on the basis of authorisation to the beneficiary identified through a Payment Card.

#### **MO/TO transaction**

A transaction initiated by the Cardholder either by correspondence with the Merchant or instructions given to the Merchant by phone while neither the Payment Card nor the Cardholder is at the point of sale.

#### Over-Limit Withdrawal

A cash withdrawal through the Czech Post Office Function over the weekly limit for this function up to the available balance for drawing from the account.

# Business terms and conditions for accounts and payments

The applicable business terms and conditions regulate the establishment and management of (also savings) accounts and payments for the individual client segments, i.e.:

Pre-contract Information and Conditions and Terms for Accounts and Payments – natural persons; Pre-contract Information and Conditions and Terms for Accounts and Payments for legal entities and natural persons (entrepreneurs) and Business Terms and Conditions for Accounts and Payments for corporations and institutions.

#### Merchant

The recipient of the non-cash payments for goods or services through Payment Cards.

#### **Business locations**

The Business locations are the ČSOB branches and Czech Post branches.

### PIN (Personal Identification Number)

A personal security feature, a four-digit confidential (secret) identification number which is sent or handed over only to the Cardholder when a Payment Card is issued that the Cardholder uses to authenticate payment transactions made by a Payment Card. The PIN may be delivered in paper or electronic form.

#### Payment gateway

Software through which Payment Cards can be accepted for payment for goods/services offered on the Internet.

#### Payment Card

An international means of payment the operation of which is based on the infrastructure and business rules of the card schemes, intended for conducting transactions with funds in an Account (particularly for non-cash payment for goods and services and withdrawal and/or depositing of cash), and in some cases also for identification of a Cardholder at Czech Post offices. The selected types of payment cards also enable contactless payments. The Payment Card need not have a tangible form (such as a plastic carrier), and the Terms and Conditions shall adequately apply also to the Payment Cards digitalized via the applications provided by third parties, as well as to a virtual Payment Card, i.e. the Payment Card data displayed in the Holder's Internet Banking that enable the Holder to make payments on internet and complete MO/TO transactions even without existence of a tangible carrier. A Payment Card with the Client's own design is an Image Card. A deposit card is a special type of Payment Card.

- Debit card A Payment Card enabling drawing of the Account Owner's own funds from an Account (with the
  exception of an overdraft line of credit if agreed upon for overdrawing).
- Credit card A Payment Card serving for drawing from a revolving line of credit.

#### Payment terminal

A device used to make non-cash payments for goods and services with a Payment Card and cash withdrawals at other banks and exchange offices with embossed Payment Cards and some non-embossed Payment Cards from the

Payment Card Account. For the purpose of the Terms and Conditions, the Payment Terminal also includes the Merchant's mobile phone with an app enabling the acceptance of Payment Cards.

#### Signature strip

A space at the back of Payment Cards dedicated for the Holder's signature. The signature must be done using an alcohol micro-marker or a blue or black ballpoint pen.

#### Agreement

An arrangement between ČSOB and the Account Owner, under which ČSOB undertakes to grant a Payment Card. The Agreement may also be part of another agreement based on which the Account shall be kept, or it may take the form of an amendment to such an agreement. The Contract may be entered into either in one paper or electronic document or via a proposal for entering into it (a request) and its separate acceptance.

#### Deposit Card

A Payment Card only for cash deposits in the designated ATM network in the Czech Republic and for deposits at Czech Post offices.

#### Price List

The relevant Fee Rate List sets the prices for individual services related to the Payment Card for individual client segments, i.e.:

ČSOB Rate List for Natural Persons,

ČSOB Rate List for Legal Entities and Natural Persons (entrepreneurs),

ČSOB Rate List for Corporate and Institutional Clients,

Price Lists are published at the Points of Sale and at www.csob.cz.

### Strong Verification

Two-factor authentication of the Cardholder according to the relevant provisions of the Act on Payments and the Commission Delegated Regulation (EU) 2018/389 of 27 November 2017 supplementing Directive (EU) 2015/2366 of the European Parliament and of the Council with regard to regulatory technical standards on strong client authentication and common and secure open communication standards. For Strong Authentication, ČSOB uses a Smart Key or e-PIN in combination with an SMS code sent to the Cardholder's phone number. ČSOB does not have to perform Strong Verification in cases specified by laws and regulations (e.g. if the transaction is assessed as low risk based on a transaction risk analysis, when paying for fares or parking, or for repeated transactions).

### ČSOB Group

ČSOB and entities forming a business grouping along with ČSOB-

You will find more details about the ČSOB Group at www.csob.cz/skupina.

#### **KBC Group**

The Company KBC Group NV, with its registered office at Havenlaan 2, B-1080 Brussels, Belgium, reg. no. 0403.227.515 and persons who form a business group with it.

### Smart Key

The ČSOB mobile application, which the Cardholder can activate on their mobile device and which, among other things, serves for Strong Verification when initiating a Payment Card transaction on the Internet by entering a password, facial recognition or fingerprint.

#### Account

A payment account denominated in Czech crowns or in selected foreign currencies or a basic payment account for natural persons – non-entrepreneurs maintained in Czech crowns.