

BUSINESS TERMS AND CONDITIONS FOR PAYMENT CARDS



EFFECTIVE AS OF 1 NOVEMBER 2019

Československá obchodní banka, a. s., Prague 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, File 46 (hereinafter the “**Bank**”), hereby issues in accordance with the Civil Code and the Payment Transactions Act the following Commercial Terms and Conditions for Payment Cards (hereinafter the “**Terms**”).

I. GENERAL PROVISIONS

1. Some of the terms used herein are explained in the section entitled “EXPLANATION OF CERTAIN TERMS”.
2. The Terms hereof are intended for clients of both of the Bank's brands, ČSOB and Poštovní spořitelna, and 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 providing and use of a Payment Card are governed by the laws of the Czech Republic.
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 or at www.postovnisporitelna.cz/karty (hereinafter the “**Brochure**”).
6. In relation to the Bank, the account owner shall be responsible for ensuring compliance with applicable legislation and for proper fulfilment of the contractually accepted obligations in relation to all Payment Cards provided 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 provided 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 withdrawal from the agreement is regarded as effective if sent to the Bank no later than on the last day of the deadline. If the Account holder withdraws from the Agreement, the Account holder is obligated to pay the Bank 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), in particular:
 - Non-cash payment for goods and/or services,
 - Cash withdrawals from the Account,
 - Cash deposits into the Account.

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

2. Payment Cards are provided for Accounts maintained by the Bank, based on an Agreement entered into with the account owner. Besides being provided to an account owner, a Payment Card may also be provided to an empowered representative (hereinafter “**Cardholder(s)**”).
3. The Payment Card shall be provided 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. Each Payment card is the Bank'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 provided is cancelled, or upon the Bank's request, the card must be returned to the Bank via one of its Business Locations.

Provision of a Payment Card

6. No one is legally entitled to be provided a Payment Card; the Bank shall inform the account owner if a decision is made to refuse to provide a Payment Card, but the Bank shall not specify the reasons for the refusal.
7. For a minor's account, only the minor and/or the minor's legal guardian may be the Cardholder; A Payment Card may only be provided to a person who has reached at least the age of 8.
8. A minor's legal guardian may apply for provision of a Payment Card and enter into the Agreement on the minor's behalf. The validity of the Payment Card shall not expire when the account owner reaches the age of maturity.
9. 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 provision of a Payment Card may only be requested at one of the Bank's business locations.
10. A deposit card may be provided only for a selected account denominated in CZK.

Payment Card limits and settings

11. The Payment Card has two separate limits:
 - For the Czech Postal Service intended for use at all Czech post offices,
 - For ATMs and merchants.The internet payments / MO/TO transactions are included in the limit for ATMs and merchants, however, the account owner may set a lower limit either in the Contract or subsequently following the procedure stipulated in the "Payment Card Changes" section.
12. The account owner may select the limit for all Payment Cards provided for the owner's Account within a defined range for the particular type of Payment Card. The Bank shall have the right to reduce the limit unilaterally, particularly in view of the length of account maintenance and proper fulfilment of obligations towards the Bank; the Bank shall inform the Cardholder of each such decision to reduce the limit.
13. Unless otherwise stated in the Agreement, payments via the internet /MO/TO transactions shall be permitted automatically when the Payment Card is first provided.
14. 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.
15. 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

16. The Payment Card is valid until the last day of the month specified on it (the expiration date). If the Bank 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, the Bank shall provide a new Payment Card automatically by the expiration date at the latest. If the new Payment Card is not provided, any agreed additional services (such as insurance) shall also expire by the expiration date.
17. A Cardholder may request early renewal of a Payment Card (for example, if its validity ends during the Cardholder's stay abroad).
18. The account owner may refuse automatic renewal or request early renewal of all Payment Cards provided for the owner's Account.
19. If a Payment Card is not used for a period lasting longer than 6 months (for a basic payment account 24 months) and because of this the Bank decides not to renew it, the Cardholder will not have to return it to the Bank.

Delivery of a Payment Card to its holder

20. 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. A change to the delivery arrangements for a Payment Card after the Agreement has been entered into may be made at one of the Bank's business locations or via electronic banking or by phone.
21. 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 the Bank promptly, in which case the Bank shall provide a new Payment Card and PIN and deliver it to the Cardholder in the originally agreed manner.
22. If the Cardholder does not take possession of the Payment card and PIN at the agreed business location within 70 days of its provision, the Bank shall cancel the card and destroy it along with the envelope with the PIN.
23. When a Payment Card is delivered by post, the Owner shall be required to ensure that the envelope cannot be breached, and if it is breached the Owner must inform the Bank promptly.
24. Upon delivery of the Payment Card, the Cardholder shall be informed about the selected parameters for its settings.
25. Upon the Payment Card renewal or replacement, the Cardholder is delivered the Payment Card in a way stipulated in the Contract for the original Payment Card, or in a way amended later on in line with this section.
26. The Cardholder will be required to sign the delivered Payment Card on the signature strip.

Activation of the payment card

27. The Bank will send the Payment Card to the Cardholder unactivated, and the Cardholder will be required to activate it. By activating the Payment Card, the Cardholder will confirm its physical receipt.
28. The Cardholder may not activate a payment card that he/she does not have in physical possession.
29. 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 or by submitting a balance inquiry) via an ATM in the Czech Republic or abroad; 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 handover at business location,
 - Via electronic banking service.

PIN

30. The Bank shall deliver a PIN to the Cardholder in the previously agreed manner (possible ways are: acceptance of a PIN from other Payment Card, electronic delivery when the PIN can be displayed via Internet banking, by post, by acceptance at a business location). 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 displaying of a PIN by the Cardholder in the Internet banking service, any potential prior agreement shall be changed so that its delivery in electronic form is arranged.
31. 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 the Bank promptly.
32. When the PIN is delivered, the Cardholder shall be required to check that the envelope 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 the Bank about any potential damage to the envelope with the PIN, so that the Bank can provide a new Payment Card and new PIN.
33. 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.
34. If the Cardholder forgets the PIN, it can be displayed via the Internet banking service, or the Bank may provide a new one upon request.

Card image

35. The Bank may provide a Payment Card to a Cardholder with its own design.
36. An image from the Bank's design shall serve for preparation of the design for the Payment Card, or an image can be used which the Cardholder has provided; the Cardholder shall be liable to the Bank for any potential damages that arise as a result of unauthorised use of a supplied image (particularly due to breaches of copyrights).
37. Confirmation of the design for the card image cannot be revoked. The submitted design proposal shall be subject to approval from the Bank, which will reserve 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.
38. The agreement on provision of a card image may be entered into within 30 calendar days from the approval of the Bank's proposed design.

Fees

39. The account owner is required to pay the Bank for the provision of the Payment Card and related services the fees specified in the Fee Rate List effective on the date of their settlement, even if the Payment Card is not taken into possession by the Cardholder; the Bank shall be entitled to debit these fees from the Account for which the Payment Card has been provided. 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

40. 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. A change to a Payment Card from Poštovní spořitelna at a Czech post office may be requested only via a specified form. The Bank shall pass decision on the submitted written request at the latest within 10 business days of its submission. If the Bank accepts the request, it will make the change. The Bank will inform the account owner in an appropriate manner if it does not accept the application.
41. If the Bank enables 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. 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 websites www.csob.cz and www.postovnisporitelna.cz.
42. If an application is submitted to change the limit for ATM withdrawals and purchases from Merchants, the change to the limit approved by the Bank will be implemented by the next business day at the latest.
43. A change of address for sending of the Payment Card and PIN in the event of its automatic renewal must be reported to the Bank at a business location no later than 6 weeks before the end of validity of the original Payment Card.
44. The Account Owner / Cardholder may request establishment/change/cancellation of additional services (such as insurance) under the terms thereof.
45. The Account Owner may request changes to the settings for an authorised user's Payment Card (including changes to supplementary services), and the Account Owner shall be required to inform the holder (authorised user) of such changes without undue delay.
46. The Bank shall be entitled to decide unilaterally (particularly for security, technical and business reasons) to cease provision/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, the Bank shall provide 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 provided for his/her account has not been used for a transaction that conflicts with legislation valid in the location where it takes place.
2. The Bank will not examine the authenticity of outgoing payments provided 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 provided is not overdrawn, and should it become overdrawn the Account Owner shall be liable to the Bank 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/kiosk via a Payment Card, and another Cardholder may be provided with this permission based on an Agreement.
5. The Bank reserves the right to prohibit certain types of payment transactions (particularly without the physical presence of a Payment Card, such as payments on the internet and MO/TO transactions) and may limit internet transactions only to those secured via the 3D Secure service.
6. The Cardholder may use a deposit card only to make cash deposits via designated ATMs with the ČSOB and/or Poštovní spořitelna logo, 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 case, the account owner shall be required to return the Payment Card to the Bank's business location; and the account owner 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 the Bank, the Bank shall permanently block it; in such case, the Bank 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. According to type, the Payment Card can be used for:
 - Non-cash transactions in the ATM network marked with the respective logo, including ATMs supporting contactless technology,
 - Issuance of outgoing payments via selected ATMs/kiosks,
 - Payments at points of sale and imprinters,
 - Withdrawal cash at currency exchange bureau counters and at other banks,
 - Non-cash payments at Merchants,
 - Payments on the internet at Merchants bearing the logo of the respective card association and equipped with necessary technology,
 - 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 for incoming payments via the Mastercard MoneySend and Visa Direct services,
 - Identification for purposes of providing the selected services by the Merchant (e.g. mass municipal transport tickets),
 - Transactions executed through an application or other form with securely stored Payment Card electronic data by input of a confirmation code (or other method of the holder's authentication) or without the confirmation code according to the terms and conditions of the particular application.
12. A condition for being able to receive cash back is non-cash payment for goods and/or services with a Payment Card in a minimum amount set by the Bank. The sum of non-cash payment and withdrawal of cash must not exceed the weekly ATM and merchant transaction limit for the Payment Card. The Bank may set the maximum amount of a cash withdrawal. The Bank cannot guarantee that the cash back service will function outside of the Czech Republic.
13. If during the use of a Payment Card an incorrect PIN is entered three consecutive times, the functionality for the transactions for which the PIN has been required will be cancelled automatically; the full functionality of the Payment Card will be renewed automatically on the following calendar day, or upon the moment when the PIN is displayed in the Internet banking.
14. If during a secure payment on the internet (3D Secure) an incorrect password is entered for three consecutive times, the functionality will be automatically blocked for security reasons for those transactions which require PIN; the full functionality of the Payment Card will be restored automatically usually within 24 hours.
15. If the Cardholder saved his data of its Payment Card with the Merchant (for purposes of executing a number of payment transactions), such data can be automatically updated in case of the Payment Card renewal or substitute Payment Card issue; such update should not affect validity of the originally give payment order and consent to execution of a number of payment transactions.

Using Payment Cards at Czech post offices

16. The function for the Czech Postal Service (hereinafter "Post Office Function") makes it possible depending on the type of Payment Card to carry out the following operations at terminals at Czech post offices:

- Cash deposits,
 - Cash withdrawals up to the limit for the Czech postal office,
 - Over-limit cash withdrawals, not exceeding the available balance in the Account),
 - Payment for services at Czech post offices,
 - Outgoing payments (the limit for the Czech postal service does not apply to outgoing payments), specifically:
 - An outgoing payment,
 - A guaranteed express outgoing payment.
17. Unless otherwise stated in the Agreement, the Function for the Czech Postal Service shall be permitted automatically upon initial provision of the Payment Card:
- Fully for a Payment Card for the account owner,
 - Except for over-limit cash withdrawals and outgoing payments for Payment Cards for another Cardholder. Over-limit cash withdrawals and issuance of outgoing payments will not be permitted for Cardholders under the age of 15. An account owner may permit/prohibit the Post Office Function for all Payment cards provided for the owner's account.
18. In the event of a malfunction or downtime of technical equipment and/or a natural disaster, over-limit cash withdrawal cannot be guaranteed.
19. 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.
20. 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 to the account via a Payment Card

21. The Bank will enable the Cardholder for selected types of Payment Cards to accept incoming payments to the account using Mastercard MoneySend and Visa Direct services; the Payment Card must be valid/unblocked and must have payments permitted for the Internet/MO/TO transactions.
22. The service can be used up to the amount of the limits defined for Mastercard MoneySend/Visa Direct, about which information can be provided at a business location or Client Centre of the Bank.
23. The Bank will check that incoming payments comply with legislation against money laundering and terrorist financing, and it reserves the right to take up to 6 business days to do this.
24. If the transaction currency differs from the Account currency, the Bank will convert the transaction at the ČSOB foreign exchange buy rate. For the conversion, it will use the exchange rate valid on the business day preceding the date when the incoming payment posts to the Account.

Authorisation of payment transactions

25. A Cardholder may provide consent for a payment transaction (or series thereof) provided via a Payment Card only in the following ways:
- Withdrawal/depositing of cash using an ATM and terminal and a business location and /or using the Post Office Function by entering a PIN,
 - Withdrawal of cash and non-cash transactions in a Merchant's facility by entering a PIN or signing (or a combination of both, depending on the type of card),
 - Entering the PIN for non-cash transactions at a business location,
 - A secure non-cash transaction on the internet (with 3D Secure) by entering the Payment Card number, its validity data, the CVC/CVV 3-digit security code of the card and the password for the particular transaction, which the Bank will send to the Cardholder in a text message to the mobile phone number on file for the account,
 - For other payments without the presence of the Payment Card (such as MO/TO transactions), by entering the Payment Card number, validity date and if necessary also the CVC/CVV three-digit security code,
 - for contactless payments by tapping the Payment Card to the POS terminal, either with or without entering the PIN,
 - During a transaction executed through an application or other form with securely stored Payment Card electronic data by input of a confirmation code or by other method of authentication of the holder via a mobile phone or other device (e.g. fingerprint or face recognition) or without entering the confirmation code according to the terms and conditions of the particular application or service.
26. An authorised payment transaction provided using a Payment Card cannot be retracted on the part of the Bank.
27. At the moment of authorisation, the Bank will be entitled to block the corresponding amount on the Account for which the Payment Card has been provided. If the transaction documents are not submitted to the Bank by the deadline in accordance with the card association rules, the Bank 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.
28. If the account owner/card holder has arranged for the internet banking services, he/she may ask the Bank to send informative text messages about transaction authorisation and the respective amounts; whereas for transactions conducted abroad, this information about the amount has only an informative character.

IV. PAYMENT CARD SECURITY

Ensuring security of the Payment Card and PIN

1. The Account Owner / Cardholder is required to adopt all measures necessary to protect the Payment Card from damage, loss, theft or misuse and to protect the PIN from its disclosure to a third party, and in particular is required:
 - To ensure that the envelope with the delivered Payment Card/PIN has not been tampered with, and to inform the Bank immediately if it has been breached,
 - 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 guessable number as the PIN,
 - 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 (including a Merchant) with any Payment Card details, if payments on the Internet (and/or MO/TO transactions) are prohibited,
 - 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 1x daily, 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 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),
 - To refrain from sharing the PIN with anyone, including family members,
 - To prevent observation of the PIN 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 cash deposit or 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, the Bank and the Czech Police must promptly be informed.
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.

Payment Card loss/theft/misuse

3. Suspicion of the loss, theft or misuse of a Payment Card or revelation of the PIN to a third party must be reported by the Account Owner / Cardholder to the Bank immediately after the owner/Cardholder becomes aware of such situation or could have become aware of it, by phoning:
 - **+420 495 800 111** for **ČSOB** Cardholders,
 - **+420 495 800 121** for **Poštovní spořitelna** Cardholders.Such reporting may also be done by a third party.
Suspicion of theft and/or misuse of a Payment Card must also be reported to the Czech Police.
4. Based on receiving such a report, the Bank shall block the Payment Card as follows:
 - The functions for ATMs and merchants immediately,
 - The Post Office Function as follows:
 - The over-limit withdrawal of cash within 45 minutes,
 - Other functions, which could lead to a change in the account balance:
 - In the event of a notification by 3 p.m. at the latest at the start of the business day following the notification,
 - In the event of a notification after 3 p.m. at the latest at the start of the 2nd business day following the notification.
5. If the Account Owner / Cardholder so requests within 1 month of the notification about the loss/theft/misuse of a Payment Card, the Bank will usually provide 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 lapse of this period, the new Payment Card may be provided based on a new Agreement.
6. If the Account Owner / Cardholder after having notified of its loss/theft gets the Payment Card back, the owner/Cardholder shall be required to surrender it to the Bank.
7. The aforementioned obligations aimed at protecting the Payment Card, including the obligatory steps in the event of its loss/theft/misuse, shall also apply reasonably to a mobile phone (or similar devices) and its SIM card, if it is used as a virtual Payment Card (such as with the NaNákupy mobile wallet application).
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. An account owner is entitled to request temporary or permanent blocking of all Payment Cards provided 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 for Poštovní spořitelna cards,
 - Immediately in the event of a request for blocking via electronic banking service, a ČSOB branch or a financial centre.
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 Bank's decision

12. The Bank 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. The Bank shall be entitled to confiscate a permanently blocked Payment Card upon an attempt to use it; the Bank shall inform the Cardholder in an appropriate manner whenever a card is confiscated.
14. As soon as the reasons for temporary blocking of a Payment Card cease to apply, the Bank will cancel the blocking or provide a new Payment Card to the Cardholder with a different number and a new PIN, without a fee. The Payment Card will become fully active no later than on the 3rd business day after the day on which its blocking is cancelled.

V. TRANSACTION SETTLEMENT AND CLAIMS

General provisions

1. A transaction with a Payment Card (except for outgoing payments issued within the Post Office Function and outgoing payments made at selected ATMs and Kiosks) will be settled by the Bank no later than after the acceptance of a payment order, upon receipt of a billing report about its entry from the respective payment transaction processing party. If the payment order is received on a day when the Bank is not open to the general public, the payment order will be considered received at the beginning of the next working day of the Bank.
2. The account owner is required to immediately and continuously check the accuracy of settlement information for purposes of timely lodging of eventual claim, however, at least once a month.
3. Settlement of payment transactions will take place based on data that the data processing party receives from the respective card association. Payment transactions are accounted for separately, with identification of the Payment Card, the amount, the currency, the date and the place of the payment transaction.

Exchange operations

4. When a payment transaction is accounted for in a foreign currency, it will be converted to an account denominated in CZK using the ČSOB sell foreign exchange rate. If the transaction currency is not on the Bank's exchange list the Bank will convert it to CZK at the rate provided by the card association in USD. For settlement of a payment transaction in a foreign currency to an account denominated in a foreign currency different from the transaction currency, the Bank will perform a conversion first to CZK using the sell rate and then to the currency of the account using the ČSOB buy rate. For the conversion, it will use the exchange rate valid on the business day preceding the date when the payment is settled. The exchange rate list is available at www.csob.cz and www.postovnisporitelna.cz and at ČSOB branches and financial centres. The same rules shall also apply for conversion of fees.

Settlement of transactions in foreign currency

5. 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 arise:
 - Between the transaction performance date and its settlement date,
 - Based on conversion of an amount to the settlement currency and subsequently to the Account currency.
6. The amount blocked in the Account at the moment of authorisation of the transaction is only informative. The cleared amount may differ for the reasons stated above. If a merchant or another bank initiates an incoming payment to an Account (such as a refund due to a complaint), the Bank shall not be liable for any discrepancy between the original and the incoming payment transaction caused by a foreign exchange rate difference.
7. If when a payment transaction is performed 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

8. Any discrepancies in billing shall be notified by the Account Owner / Cardholder to the Bank in form of a claim without undue delay after he/she learns about it. A written statement of the Cardholder of the disputable transaction shall be attached to the claim (except for the claim concerning drawing cash from ATM, whereas in such case, notification shall be sufficient to be made by phone to the telephone numbers specified in the Payment Card Loss, Theft or Misuse section or to telephone number 800 300 300 for the ČSOB clients and 800 210 210 for the Poštovní spořitelna clients).
9. 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

(ATM, POS) and the original or a merchant-certified copy of the confirmation of performance of the transaction.

10. 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 improperly processed payment transaction, promptly upon discovery by the Account Owner/Cardholder, but no later than within 13 months of its settlement,
 - In other cases without undue delay as of the claimed event occurrence.
11. The claim procedure duration conducted by the card associations shall respect the periods stipulated by the respective card association and may extend to 120 days as of the claim submission.
12. The account owner at the Bank's request and by defined deadlines shall 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, the Bank shall be entitled to halt the claim resolution process.
13. If the Bank finds after evaluation that an allegedly unauthorised payment transaction was in fact authorised, the complaint will be rejected.
14. If in connection with a payment transaction which is the subject of a claim there is a suspicion of misuse of the Payment Card, and if it is possible in view of the circumstances of the case, the Account Owner / Cardholder shall be required to ensure the surrender to the Bank of the Payment Card which was used for the transaction.
15. The Bank shall provide the Account Owner / Cardholder with a response to the claim within 15 business days from the date of receipt; if due to reason beyond the Bank's control the Bank is unable to issue a response to the claim by the agreed deadline, it shall inform the party who filed the claim that a response will be provided no later than within 35 business days from the date of its receipt.
16. The account owner shall be required to notify the Bank without undue delay when the claimed amount is received back from the merchant.
17. For an unjustified claim, the Bank shall be entitled to bill the account owner a fee equal to actually incurred costs.
18. In the event of an unsuccessful claim, the Account Owner / Cardholder who submitted the claim may contact the ČSOB Ombudsman:
 - By sending a letter to Československá obchodní banka, a. s., Ombudsman ČSOB, Radlická 333/150, 150 57 Prague 5,
 - By sending an email to ombudsman@csob.cz,
 - Via the web form available at www.csob.cz and www.postovnisporitelna.cz.
19. Additional rules for claim processing are defined by the Claim Rules of ČSOB, which can be viewed at www.csob.cz and www.postovnisporitelna.cz.

VI. LIABILITY FOR UNAUTHORISED TRANSACTIONS

1. No later than by the end of the next business day as of learning about the unauthorized payment transaction, the Bank shall put the Account which the payment transaction was debited to in a state it would be in if the unauthorized transaction did not occur. Should it be impossible, it shall return such amount along with eventual fees and lost interest to the Account Owner by a transfer to other designated account or, as the case may be, in other agreed manner. The Bank shall fulfil the above-mentioned obligation to the extent to which it is responsible for the loss occurred as a result of the unauthorized transaction. The aforementioned period shall not begin running if the Bank has a reason to believe that the Account Owner / Cardholder has acted fraudulently, and such incidents will be reported to the 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 card or misuse of a card, except in cases when 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 card has occurred as a result of the Bank's conduct;
 - In full, if it has occurred as a result of fraudulent acting by the account owner/Cardholder, or by the Account Owner / Cardholder intentionally or through gross negligence having breached the requirement to use the card only in accordance with the Agreement and to protect it from loss/theft/misuse and to report such loss/theft/misuse to the Bank 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 card to the Bank, or
 - If the Bank has not secured suitable resources for such notification, or
 - If the Bank has not required strong verification of the Cardholder in situations when required by law.
3. For conversion of the loss from the unauthorised payment transaction borne by the account owner, the Bank will use the Czech National Bank's exchange rate valid by the respective date.
4. If the Bank 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, the Bank may write off the amount in the scope in which the owner was not entitled to the refund, from any of the account owner's accounts maintained by the Bank, even without being required first to obtain the owner's permission for the writing off.

VII. FINAL PROVISIONS

Communication

1. Unless otherwise agreed between the parties, the rules of communication between the Bank and the Account Owner / Cardholder shall be governed by the Commercial Terms and Conditions for Accounts and Payments.
2. The account owner shall be required to notify the Bank without undue delay of any changes in information regarding the owner and/or any other Cardholders under the account (particularly addresses of permanent residence and phone numbers), specifically:
 - In writing via a business location,
 - Via electronic banking service,
 - By phone (if enabled by the Bank).

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 the Bank promptly of the loss or theft of an identity document.
4. An adult Cardholder who is a consumer may request a mass change of mailing address for all companies of the ČSOB Group with which the Cardholder has a contractual relationship, on the respective form. The change of mailing address shall be made within the Bank by the 5th business day following acceptance of the request by the Bank and for other companies of the ČSOB Group in accordance with the terms and conditions of those companies.

Exclusion of the Bank's liability

5. The Bank shall not be liable to the Account Owner / Cardholder for:
 - Non-acceptance of a Payment Card from 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 the Bank,
 - As a result of failure to comply with one of the obligations of the account holder / Cardholder agreed upon in the Article entitled "Payment Card Security",
 - Temporary/permanent blocking of a Payment Card at the account owner/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. The Bank is authorised to propose to the account owner a change to these Terms, the Agreement and the respective fee Rate List (in the scope in which it defines fees for a Payment Card and services in relation thereto). If the account owner is a consumer, the Bank shall post the draft amendment within the premises of its branches and at www.csob.cz or www.postovnisporitelna.cz, at the latest 2 months before the anticipated effective date of the amendment (where appropriate with regard to the magnitude of the amendment). During the same period the Bank shall send the draft change to the account owner either as a hardcopy along with the account statement or via internet banking or e-mail. If the draft change is sent via internet banking, the Bank shall notify the account owner of the draft change having been saved in internet banking by an information e-mail or, as the case may be, in a text message. If the account owner is a natural person - entrepreneur or legal person, the Bank shall post the information on the proposed changes at www.csob.cz at least one month prior to the proposed coming into effect, of which the Bank informs the account owner by a message sent to their Internet banking, by the account statement, by a letter, by e-mail, or by a data message. Unless the account owner refuses the change before its proposed effective date, the owner shall be deemed to have accepted it; otherwise, the owner may terminate the Agreement with immediate effect free of charge. If the Agreement is included in a single document together with other contracts (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 the Bank 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 Bank's seat).

The Bank shall generally inform the account owner of such changes in advance via internet banking, by posting the related information at www.csob.cz or www.postovnisporitelna.cz or by sending the account statement, or by e-mail. The account owner may become familiar with such change also at branches of ČSOB and in financial centres.

Ending of Payment Card Agreement

8. The parties may terminate the Agreement in writing. The notice period for termination initiated by the Account owner will be one (1) month beginning on the next day after the notice is delivered to Bank. The notice period for termination initiated by the Bank will be two months beginning the first day of the calendar month after that in which the termination notice is delivered.
9. If the event of termination, the Account Owner shall be obligated to return to the Bank all payment cards provided for the account no later than:
 - By the 1st day of the notice period, if the contract has been terminated by the Account Owner,
 - Within 14 business days following the delivery of the termination notice, providing that the Bank terminated the relationship with the client.In such case the Bank shall be entitled to block the Payment Card(s).
10. The Bank shall be entitled to withdraw from the Agreement due to serious breaches by the Account Owner / Cardholder or if its duration and performance of obligations arising therefrom becomes inconsistent with the statutory regulations or internal policy of ČSOB or the KBC Group.
11. Regardless of whether the Agreement is included in the agreement on maintenance of the account with the bank or whether it has the form of an amendment to an account 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 maintenance agreement as well, the termination shall apply only to this Agreement, and the account agreement shall remain in effect. Upon termination of the account maintenance agreement, this Agreement shall also lose validity.
12. This Agreement shall also end if no active Payment Card exists that has been provided (renewed) on its basis, following the lapse of 1 month from:
 - Expiration of the last Payment Card provided (renewed) based on the Agreement
 - Reporting of the loss/theft/misuse of a Payment Card, prompting the Bank to block the card, if the Account Owner has not requested a replacement Payment Card within such period
 - Cancellation of a Payment Card at the Account Owner's request, if the Account Owner has not requested the provision of a new Payment Card within such period.If the Agreement is included in another agreement (i.e. about having an account) it is terminated only in the range modifying the provision of the payment card.
13. Upon the end of this Agreement, additional services will also expire (such as insurance).

Handover of information

14. The Account Owner also agrees that the Bank will provide the Mastercard® and Visa® associations with information about Payment Cards provided for his/her Account (e.g. number of the Payment Card, validity, etc.).
15. If the Account Owner is an obliged entity as defined by the Contract Registry Act and a need arises for the publication of the present Agreement in the Contract Registry, the Account Owner shall be required at the Account Owner's own expense to ensure proper publication of the present Agreement in the Contract Registry without undue delay after entering into the Present Agreement, in the scope decided on with the bank, including any potential amendments and/or related documents. The Account Owner shall publish the present Agreement in the format RS (contract name) PS71.

Supervisory body

16. The Bank's activities are supervised by the Czech National Bank, which has its registered office at Na Příkopě 28, 115 03 Prague 1, www.cnb.cz.

Out-of-court dispute resolution

17. 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

18. The Terms and Conditions come into force on 1 November 2019 and replace the "Business Terms and Conditions for Payment Cards" of 1 July 2019.

VIII. CLARIFICATION OF CERTAIN TERMS

Contactless Payment

Payment at a Merchant on a POS terminal supporting contactless technology VisapayWave® or Mastercard® PayPass 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.

Contactless Payment Sticker

A special form of Payment Card for contactless cashless payments for goods and services at POS and contactless ATMs.

Booklet

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

Cash Back

Cash withdrawals at cash registers of businesses that provide this service. Cash Back can be received if a non-cash payment is made of the amount set by the Bank. 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 the Bank (such as insurance coverage).

Cardholder

The account owner or authorised user whom the Bank has provided (or intends to provide) with a Payment Card.

Internet banking service

This service enables to control the account via Internet. The bank provides the Internet banking service (including smartbanking) as a part of the electronic banking services, further including telephone banking in addition to the Internet banking services. Whenever the electronic banking service/services term is used in these Terms and Conditions, it means both Internet banking and telephone banking services.

Kiosk

A technical device operated by the Bank, which after a Payment Card is inserted into or tapped to it and a PIN is entered, certain non-cash transactions can be conducted.

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 the Bank has established and maintains an Account on the basis of a signed agreement.

Mastercard MoneySend and Visa Direct

Financial transfers between two persons when the beneficiary is 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 and Pre-contract Information and Conditions and Terms of the Postal Savings Bank for Accounts and Payments – natural persons – non-entrepreneurs; Pre-contract Information and Conditions and Terms for Accounts and Payments for Legal Entities and Entrepreneurial Natural Persons and Pre-contract Information and Conditions and Terms for Accounts and Payments of the Postal Savings Bank for Legal Entities and Entrepreneurial Natural Persons – Entrepreneurs for Legal Entities (excluding the corporate segment) and Natural Persons – Entrepreneurs; and Business Terms and Conditions for Accounts and Payments for corporations and institutions for the Corporate Segment.

Merchant

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

Business locations

The business locations for the ČSOB Card Holders are the branches of ČSOB, the business locations for the Poštovní spořitelna Card Holders are the Financial Centres, post offices operated by the Czech Postal Service, and the branches of ČSOB.

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 provided that the Cardholder uses to authenticate payment transactions made by a Payment Card. The PIN may be delivered in paper or electronic form.

Payment Card

An international plastic means of payment 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. A special type of Payment Card is a contactless payment sticker or another type with card electronic data securely stored on a Payment Card, including virtual Payment Card (e.g. Payment Card in the NaNákupy mobile wallet). 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 a client'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.

Signature Strip

The graphically defined area on the back of the Payment Card for the Cardholder's signature. It must be signed with a blue or black micro fix or ball point pen.

POS (Point-of-Sale)

An electronic cash register terminal 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.

Contract

A written arrangement between the Bank and the Account Owner, enabling the Bank to provide a Payment Card. The Contract, or Agreement, may also be part of another contract or agreement based on which an account is maintained, or it may take the form of an amendment thereto. 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 ATM network with the ČSOB/Postal Savings Bank/Era logo in the Czech Republic and for deposits at Czech post offices.

Price List

The relevant Rate List for fees sets the prices for individual services related to the Payment Card for both business brands of the Bank and individual client segments, i.e.:

The ČSOB Fee Rate List for natural persons

The ČSOB Fee Rate List for legal entities and natural persons (entrepreneurs)

ČSOB Fee Rate List for corporate and institutional clientèle.

Fee Rate List for Poštovní spořitelna.

The Rate Lists are posted at business locations and at www.csob.cz and www.postovnisporitelna.cz.

ČSOB Group

ČSOB and entities of the ČSOB Group, in particular:

Hypoteční banka, a. s., based at Radlická 333/150, 150 57 Prague 5, Company registration No. 13584324,

Českomoravská stavební spořitelna, a. s., based at Vinohradská 3218/169,100 17, Prague 10, Company registration No. 49241397,

ČSOB Pojišťovna, a. s., a member of the ČSOB Holding, based at Masarykovo náměstí 1458, 532 18, Pardubice – Zelené Předměstí, Company registration No. 45534306,

ČSOB Penzijní společnost, a. s., a member of the ČSOB Group, based at Radlická 333/150, 150 57 Prague 5, Company registration No. 61859265,

ČSOB Asset Management, a. s., an investment company, based at Radlická 333/150, 150 57 Prague 5, Company registration No. 25677888,

ČSOB Factoring, a. s., based at Benešovská čp. 2538/č.o. 40, 101 00, Prague 10 – Vinohrady, Company registration No. 45794278,

ČSOB Leasing, a. s., based at Na Pankráci 60/310, 140 00, Prague 4, Company registration No. 63998980,

ČSOB Leasing pojišťovací makléř, s. r. o., based at Na Pankráci 60/310, 140 00, Prague 4, Company registration No. 27151221,

ČSOB Pojišťovací servis, s. r. o., a member of the ČSOB Holding, based at Masarykovo náměstí 1458, 532 18, Pardubice - Zelené Předměstí, Company registration No. 27479714,

Patria Online, a. s., based at Jungmannova 24, 110 00, Prague 1, Company registration No. 61859273,

Patria Finance, a. s., based at Jungmannova 24, 110 00, Prague 1, Company registration No. 26455064,

Patria Corporate Finance, a. s., based at Jungmannova 24, 110 00, Prague 1, Company registration No. 25671413, and

ČSOB Advisory, a. s., based at Radlická 333/150, 150 57 Prague 5, Company registration No. 27081907.

More detailed information about the ČSOB Group are provided at www.csob.cz/skupina.

KBC Group

KBC Group NV, based at Havenlaan 2, B-1080 Brussels, Belgium, registration No. 0403.227.515, and entities of the Group.

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.

3D Secure

A service for more secure payments with a Payment Card on the internet. Each payment at a Merchant is confirmed by a password sent to the mobile phone number agreed upon with the Cardholder.