



SBERBANK

Business Terms and Conditions for Issuance and Use of Contactless Debit Cards

Effective as of 1 April 2022 ~~1 January 2021~~

BUSINESS TERMS AND CONDITIONS FOR THE ISSUANCE AND USE OF CONTACTLESS DEBIT CARDS

Part I Introductory Provisions

- (1) These Business Terms and Conditions for the Issuance and Use of Contactless Debit Cards (the '**Terms and Conditions**') define mutual rights and obligations based on an Agreement between Sberbank CZ a.s., Reg. No: 25083325, a bank registered in the Business Register at the Municipal Court in Prague, with File Ref. B 4353 (the '**Bank**'), and each client (the '**Client**') of the Bank with regard to the issuance and use of the contactless Debit Cards.

Part II Basic Terms

- (1) Wherever capitalised terms are used herein that have not been specifically defined herein, they shall have the meanings as defined in Part Three/Clause I – Terms and Definitions used in the General Business Terms and Conditions. Unless the context hereof implies otherwise, the terms specified herein shall have the following meanings for the purposes hereof:

Debit Card Activation – the act of activating the Payment Card upon its receipt by the Cardholder, which is done by performing any action with the Debit Card at the ATM or at a payment terminal during which the correct PIN is entered (payment Transaction, balance inquiry, etc.).

Association – a card issuers' association, in particular VISA or MasterCard.

Transaction Authorisation – consent to the completion of the Transaction, which the Client may grant in the following manner:

- a) For the Transactions via the ATMs, the Client grants consent with the Transaction involving the entry of the PIN on an ATM keypad.
- b) During a secure payment for goods and/or services at points of sale via a cash register terminal or imprinter and during the Cash Withdrawal at bank branches and/or currency exchange offices, the Client grants consent to the Transaction by entering the PIN or tapping the contactless Debit Card on a contactless payment terminal or the ATM, if the PIN is not also required in accordance herewith and/or if the Client's written signature is not required, which must match the signature on the Signature Pad on the card (and/or a combination of these methods).
- c) Upon payment for goods and/or services without the physical presence of the Debit Card, the Client grants consent to the Transaction by entering the Debit Card number, the Debit Card expiration date, and/or the Security Code or the Client's full name as shown on the Debit Card and/or the entry of the 3D Secure Code.

The Transactions not authorised in the manners specified above may be considered unauthorised. The Transaction that the Client has authorised cannot be revoked.

Bank – Sberbank CZ a.s., a bank with its seat at U Trezorky 921/2, 158 00 Prague 5 – Jinonice, Reg. No: 25083325, registered in the Business Register at the Municipal Court in Prague under File Ref. B 4353.

ATM – an abbreviation for 'automated teller machine', a bank machine enabling the Cash Withdrawal / cash deposit via a card; if the ATM also offers other services, the Client may use these as well.

Non-Cash Payment for Goods and/or Services – a non-cash payment for goods and/or services at points of sale via a cash register terminal or imprinter, at the ATM, or payment for goods and/or services without the Payment Card being present (as defined further herein).

Contactless Card – the Payment Card **is a card** supporting the contactless chip technology PayPass or PayWave.

Contactless Payment – the Transaction performed with the Contactless Card by tapping the Contactless Card on a payment terminal that supports contactless technology.

Security Code – CVV2 (Card Verification Value) or CVC2 (Card Verification Code) is the three digits pre-printed on or next to the Signature Pad on the back of the Payment Card.

Current Account – a bank account held by the Account Owner which is defined in the Agreement for which the Debit Card has been issued.

Security phone number – a telephone number that is specified in an agreement and registered by the Client at the Bank. The Client can change their security phone number at a Bank point of sale or via internet banking after meeting the conditions. If the security phone number is already registered to another client of the Bank for this purpose, the security phone number may be removed from the old client and assigned to the new Client at a Bank point of sale once the security phone number has been verified by an employee of the Bank.

Cash Back – a service that enables the Cash Withdrawal at a point of sale at the time when a non-cash payment is made with a card.

Total Transaction Limit – the maximum permitted sum of all the Cash Withdrawals and the Non-Cash Payments for Goods and/or Services that the Client can perform with the Payment Card during the single specified Calendar Period for Transaction Limits agreed upon in the Agreement. The Total Transaction Limit corresponds to the greater of the amounts agreed upon as the Cash Withdrawal Limit or the Limit for Non-Cash Payment for Goods and/or Services.

Debit Card – a means of electronic payment issued by the Bank enabling the cash and non-cash payment Transactions debiting or crediting the Account Owner's Current Account. The Debit Card Transactions may be realised up to the maximum amount of the Account Owner's available balance in their Current Account. The Debit Card contains identification and security details enabling identification of the Cardholder by the Debit Card issuer. The Debit Card contains its own number, the Cardholder's full name, the expiration date, a strip on the back of the Debit Card for the card holder's signature (the 'Signature Pad') and security features (such as an image and magnetic data, the CVV2 (Card Verification Value) and CVC2 (Card Verification Code) – a three-digit Security Code found on the Signature Pad. **A debit card is also a payment card.**

Temporary Blocking – a measure temporarily restricting the ability to perform payment transactions via the Debit Card in accordance with the terms of the Agreement and the terms hereof.

Optional Additional Services – additional services that the Client may choose for the Debit Card. Such Additional Optional Services shall be governed by the separate General Insurance Terms and Conditions. Detailed information

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about the scope and terms of provision of the Optional Additional Services may be provided to the Client at any of the Bank's Points of Sale, on the Bank's website www.sberbank.cz, or in the General Insurance Terms and Conditions for the specific Optional Additional Services. The Optional Additional Services shall be governed by the Bank's most recent offering.

Cardholder – an individual who uses the Debit Card based on an Agreement; such an individual is either the Client or a person authorised by the Client to transact with the Client's deposited funds using the Debit Card. If the Client is the Cardholder, then all provisions that apply to the Cardholder shall apply in an equal extent to the Client.

Dynamic Currency Conversion – a service that enables the Client to select the currency for the Debit Card Transaction.

Internet Payment – the Non-Cash Payment for Goods and/or Services via the internet without the card being present on the merchant's side.

Calendar Period for Transaction Limits – the limits for the Debit Cards are agreed upon as daily limits. The individual Calendar Periods for Transaction Limits shall always begin when the first day of the new Calendar Period for Transaction Limits begins at the stroke of midnight CET.

Client – the Cardholder or the Account Owner.

Cash Withdrawal Limit – also referred to as the ATM Limit, is the maximum allowed sum of all the Cash Withdrawals during the specified Calendar Period for Transaction Limits as agreed upon in the Agreement. This limit may be set to 0 in order to prevent any such Transactions from being performed. In the case of offline equipment, the Bank shall not be liable for resulting debits.

Limit for Non-Cash Payment for Goods and/or Services – also referred to as the POS Limit, it is the maximum allowed sum of all the Non-Cash Payments for Goods and/or Services during the specified Calendar Period for Transaction Limits as agreed upon in the Agreement. This limit may be set to 0 in order to prevent any such Transactions from being performed. In the case of offline equipment, the Bank shall not be liable for resulting debits.

Limit for Internet Payments – the amount defined as the maximum sum of all the Internet Payments for the single specified Calendar Period for Transaction Limits as agreed upon in the Agreement. This limit is part of the Limit for Non-Cash Payment for Goods and/or Services, and its use also involves the use of the Limit for Non-Cash Payment for Goods and/or Services. This limit may be set to 0 in order to prevent any such Transactions from being performed. In the case of offline equipment, the Bank shall not be liable for resulting debits.

Limit for Card-Not-Present Payments – also referred to as the MO/TO Limit, it is the maximum allowed sum of all Card-Not-Present Payments for Goods and/or Services during the specified Calendar Period for Transaction Limits as agreed upon in the Agreement. The MO/TO limit is part of the Limit for Non-Cash Transactions, and its use also involves the use of the Limit for Non-Cash Payment for Goods and/or Services. This limit may be set to 0 in order to prevent any such Transactions from being performed. In the case of offline equipment, the Bank shall not be liable for resulting debits.

Account Owner – an individual or organisation for whom the Bank maintains the Current Account for which the Debit Card is issued.

Card Carrier – a written document sent to the applicant with which the card is handed over and which contains practical instructions for card activation, a phone number for card blocking, etc.

Renewed Card – a new card issued after the previous card has expired.

PayPass (by MasterCard) / **PayWave** (by Visa) – a contactless chip technology that enables Contactless Payments at payment terminals supporting such technology. The Transaction and its authorisation shall occur when the card is tapped sufficiently close to the Contactless Payment terminal. Entering the PIN is not necessary for the Contactless Payments that are lower than the limit set by the Bank. The PayPass/PayWave limit has been set at a maximum of CZK 500 per the Transaction within the Czech Republic. For the Transaction greater than CZK 500, the Cardholder will be required to enter the PIN. In other countries, the limit may differ depending on the rules valid in the particular country. The Bank is authorised to change this limit unilaterally and shall inform the Cardholder regarding such changes of limit accordingly.

PIN (Personal Identification Number) – a personalised security feature which is a four-digit code set by the Bank and assigned to each Debit Card in order to identify the Client and prove the Client's authorisation to conduct the payment Transactions while using the Payment Card. The PIN may be changed by the Client via the ATM that enables this service. Such changes can be made at the latest 40 (forty) calendar days before the end of the Debit Card validity.

Card-Not-Present Payment – the Non-Cash Payment for Goods and/or Services without the card being present on the merchant's side. These include payments on the internet when the card number is entered into a website along with the expiration date, CVV/CVC code, and, for trusted merchants, also the Security Code that the Bank sends to the Cardholder's mobile phone, or MO/TO payments when the card number, expiration date and CVV/CVC code are entered.

Framework agreement – an agreement on the provision of banking products and services, particularly current accounts or savings accounts and related products.

Agreement – a separate agreement on the issuance and use of an electronic payment instrument or a relevant part of the Master Agreement for Banking Products and Services, an integral part of which are the Terms, the General Business Terms and Conditions, the Payments Terms and Conditions, the List of Fees, and the terms and conditions of any Optional Additional Services.

Static Password – a secondary code designed to secure the Internet Payments through 3D Secure, which the Client receives by text message following card activation. The code is unique and cannot be changed. If lost, it must be regenerated.

Transaction – the Cash Withdrawal or the Non-Cash Payment for Goods and/or Services using the Debit Card.

Transaction Limits – the Cash Withdrawal Limit, the Limit for Non-Cash Payment for Goods and/or Services, the Limit for Card-Not-Present Payments, the Limit for Internet

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Payments, the Total Transaction Limit. The amounts of the Transaction Limits have been agreed upon in the Agreement.

Permanent Blocking – a measure taken to permanently restrict the ability to conduct the payment Transactions using the Debit Card.

Cash Withdrawal – a withdrawal from the ATM, withdrawal of the Cash Back, or withdrawal from any Bank counter supporting this service (cash advance).

3D Secure – a security layer for the online Transactions.

3D Secure Code – an additional authorisation code for the **Internet Payments**, which the Client receives by text message sent to a mobile phone. All the internet Transactions supporting 3D Secure are labelled with one of the business logos of MasterCard Identity Check or Verify by Visa.

- (2) If any terms are used in the Agreement other than those specified in paragraph (1) of this part, then in the entire Agreement they shall have the meanings defined in the respective provisions of the Agreement.

Part III Basic Provisions

- (1) The Debit Card Agreement shall be considered entered into when it is signed by all parties, specifically the Bank, the Account Owner, and, in situations defined by the Bank, also the Cardholder (if the Cardholder is someone other than the Account Owner). If the Cardholder is a party to the Debit Card Agreement, then the Cardholder shall sign the Agreement to authorise the Account Owner to receive all written documents sent to the Account Owner by the Bank based on the Agreement. If the Debit Card Agreement is entered into electronically via the Direct Banking Product (as defined in the General Business Terms and Conditions), the Debit Card Agreement shall be considered entered into when the Bank accepts the request for issuance of the new Debit Card (which is an offer from the Account Owner to enter into the Debit Card Agreement) sent to the Bank via the Direct Banking Product.
- (2) By entering into the Agreement, the Bank undertakes under the further defined terms and conditions to issue the Debit Card to the Cardholder and to enable the Cardholder to use it, and the Client and the Cardholder shall be obliged to fulfil the terms and conditions of the Agreement.
- (3) If the provision of the Optional Additional Services is required in the Agreement, then upon the parties' entry into the Agreement, such Optional Additional Services shall also be considered arranged, in accordance with the relevant terms and conditions of the particular Optional Additional Service provided to the Client and the Cardholder no later than when the Agreement is signed.
- (4) Following receipt of the Debit Card, the Cardholder shall be authorised for the duration of its validity to use it, but the Payment Card shall remain the exclusive property of the Bank and shall be non-transferable, meaning that only the Client and/or the Cardholder specified on the Debit Card shall be authorised to use it. Unless otherwise stipulated, the Cardholder shall be required to return the Payment Card to the Bank within 15 (fifteen) days after the end of validity of the Payment Card. Any return of the Payment Card to the Bank in accordance with the Agreement must

be performed in the form of its handover at any of the Bank's Points of Sale.

- (5) Unless otherwise arranged, the Agreement may be changed only if such changes are agreed upon in writing by the contracting parties. The Transaction Limits may be changed without the need for the Cardholder's consent if the Cardholder is not the Account Owner.
- (6) The Debit Card shall be provided by the Bank for a definite period of validity, which is indicated on the Debit Card. Unless otherwise specified, validity of the Debit Card shall expire:
 - a) upon the lapse of the last day of the month and year indicated on the Debit Card,
 - b) upon expiration of the Agreement;
 - c) when the Debit Card is returned to the Bank; or
 - d) when the Debit Card is permanently blocked.
- (7) **The Client acknowledges their awareness of the value of fulfilment provided to the Client by the Bank in accordance with the Agreement and hereby waives any right to require the cancellation of the Agreement or its restoration to its original wording.**
- (8) The Bank, as the data controller, is authorised to enter into an agreement with a data processor (the 'Service Provider') in accordance with the provisions of Article 28 of Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the 'GDPR') and to provide personal data to third parties who are data processors and/or ensure the provision of services constituting an integral and/or optional part of the Debit Card issuance in accordance with the provisions of Act No. 21/1992 Coll., on banks, as amended, and the GDPR.
- (9) **The Bank is authorised to decide unilaterally (in particular for security, operating, commercial, or other legitimate reasons) to take the following actions:**
 - a) **to terminate the issuance and/or use of a certain type of the Debit Card and/or the Optional Additional Services and to replace them with new services;**
 - b) **to amend the functionality of the Debit Card and to change the scope of the provided Optional Additional Services;**
 - c) **to transition from a certain type of the Debit Card and/or the Optional Additional Services to another and to automatically define the Debit Card parameters; and**
 - d) **to change the Debit Card distribution method.**

The Client shall be informed in an appropriate manner by the Bank at least 2 (two) months before any such planned changes are to take effect, and this notification shall include notice of the opportunity and means to reject such changes. Unless the Client expresses disagreement with the specified changes, the Bank shall assume that the Client agrees with them and that the Client has also familiarised the Cardholder with them (if the Client is not also the Cardholder). By activating the Debit Card, the Client expresses agreement with the settlement of the performed Transactions via debit from the Current Account for which the Debit Card has been issued.

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- (10) **The Bank is authorised to reassign any of its rights and obligations stemming from or related to this Agreement to a third party, and the Client hereby grants the Bank their express consent to this. The Client is authorised to reassign any of the Client's rights and obligations stemming from or related to this Agreement only following the Bank's prior approval.**
- (11) **If the rights and obligations of the parties as defined herein- directly change as a result of an amendment to legislation that cannot be avoided, the Bank shall inform the Client of such change.**
- (12) **The Client hereby agrees that the Bank is authorised to inform other banks in the Czech Republic if the Account Owner or the Client breaches the Agreement. The Client also agrees that the Bank may provide the Associations with information regarding the issued Payment Card (such as the card number and expiration date).**

Part IV Debit Card Issuance

- (1) The Bank shall prepare the Debit Card for issuance within 7 (seven) business days from when the parties enter into the Agreement. The Debit Card shall be handed over at the Bank's POS (see paragraphs (2) and (3) of this part) or sent to the Cardholder's address specified in the Agreement (see paragraph (4) of this part).
- (2) If the acceptance of the Debit Card is arranged to take place at the Bank's POS, the Bank shall notify the Client and/or the Cardholder that the Debit Card is ready for collection. The Debit Card shall be kept at the Bank's POS for a period of 60 (sixty) calendar days. If the Debit Card holder does not take possession of the Debit Card during that period of time, the Debit Card will be destroyed and the Client's right to be issued the Debit Card pursuant to the Agreement shall expire. The fee for maintaining the Debit Card and for providing the related Optional Additional Services shall be charged according to the List of Fees, regardless of whether or not the Cardholder receives and activates the Debit Card. Upon receipt of the Debit Card at the Bank's POS, the Cardholder shall be required to sign the Debit Card (in a manner differing from the signature specimen for the Current Account) on the Signature Pad in the presence of a Bank employee and in a manner that ensures the consistency of the signature. The Bank shall issue the Debit Card solely to the Cardholder, and any handover to another person, including a contractual representative, shall not be permitted. In exceptional cases, it may be possible to agree on the handover of the Debit Card to the Cardholder in a different manner, assuming that the security criteria defined by the Bank are fulfilled.
- (3) Upon receipt of a debit card at a Bank point of sale, the cardholder will also receive an envelope containing the PIN, or the PIN will be sent to the security phone number specified in the agreement. The PIN will always be exclusively handed over to the Cardholder or Client. Handover to any other person, including a contractual representative, is not permitted. Acceptance of the debit card and possible receipt of the envelope containing the PIN will be confirmed in writing by the Cardholder and the Bank upon signing the debit card acceptance protocol prepared on the Bank's form (the 'Card Takeover Record').
- (4) If in the Agreement the parties arrange for postal delivery of the Debit Card, the Bank shall send the Debit Card by regular post to the Cardholder's postal address specified in the Agreement. The Cardholder shall be required to sign the Debit Card in the Signature Pad shortly after receiving it in a manner different from the signature specimen for the Current Account and in a way that ensures the consistency of the provided signature. In the subsequent business days, the Bank will send the cardholder an envelope containing the PIN by registered mail or an SMS with the PIN to the Client's security phone number in the manner agreed to in the agreement. If the posted envelope with the Debit Card or the envelope with the PIN is returned to the Bank as undeliverable, the envelope will be kept at the Bank's POS for a period of 60 (sixty) calendar days. The Bank shall inform the Cardholder by phone or text message that the card is being kept at the Bank branch. If the Cardholder does not retrieve the posted item even during such period of time, the Client's entitlement to be issued the requested Debit Card pursuant to the Agreement shall expire (the Debit Card and the envelope with the PIN shall be destroyed by the Bank).
- (5) Irrespective of how the PIN is received, the Cardholder shall always be required when receiving the envelope with the PIN to check that it has not been tampered with, and the Cardholder must promptly notify the Bank of any discovered damage. If the envelope has been breached, the Cardholder shall be required to request in writing on a Bank's form the issuance of the new PIN and the new Debit Card free of charge. Should the already issued Debit Card be returned to the Bank, the Bank shall prepare within a reasonable time period the new Debit Card and the PIN and shall hand them over in the manner agreed upon in the Agreement for acceptance of the Debit Card, unless otherwise agreed.
- (6) Unless otherwise expressly agreed, the Debit Card handed over to the Cardholder shall be inactive upon handover for security reasons, and after its receipt the Cardholder shall be required to perform the Debit Card Activation before the Debit Card can be used.
- (7) **Unless the Client or the Cardholder inform the Bank in writing at the latest 2 (two) months before the expiration date of the issued Debit Card that they do not wish that the new Debit Card be issued, the Bank shall automatically prepare the new Debit Card for issuance no later than by the expiration date of the previously issued Debit Card. The new Debit Card and/or an envelope with the new PIN shall be prepared for collection at the Bank's POS specified in the Agreement and shall be kept there for a period of 60 (sixty) calendar days from the expiration date of the Debit Card or shall be sent to the Cardholder by post, depending on which method of receipt of the Debit Card has been arranged in the Agreement. If the Cardholder fails to collect the Debit Card kept at the Bank's POS by the end of that period of time, the Debit Card shall be invalidated. The fee for maintaining the Debit Card and for providing the related Optional Additional Services shall be charged according to the List of Fees, regardless of whether or not the Cardholder receives the automatically renewed Debit Card. The Bank shall not issue the new Debit Card automatically if the already issued Debit Card has been blocked.**
- (8) The Client shall be required to request the new Debit Card in any of the following situations:

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- a) loss, theft, or suspicion of misuse of the issued Debit Card; or
- b) non-delivery of a postal item with the Debit Card and/or a postal item with the PIN, even within a period of one month from submission of a request or arrangement of the Agreement/expiration of the validity of the Debit Card (if automatic reissuance is supposed to occur) / if the Bank is notified that the replacement Debit Card should be issued.

In the situations specified in paragraphs a) and b) above, the Bank shall prepare within 10 (ten) Business Days from the date of submission of the request the new Debit Card and the new PIN and shall ensure their handover to the Cardholder in the manner specified in the Agreement.

- c) in the event of damage or any other reasons that differ from those specified in the previous points of this paragraph, the Bank shall prepare without 10 (ten) Business Days from the date of submission of the request the new Debit Card to be handed over at the Bank's POS. In such cases, the Debit Card shall be issued to the Cardholder in an already activated state.
- (9) The Cardholder shall be authorised to ask the Bank to inform the Cardholder of the PIN for the issued Debit Card if it has been forgotten. If the Cardholder requests reissuance of the PIN due to loss or suspicion of misuse, the Bank shall also prepare the new Debit Card to be issued to the Cardholder. The Bank shall ensure within a reasonable time period the handover of the PIN and/or the Debit Card to the Cardholder at the Bank's POS specified in the Agreement, or the PIN and/or the Debit Card shall be sent to the Cardholder by post, depending on which method of handover of the PIN and/or the Debit Card has been arranged in the Agreement.
 - (10) If during the effectiveness of the Agreement the Cardholder is issued the Debit Card or envelope with the PIN (in the case of automatic renewal of the Debit Card or a request for the new Debit Card in accordance with paragraph (8) of this part, etc.), then all methods and conditions specified in paragraphs (4) through (6) of this part shall be followed, unless expressly stated otherwise.
 - (11) The Cardholder shall be entitled to change the PIN at the ATM (if the particular ATM enables this). Such changes can be made at the latest 40 (forty) calendar days before the end of the Debit Card validity. For security reasons, the Bank strongly recommends that the Cardholder not select any easily guessable PIN, such as part of the Debit Card number, four identical digits, a numeric series, a date of birth, etc.
 - (12) The Cardholder is entitled to change the method of handover of the Debit Card or the PIN via the information line 800 133 444 (the 'Bank's Call Centre'). The available method of handover are handover and acceptance of the Debit Card and the PIN at the Bank's POS or sending the Debit Card and the PIN by post.

(13) In the event that the debit card is not activated by the Client within 180 days of the date of dispatch or handover of the debit card, the Bank reserves the right to permanently cancel the non-activated card.

Part V Debit Card Use

- (1) The Cardholder shall be allowed to conduct the following Transactions with the Debit Card:
 - a) ATM Cash Withdrawals or Cash Withdrawals at branches of banks and currency exchange offices (the 'ATM Cash Withdrawals'),
 - b) Non-Cash Payments for Goods and/or Services at points of sale containing the logo of the Association via a cash register terminal or imprinter, non-cash payments at the ATM and the Card-Not-Present Payments for Goods and/or Services using the Debit Card (the 'Non-Cash Transactions'),
 - c) deposits of cash via the ATM to any of the Client's Current Accounts maintained at the Bank (the 'ATM Cash Deposits').
- (2) The terms and conditions for making payment card transactions via mobile devices are specified in more detail in the Commercial Terms and Conditions for Using Google Pay Services for Cards Issued by Sberbank CZ, a.s., the Commercial Terms and Conditions for Using Apple Pay Services for Cards Issued by Sberbank CZ, a.s., the Commercial Terms and Conditions for Using Fitbit Pay Services for Cards Issued by Sberbank CZ, a.s., and the Commercial Terms and Conditions of Using Garmin Pay Services for Cards Issued by Sberbank CZ, a.s. in cases where the Bank actively offers such services.**
- (3) **The Cardholder may enter the Debit Card details only via a website on which the SSL (Secure Sockets Layer) and 3D Secure Code encryption protocols are used, which fulfil the requirements of the Verified by Visa and MasterCard Identity Check verification methods.**

Any breach of this provision, regardless of whether the breach has been committed deliberately or as a result of negligence, shall be regarded as a serious breach of the Agreement. In the event of such breach, the Account Owner shall be fully liable for any damage and/or losses arising as a result thereof until the misuse or unauthorised use of the Debit Card has been reported to the Bank.
- (4) When the Non-Cash Transactions are performed at points of sale, the merchant operating the point of sale shall always be required to issue a sales receipt, which the Cardholder may need to request. The Cardholder shall always be required to check the total sum and completeness of the sales receipt. If the Cardholder requests the performance of the Transaction, the Cardholder shall be required, upon request, to sign the sales receipt using the same signature that is on the Debit Card and to save the sales receipt in case of a later claim. At some points of sale, the PIN is required.
- (5) When the ATM Cash Withdrawals are performed, the PIN shall be entered on the ATM PIN pad, and the operating instructions stated on the screen and/or on information panels at the ATM shall be followed. After the wrong PIN has been entered three times, the Debit Card will be rejected and then automatically temporarily blocked for security reasons. The card will then be automatically unblocked by the second day after it has been blocked. The Client is required to refrain from revealing the PIN to anyone also when entering it by covering the PIN pad with the other hand, etc. A breach of this requirement, regardless of whether it has been committed deliberately

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or through negligence, shall be regarded as a serious breach of the Agreement, and in such case the Client shall be fully liable for any losses arising from subsequent unauthorised Transactions until they have been reported to the Bank.

- (6) The Cardholder may perform cash and the Non-Cash Transactions using the Debit Card with the funds debited from the Cardholder's Current Account. If two Current Accounts are specified in the Agreement, then the Bank shall settle the Transactions performed in Czech crowns (also referred to as 'CZK') by debiting from the account denominated in Czech crowns, and payments in other currencies shall be debited from the accounts denominated in those particular currencies. All costs and debts related to the Transactions shall always be settled by debiting funds from the same Current Account from which the particular Transaction to which such costs and/or debts are related has been performed. If the Czech Republic switches to another currency or if there are insufficient funds in the Current Account or if the costs and/or debts cannot be settled clearly as described above by debiting from one of the Current Accounts, the Bank shall be entitled to settle the Transactions and/or costs by debiting funds from any of the Current Accounts.
- (7) The Cardholder is authorised to perform the Transactions using the Debit Card only up to the amount of the authorisation balance of funds in the Current Account and only in an amount that does not cause the sum of the Transactions during the individual Calendar Period for Transaction Limits to exceed the agreed Transaction Limit amounts. The Cardholder shall be entitled to readjust the Transaction Limits during the Agreement. (However, only the Account Owner is authorised to increase the Transaction Limits to amounts greater than those originally specified in the Agreement.) A change of the Transaction Limits can also be made at the Bank's POS via the **internet electronic** banking service or by phoning the Bank's Call Centre based on the identification of the card, namely by way of a selected password, if the Account Owner has arranged such a service with the Bank and if such service allows for such change.
- (8) An authorisation balance shall be understood as the available balance of funds in the Current Account, which may be reduced by an amount agreed upon as reduction of the authorisation balance in the Agreement. If the Debit Card is provided for two Current Accounts, then the used authorisation balance shall be the available balance of the account based on the currency of the Transaction, which means that for the Transactions in Czech crowns the balance of the Current Account which has been designated as the account for settlement of the domestic Transactions shall be used, and for the Transactions in foreign currency the balance of the Current Account which the Account Owner has specified for settlement of the foreign-currency Transactions shall be used. If the Cardholder has been allowed to do so in the Agreement, then the Cardholder, after entering the PIN, shall be authorised to submit a balance inquiry at the ATM to determine the available authorisation balance (at the ATMs that offer such service).
- (9) The Bank shall be authorised to reduce the available balance of the Current Account by an amount corresponding to the Debit Card Transaction as soon as the Bank receives information from the authorisation centre about the performed Transaction. If the Transaction has been made in a foreign currency or in a currency other than that in

which the Current Account is denominated, then the amount by which the available balance has been reduced shall not be final, and the final amount of the Transaction may differ, depending on the currency exchange rate effective by the date when the Transaction is settled or due to a change of the Transaction amount by the merchant operating the point of sale. The available balance in the Current Account shall be reduced until the Bank receives the details necessary for settlement from the international card associations MasterCard and/or Visa.

- (10) If use of the Debit Card leads to an unauthorised negative balance on the Current Account, the Bank shall be entitled to bill interest on the negative balance at a penalty interest rate defined according to the General Terms and Conditions. The Account Owner shall be required to pay such amount promptly. An unauthorised negative balance shall also be considered to have arisen if the Transaction is performed in accordance with an authorisation balance but there are insufficient funds in the Current Account to cover the Transaction by the settlement date.
- (11) If during the effectiveness of the Agreement,
 - a) the Agreement is seriously breached by the Account Owner, such as if an unauthorised negative balance on the Current Account is created, or
 - b) the Bank discovers circumstances that it believes could jeopardise the Account Owner's ability to fulfil their obligations towards the Bank (particularly including a worsened financial situation of the Account Owner, commencement of insolvency or asset execution proceedings affecting the Account Owner, etc.),the Bank shall be entitled to reduce the agreed Transaction Limits with immediate effect to as low as CZK 1,000 (one thousand Czech crowns). The Bank shall inform the Account Owner of the reduction of the limits by way of a written notification sent no later than on the business day following such reduction. If the reasons for the reduction of the limits cease to exist, the Bank and the Account Owner may agree to increase the limits again.
- (12) If the Client has requested the balance inquiry service in the Agreement, then, after entering the PIN at the ATM that allows balance inquiries, the Client shall be able to find out the current available balance in the Current Account for which the Debit Card has been issued.
- (13) The Cardholder shall be authorised when using the Debit Card to make the ATM Cash Deposits if the ATM is within the Bank's network and if the particular ATM allows this service. Only cash in CZK may be deposited via the ATM; the account must be maintained at the Bank in CZK. The maximum amount of cash that can be deposited during the single Transaction may be limited by the ATM due to its technical parameters. The amount deposited may as well be limited by law and legislative changes implied in particular by Act No. 253/2008 Coll., on certain measures against legitimisation of crime and financing of terrorism, and by the Bank's internal guidelines. If the Cardholder is someone other than the Account Owner, then the Cash Deposits using the Debit Card may be made by the Cardholder on behalf of the Account Owner and into the Account Owner's account. The Bank shall inform the Cardholder of the Cash Deposit on the ATM screen and on a printed receipt.

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- (14) If an incorrect or non-existent account number is entered during the Cash Deposit, then the Bank shall not perform the Transaction and shall return the funds to the Client by crediting them to the Current Account for which the Debit Card has been issued (if the Debit Card is provided for two accounts, the Bank shall credit the amount to the account specified by the Client as the account for settlement of the domestic Transactions).
- (15) If the ATM Cash Deposit occurs after 3 pm, then the start of the subsequent operating hours of the Bank shall be considered the time of acceptance, and the Bank shall settle the ATM Cash Deposit on the subsequent Business Day. When accepting the ATM Cash Deposits, the Bank shall comply with Act No. 136/1011 Coll., on the circulation of banknotes and coins, as amended. If the ATM evaluates an inserted banknote as invalid, the banknote will be retained and submitted by the Bank for examination by experts at the Czech National Bank. If the suspected invalidity of the banknote is not confirmed, the Bank shall credit the value of the banknote to the appropriate account. If the banknote is evaluated as invalid and the Bank has already credited its value to the Client's account, the Bank shall be authorised to deduct such amount from the Client's account.
- (16) The Bank and any of its Points of Sale or any other bank that is a member of the respective Association shall be authorised to confiscate the Debit Card whose validity has expired due to card blocking. The Client shall be required to surrender the Debit Card in such a situation.**
- (17) After the validity of the Debit Card ends, the Debit Card can no longer be used. If the Client does not return the Debit Card to the Bank, the Client shall be required to destroy the Debit Card by cutting through the chip and the magnetic strip. The Bank shall not be liable for any damage that arise due to misuse of the Debit Card after its validity has ended or after the Client's contractual relationship with the Bank has ended, and the Client shall be required without undue delay to compensate the Bank for any damage that it incurs as a result of such circumstances.**
- of whether or not the Cardholder takes receipt of and activates the Payment Card.
- (5) One or more Debit Cards (the amount of the Debit Cards depends on the type of the Current Account) shall be issued in the following sequence:
- a) the embossed Debit Card issued to the Account Owner; and
 - b) the embossed Debit Card issued to the Cardholder.
- If the Account Owner or the Cardholder has multiple Debit Cards of the same type, the Debit Card that is free of charge shall be issued first.
- (6) The performed Transactions shall be settled by debiting funds from the respective Current Account after the receipt of details necessary for settlement from the Bank for the recipient/payer promptly after the Transaction has been processed by the Visa or MasterCard association, no later than on the date when the Bank processes the Transaction in its final value. If the Debit Card Transaction has been performed in a currency other than CZK, it will be converted at the exchange rate used by the Bank and/or Association(s), and the Client shall always be subject to the risks of foreign exchange rate fluctuations.
- (7) Whenever the Dynamic Currency Conversion service is used, the Client shall confirm when the Transaction is authorised that the Client has been familiarised with and agrees to the use of a particular exchange rate and/or fees and the final amount in the agreed currency.
- (8) The Client acknowledges that when the Transactions performed in a foreign currency are settled, the amounts resulting from exchange rate differences between the exchange rate on the Transaction date and the exchange rate on the settlement date cannot be recovered if the Client later disputes the Transaction. An exchange rate difference may also arise in the case of the Transactions based on conversion of the Transaction to a 'settlement currency' and then to the currency in which the Current Account is denominated.
- (9) The Bank shall inform the Client in a comprehensible and easily accessible manner of the currency conversion charges and the applicable exchange rate prior to the initiation of the Transaction and express the same as a percentage mark-up over the latest available euro foreign exchange reference rates issued by the European Central Bank (ECB), on a broadly available and easily accessible electronic platform. The Bank fulfils that obligation by displaying on its website the exchange rate differences between the ECB rate and the exchange rate currently offered by the Bank.

Part VI Costs and Payments

- (1) All of the Client's debts arising from the Agreement (fees, penalty interest, etc.) shall be settled by the Bank by debiting funds from the Current Account for which the Debit Card has been issued.
- (2) For services related to the issuance and use of the Debit Card as well as for any miscellaneous services according to the Agreement and for providing the Optional Additional Services with the Debit Card, the Bank shall be entitled to charge fees according to its List of Fees effective at the time of performance of the service or the Transaction.
- (3) Unless otherwise stated, such fees shall be debited from the Current Account for which the Debit Card has been arranged by the date when such situation has arisen, otherwise any additional fees pursuant to the respective Agreement shall be settled by the last Business Day of the settlement period.
- (4) The Bank shall be required to charge the fee for maintaining the Debit Card by debiting it from the Current Account monthly, in accordance with the standard terms and conditions, on the last business day of the month, regardless

Part VII Statements and Disputes

- (1) The Bank shall inform the Client in the account statement of the potential fees and of the individual Transactions performed by the Client's use of the Debit Card during the respective settlement period. The Transactions shall be settled by specifying only part of the Debit Card number and detailed identification of the Transaction (the Transaction date, the Transaction settlement date, the shortened identification of the Transaction location, the exchange rate (if any) used by the Bank when processing the Transaction, the amount and currency of the Transaction, the amount of the Transaction in CZK, and the fee (if any) charged for the Transaction). The Client shall be required

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to regularly check the accuracy of the details regarding the Transactions performed using the Debit Card, even if electronic information channels are used, for, among other reasons, the purpose of facilitating timely disputes of the Transactions.

- (2) In the event of a Transaction dispute with suspicion of misuse of the Debit Card, the Client shall always be required to surrender the particular Debit Card to which the disputed Transaction relates to the Bank, and if it is not surrendered then the Client's failure to surrender it will be taken into consideration during the dispute resolution process. This shall not apply in situations when the Bank has been properly notified of the loss or theft of the Debit Card. The Bank shall be entitled to require the Client to furnish additional documentation regarding the disputed Transaction. The Client shall be required to provide the Bank with necessary cooperation in order to ensure that the Transaction dispute resolution process goes smoothly.
- (3) If the Client discovers an item on the Current Account statement for the Debit Card that does not correspond to any Transaction that the Client has performed, or if the wrong Transaction amount is specified, then the Client shall be entitled to dispute the Transaction dispute in accordance with the Bank's Claims Code. During the Transaction dispute resolution process, the Bank shall evaluate whether the Client and/or the Cardholder has fulfilled all of the conditions for substantiating the dispute, in particular whether the Client and/or the Cardholder has met the deadlines for submitting the dispute and the obligations arising from the Agreement, including these Terms (such as any serious breaches of security and/or identification features on the Debit Card). If during the dispute resolution process, the Bank deems the Transaction dispute to be unsubstantiated, the Bank shall reject it. The Bank shall always inform the Client of the outcome of the dispute resolution process.
- (4) The Client and/or the Cardholder shall be required to notify the Bank of the unauthorised Transaction promptly, but no later than 13 (thirteen) months from the date when the funds for the particular disputed Debit Card Transaction have been debited from the Current Account. If the Bank discovers during the evaluation of the allegedly unauthorised Transaction that the Transaction was in fact authorised, the Transaction dispute will be rejected.
- (5) The Client may request that a refund of the authorised Debit Card Transaction be issued by the payee within 8 (eight) weeks from when the funds for the particular Debit Card Transaction have been debited from the Current Account, under the condition that when the Transaction was authorised the exact amount of the Transaction had not yet been determined, and that amount exceeds the amount that the Client could have reasonably expected with all circumstances taken into consideration (e.g. in the case of payments at car rental agencies, hotels, etc.). More detailed conditions for refunding of the authorised Transaction can be found in the Payments Terms and Conditions.
- (6) When goods are returned or when services are not provided, the merchant will not refund cash but rather will issue a credit note reflecting the refund to the card and will provide a confirmed copy of the same to the Client. The amount specified on the credit note shall then be credited back to the Current Account; if the Transaction was in

a foreign currency, the Bank shall use its reference foreign exchange rate valid at the time of the refund. If the credit Transaction is settled by a merchant whose Transaction is processed by a bank with whom the merchant has a contractual relationship, the Bank shall not be liable for a different amount resulting from the amount of time that has passed between the settlement and the foreign exchange rate difference.

- (7) The Bank shall not be liable for defects in goods and/or services (such as defects in quantity or quality) paid for by card. The Client shall submit such disputes and/or complaints to the merchant.
- (8) If, due to circumstances and/or the complexity of the case, it is obvious that the lawful time frame for evaluation of a Transaction dispute may be exceeded, the Bank shall return the amount of the Transaction to the Client, less the loss amount that the Client is required by law to bear. After the dispute resolution process is completed, the Bank shall deduct the amount from the Current Account if the Bank has deemed the dispute to be unsubstantiated.
- (9) If the Client has, in accordance herewith, disputed the Transaction or has otherwise requested relief from the Bank unsuccessfully, the Client shall be entitled to contact a financial arbitrator responsible for deciding disputes between card issuers and cardholders when electronic payment instruments are issued and used pursuant to Act No 229/2002 Coll., on financial arbitrators, as amended. The arbitrator's seat is located at Legerova 1581/69, 110 00 Prague 1, Czech Republic, and its website is www.finarbitr.cz. The right of the Client to address the court remains unaffected.

Part VIII Notification Obligations and Other Client's Obligations

- (1) **The Client shall be required to inform the Bank promptly of any changes in their details specified in the Agreement and of any circumstances that could significantly affect the Client's ability to fulfil its contractual obligations hereunder. The Client shall be required, at the Bank's request, to submit additional and/or up-to-date information about the Client's financial situation.**
- (2) The Cardholder is required to store the Debit Card in a secure location separate from personal documents, to guard it from misuse by third parties, to check regularly on a daily basis that the Debit Card is in the Cardholder's possession, and, in the event of loss, theft, or suspicion of misuse or unauthorised use of the Debit Card, to follow the steps outlined in paragraph (6) of Part IX of the Terms and Conditions.
- (3) The Cardholder is not authorised to lend the Debit Card to anyone or to disclose to any third party any of the Debit Card details used for authorisation of the Debit Card Transactions or operations. Should the Cardholder breach this restriction, they shall be required to compensate the Bank for all costs and/or damage arising in connection therewith.
- (4) The Cardholder undertakes to prevent disclosure of the PIN to third parties and to store the PIN in a location separate from the Debit Card. If the Cardholder has any doubts about the security of the PIN, we recommend that the Client promptly change the PIN via the ATM.

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Part IX Blocking

- (1) **The Bank reserves the right, even without prior notice, to block the Debit Card temporarily or permanently or to refuse to allow certain types of the Transactions to be performed with the Debit Card and to notify a third party of such decisions, in particular points of sale, financial institutions, the Associations, etc. The Bank shall be entitled to take such actions in particular in the situations specified hereunder. The Bank shall inform the Cardholder of the blocking and its reasons before blocking the Debit Card, or if this is not possible then immediately after blocking the Debit Card. (However, this shall not apply if providing such information could impede the purpose of blocking the Debit Card or if providing such notification would be in conflict with other legislation.) The Bank is authorised to issue notifications by phone and then to confirm them in writing. The Bank shall unblock the Debit Card or replace it with the new Debit Card as soon as the reasons for which it has been blocked have ceased to exist.**
- (2) The Bank shall be entitled to block the Debit Card permanently for the Debit Card security reasons, in particular:
 - a) for the Debit Card security reasons, such as suspicion of unauthorised or fraudulent use;
 - b) if notification is issued by phone according to paragraph (5) of this part of the Terms and Conditions;
 - c) if, with regard to the security and protection of the Account Owner, the Bank suspects misuse of the Debit Card (including if a request is submitted for issuance of the new Debit Card due to non-delivery of post as referred to in letter b), paragraph (8), Part IV of the Terms and Conditions); and
 - d) if there is a significantly increased risk that the Account Owner will not be able to repay an overdraft line of credit that has been provided by the Bank for the Current Account for which the Debit Card has been issued.
- (3) The Bank shall also be authorised to block the Debit Card temporarily for security reasons or if the conditions for the Permanent Blocking as detailed in the Agreement are fulfilled and/or if the wrong PIN has been entered for the Debit Card three times. In such cases, the blocking will be automatically cancelled on the next day at the latest.
- (4) **The Bank shall be entitled to block the Debit Card of its own initiative if it suspects that unauthorised or fraudulent use of the Debit Card has occurred.**
- (5) If the Debit Card is lost or stolen, the Debit Card is retained in the ATM, or for any reasons there is a risk of its misuse or unauthorised use, the Client shall be required to immediately report such situation to the Call Centre by calling 800 133 444. Such notification of the Call Centre may also be issued by a third party (the Client or third party shall be referred to as the 'Reporting Party'). If for any reason the Client cannot report such circumstances to the Call Centre, the Client shall be required to do so promptly at any of the Bank's Points of Sale. Following reporting by phone according to this paragraph, the Debit Card will be blocked permanently. **In addition to calling the Bank's Call Centre, the Client is entitled to permanently block a debit card via Sberbank Online (the Bank's internet banking service) in accordance with paragraph (8) below.**
- (6) The Client shall be entitled to ask the Bank to block the Debit Card temporarily or permanently (only for the on-line authorised Transactions) for reasons other than those specified in paragraph (5) of this part. The blocking will be performed no later than on the first Business Day following the date when the request for blocking the Debit Card has been submitted to the Bank's POS. The Temporary Blocking initiated by the Client may be cancelled by the Bank at the Client's request.
- (7) In the event of reporting by phone according to paragraph of this part, the Reporting Party shall be required to provide all details based on which the Debit Card can be identified (the Debit Card number, the Client's name as shown on the Debit Card, etc.). The Reporting Party shall also be required to communicate all circumstances known to them regarding the loss, theft, or suspected misuse of the Debit Card (whether the PIN has been disclosed, etc.).
- (8) **The Client is entitled to request the Bank to temporarily or permanently block a debit card via Sberbank Online, provided that the Client has arranged this service. The Client acknowledges that the Bank will block the debit card immediately after confirming such a request.**

Part X Bank's and Client's Responsibilities

- (1) The Bank shall be required to compensate the Client for damage that has been caused by the Bank's non-compliance with the Agreement. However, the Bank shall not be required to provide compensation for damage incurred by the Client in any of the following situations:
 - a) if the damage has occurred in connection with the invalid Debit Card; and
 - b) if the Client has seriously breached the Client's obligations as stated in the Agreement, in particular if the Client has breached the obligation to keep the PIN secret or has not ensured protection of the Debit Card security features or has breached the obligation to inform the Bank promptly of an instruction to block the Debit Card if it becomes apparent from the circumstances that unauthorised use of the Debit Card may have occurred.
- (2) **The Bank also shall not be required to provide compensation for damage arising for the Client as a result of non-performance of the requested Transactions due directly or indirectly to circumstances beyond the Bank's and/or its partners' control (such as electric power supply interruptions, ATM malfunctions, labour strikes, etc.) or if the Transactions have been performed on devices that have not been approved for the use of the Debit Cards. The Bank shall not be liable for potential non-acceptance of the Debit Card at a point of sale for payment or for any damage that arises in connection with the use of the invalid Debit Card or as a result of damage or retention of the Debit Card at the Bank's Point of Sale or branch.**
- (3) The Bank shall not be liable for refusal by a point of sale or payment location to accept the Debit Card for payment for goods and/or services or for the Cash Withdrawal. The Bank shall not be liable for any damage that the Client incurs if the Client fails to take possession of cash withdrawn and paid out by the ATM.
- (4) The Client shall be fully liable for any Transactions conducted using the Debit Card. The Client is required to ensure

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the Cardholder's compliance with the contractual terms and conditions even if

the Cardholder acts as a person entrusted by the Client to handle the Client's funds via the Debit Card and the Client is also fully liable for their potential breach and the consequences that arise from such a situation.

- (5) The Client shall be fully liable for the Transactions made using the lost, stolen, and/or misused Debit Card if the Client has could have discovered the loss, theft, and/or misuse of the Debit Card before the unauthorised payment Transaction occurred, until the loss, theft, and/or misuse is reported by phone in accordance with paragraph (5), Part IX of the Terms and Conditions. Immediately after reporting such incident by phone in accordance with paragraph (5) of Part IX of the Terms and Conditions, the Client shall cease to be liable for the Transactions made using the lost, stolen, and/or misused Debit Card. However, the Bank shall not be required in any event to provide compensation for potential damages resulting from Transactions with the lost or stolen Debit Card if the correct PIN has been used or if the Client has acted fraudulently.
- (6) The Client shall bear the loss for unauthorised Transactions performed using a Debit Card up to an amount corresponding to EUR 50, if such loss has been caused by the use of a lost or stolen Debit Card or card misuse. The Client shall fully bear the loss for unauthorised Transactions performed by a Debit Card if the loss has been caused by the Client's fraudulent conduct or if the Client has either deliberately or due to gross negligence failed to comply with the security measures defined herein or has not promptly reported the loss, theft, misuse, and/or unauthorised use of the Debit Card to the Bank after becoming aware of it (according to paragraph (5), Part IX of the Terms and Conditions). If the Client has not acted fraudulently and if the loss, theft, and/or of the Debit Card could not have been discovered by the Client prior to the unauthorised payment Transaction having occurred or if the loss, theft, and/or of the Debit Card has been caused by the Bank or if the loss has arisen after the loss, theft, misuse, and/or unauthorised use of the Debit Card has been reported to the Bank, the Client shall not be liable. The Client shall not be liable either if the Bank has not ensured that necessary resources are available for the loss, theft, misuse, and/or unauthorised use of the Debit Card to be reported at any time or if the Bank has breached the obligation to require strong verification.
- (7) The Bank shall not examine the legitimacy of the Transactions performed by the Cardholder and shall not be held liable for the same.
- (8) The Bank shall not assume automatic liability for the Client's financial losses, particularly in situations when the Debit Card has been used without it being physically presented or without electronic identification of the Debit Card.
- (9) The Bank shall not be required to compensate the Client for potential damage arising:
 - a) in connection with exceeding of the Transaction Limits for the Debit Card by the Client;
 - b) from the misuse of the Debit Card which the Client has failed to return properly in accordance with the Agreement;
 - c) as a result of expiry of the Agreement; and
 - d) as a result of the Temporary or Permanent Blocking

of the Debit Card that has been performed in accordance with the Agreement.

- (10) **In the case of damage caused by potential misuse of the Debit Card being temporarily or permanently blocked due to reasons specified in paragraph (5), Part IX of the Terms and Conditions, the Bank shall not be required to provide compensation for damage arising sooner than the second Business Day following the date when the request for blocking of the Debit Card is submitted to the Bank's POS.**

Part XI Contractual Relationship Termination/ Expiry

- (1) Upon the expiry of the Agreement: (i) the Client's right to use the Debit Card issued for the terminated Current Account shall likewise expire; (ii) such Debit Card shall lose its validity; and (iii) any Optional Additional Services arranged under the Agreement shall likewise expire, unless the Agreement states otherwise. The Agreement shall expire in any of the following situations:
 - a) in the manner defined in the Agreement;
 - b) if terminated according to paragraph (2) of this part or according to paragraph (3) of Part XI of the Terms and Conditions;
 - c) upon the Bank's withdrawal from the Agreement according to paragraph (3) of this part;
 - d) upon the Client's withdrawal from the Agreement according to paragraph (6) of this part;
 - e) on the first business day after the date when the Bank receives the notice of termination of the Current Account Agreement for which the Debit Card has been issued;
 - f) upon the expiry of the Debit Card validity, if, in accordance with paragraph (7) of Part IV of the Terms and Conditions, the new Debit Card has not been issued for another period based on the Agreement;
 - g) upon expiry of the time frame allowed for collecting the new Payment Card in accordance with paragraph (4) or paragraph (7) of Part IV of the Terms and Conditions;
 - h) when the Client's death is proved to the Bank; and
 - i) for another lawful reason (such as if the parties jointly agree on the termination).
- (2) Either the Bank or the Client may terminate the Agreement at any time, even without specifying a reason, by notifying the other party in writing of the termination. If the Agreement for the Debit Card is terminated by the Client, the Agreement shall expire on the business day following the date of delivery of the termination notice to the Bank, unless a later date of termination has been specified in the termination notice. If the Agreement is terminated by the Bank, the termination notice period shall last 2 (two) months. The termination notice period for the Debit Card Agreement shall begin running as of the first day of the calendar month following the month in which the termination notice was delivered to the other party.
- (3) In the event of a serious breach of the Agreement by the Client, the Bank shall be entitled to withdraw from the Agreement immediately. The following situations shall be regarded as serious breaches of the Agreement:
 - a) a breach as defined in the Agreement;

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- b) provision of untruthful or misleading information by the Client;
- c) a breach of the Transaction Limits according to the Agreement;
- d) an unauthorised negative balance created in the Current Account for which the Debit Card has been arranged;
- e) a breach of the requirement to keep the PIN secret;
- f) a breach of the provisions of paragraph (4) of Part III of the Terms and Conditions; and
- g) a breach of the obligation to notify the Bank of the loss and/or misuse of the Debit Card or if the circumstances have indicated that unauthorised card use may have occurred.

Withdrawal from the Agreement shall not affect the Bank's entitlement to settle the already realised Transactions by debiting funds from the Current Account, nor shall it affect the obligation of the Client and/or the Cardholder to return the Debit Card to the Bank.

- (4) The expiration of the Agreement shall not relieve the Client of the obligation to settle all debts resulting from the use of the Debit Card issued according to the Agreement. The Bank shall be entitled to settle by debiting from the Current Account any Transactions stemming from the use of the Debit Card that have occurred following the Agreement expiration date.

(5) The debit card will be permanently blocked on the date of agreement termination, and it will no longer be possible to use the card from that day.

(6) In the event of termination of the framework agreement under which the debit card was issued, the debit card will be permanently blocked on the date of framework agreement termination, and it will no longer be possible to use the card from that day.

Part XII Final Provisions

- (1) This Agreement is governed by the laws of the Czech Republic. The Consumer is entitled to have potential disputes arising in connection with the Agreement resolved outside of court via the financial arbitrator whose seat is located at Legerova 1581/69, 110 00 Prague 1, Czech Republic, and whose website is www.finarbitr.cz.
- (2) Should any provisions of the Agreement be found to be in conflict with the provisions of the Terms and Conditions, the Payments Terms and Conditions, or the General Business Terms and Conditions, the provisions of the Agreement shall supersede the provisions of those other documents. Should any of the provisions of the Terms and Conditions conflict with the General Business Terms and Conditions or with the Payments Terms and Conditions, the provisions of the Terms and Conditions shall have priority.
- (3) The Bank is entitled to revise these Terms and Conditions in accordance with Part III, Clause III of the General Business Terms and Conditions.
- (4) These Terms have been produced in the Czech, English, and Russian languages, and in the event of any differences the Czech version shall have priority.

(5) **The statute of limitations in relation to debts owed to the Bank by the Client and in relation to any debts owed to the Client by the Bank, including any such debts in the future, is hereby extended to a period of 10 (ten) years.**

(6) Should any provisions of the Terms and Conditions, the Agreement or any parts thereof be found to be or become invalid and/or unenforceable, the rest of the provisions shall remain valid and enforceable.

(7) Any contracts and agreements entered into prior to these Terms and Conditions taking effect shall continue to be governed by the existing wording of the Terms and Conditions until any amended Terms and Conditions apply to them based on a proposal by the Bank (in accordance with Part Three, Clause II of the General Business Terms and Conditions). Therefore, wherever these Terms and Conditions refer to provisions agreed upon in the Agreement, they shall be understood in the case of the specified Agreements as provisions agreed upon in the request or contained in the Card Takeover Record.

(8) These Terms and Conditions shall take effect on **1 April 2022** ~~1 January 2021~~.

Part XIII Important Provisions

(1) **The Client has become properly familiar with the Agreement and the Terms and Conditions and expressly accepts the provisions of the Terms and Conditions highlighted in bold text.**