



BUSINESS TERMS AND CONDITIONS FOR ISSUANCE AND USE OF PREPAID GIFT CARDS

Article 1 Basic Provisions

1. These Business Terms and Conditions for Issuance and Use of Prepaid Gift Cards (hereinafter referred to as the "Business Terms and Conditions") are the Business Terms and Conditions of UniCredit Bank Czech Republic and Slovakia, a.s., Želetavská 1525/1, 140 92 Praha 4 - Michle, Company ID No.: 649 48 242, Register maintained by the Municipal Court in Prague, part: B, entry: 3608, organizational unit (branch of a foreign bank): UniCredit Bank Czech Republic and Slovakia, a.s., pobočka zahraničnej banky, Šancová 1/A, 813 33 Bratislava, Company ID No.: 47 251 336, Register maintained by the District Court in Bratislava I, part: Po, entry: 2310/B (hereinafter referred to as the "Bank") and regulate legal relationships between the Bank and its clients or other persons in the issuance and use of prepaid gift cards in compliance with the applicable generally binding legal regulations of the Slovak Republic.

2. Mutual rights and obligations of the Bank, Card Applicant and/or Card Holder not regulated by these Business Terms and Conditions shall be governed by the General Business Terms and Conditions for Execution of Bank Deals (hereinafter referred to as the "GBTC") and generally binding legal regulations. In the case of discrepancy between the provisions of these Business Terms and Conditions and GBTC, the provisions of these Business Terms and Conditions shall prevail.

Article 2 Specification of Basic Terms

1. Capitalised terms set out in this Article, used anywhere in the text of these Business Terms and Conditions, shall have the meaning defined in these Business Terms and Conditions, regardless whether they are in singular or plural, unless explicitly excluded in these Business Terms and Conditions or contracts.

Authorisation

means the granting an approval by the Card Holder for implementation of Transaction by signature. By the Authorisation, the Card Holder confirms the content and amount of the Transaction made by the Card. The Authorisation shall be irrevocable.

Transaction Authentication

means a procedure of the Bank for verification of security components (PIN, signature, password, CVC or CVV) used for Authorisation.

Available Balance

means an amount of funds, the Card Holder is entitled to use to implement Transactions. The amount of Available Balance is equal to the amount of deposited funds reduced by the Transactions implemented.

Card Holder

means an individual who becomes the ultimate authorised user of the Card by signature at the back of the Card. The name or surname of the Card Holder is not specified on the Card.

Merchant

means an entity accepting the Cards as a means of payment to make cashless payment for delivery of merchandise or services through a device intended for the acceptance of payment cards. The payment is authorised by signature of the Card Holder.

Prepaid Gift Card

is a means of payment issued by the Bank. It is an international chip payment card MasterCard with Prepaid Credit, the amount of which shall be specified by the Card Applicant. The Prepaid Gift Card enables the Card Holder only to make cashless payments for merchandise and services with the Merchants. It is anonymous, cannot be topped up and can be freely transferred to another person as long as it has not been signed by the Card Holder (hereinafter referred to as the "Card").

Prepaid Credit

means an amount of funds deposited by the Card Applicant to an account specified by the Bank at the Point of Sale of the Bank. The options of amount of the Prepaid Credit are specified by the Bank. The amount of the Prepaid Credit is specified on the Card. The maximum limit of the Prepaid Credit is EUR 150. The Prepaid Credit bears no interest.

Code of Complaints

means a regulations of the Bank, governing the procedures of accepting, registering and handling complaints, which the Bank is entitled to change and it informs the Client about the changes thereof by Publication. The Code of Complaints is a part of these Business Terms and Conditions.

Transaction

means a cashless payment transaction made by the Card.

UniTel

means a service of the Bank rendered by way of a phone line No. 0800 180 180 (free of charge when calling within the Slovak Republic) or phone line No. +421 44 5476 870 (when calling from abroad) for Card Holders, through which counselling regarding these Business Terms and Conditions and information about the balance and Transactions on the Card is provided based on provision of the Card number by the Client.

Card Applicant

is a person requesting the Card from the Bank. This person is entitled either to sign the Card himself/herself, thus becoming its Holder, or to hand it over or transfer it in any manner whatsoever to another natural person, becoming the Card Holder by signing the Card. If transferring the Card to other person, the Card Applicant undertakes to inform the Card Holder with these Business Terms and Conditions, which it accepted, to inform the Card Holder about all rights and obligations arising out of these Business Terms and Conditions and from GBTC for the Card Holder and to inform the Card Holder that by the moment of accepting and signing the Card the Card Holder is obliged to prevent the Card from being misused, and that the Bank shall bear no liability for any damage incurred due to the breach of/failure to meet any obligation of the Card Holder.

The Card Applicant shall be liable to the Bank for the failure to meet and/or breach the obligations arising out of these Business Terms and Conditions and/or GBTC also by the Card Holder and for any losses that the Bank incurs in connection with use of the Card.

Article 3

Conditions for Issuance of the Card

1. The Bank shall issue the Card on request of the Card Applicant, who is obliged to pay the amount of the selected Prepaid Credit and the fee for issuance of the Card.
2. There is no legal claim to issue the Card and the Bank shall have the right to reject the issuance of the Card without giving reasons.
3. For the purposes of finding, verification and control of identification of the Card Applicant and for the purposes of preparation, conclusion and implementation of deals, the Card Applicant is obliged, on the Bank's request, to provide the Bank with personal data for processing in information systems and to enable the Bank to acquire personal data and other data from an identity document and other documents by copying, scanning or other recording in the scope according to the relevant provisions of Act No. 483/2001 Coll. on Banks as amended.
4. By paying the fee and accepting the Card, together with the Business Terms and Conditions, the Card Applicant expresses his/her consent with these Business Terms and Conditions and with GBTC, and he/she undertakes to hand the same, together with the Card, over to the Card Holder.
5. The one-off fee for issuance and use of the Card shall amount to EUR 6. This fee is not a part of the Prepaid Card Credit.
6. The Bank shall be entitled to limit the number of Cards issued for one person according to Bank's own discretion.

Article 4

Receiving and Keeping the Card

1. The Card may be received only in person at the Point of Sale.
2. The Card Holder shall bear liability for a potential damage by the moment of accepting and signing the Card.
3. The Card is owned by the Bank and after signing of the Card, the Card Holder shall have no right to grant consent that the Card may be used by other persons. The Bank shall have the right to require that the Card be returned during the validity or after the expiration thereof, also without giving reasons.
4. Immediately upon the acceptance thereof, the Card Holder is obliged to sign the Card in his/her own hand on the signature stripe at the back of the Card. The signature of the Card Holder is used, depending on the type of the Card, for Authorisation of Transactions made using the Card. The Card Applicant shall bear liability for the fulfilment of this obligation as well as for the potential consequences of failure to do so.

Article 5

Using the Card

1. The Card Holder shall have the right to use the Card only during its validity or until the Available Balance is spent. The Card shall expire by the lapse of the last day of month in the year indicated on the Card.
2. The Card Holder is obliged to comply with all required measures to prevent the Card from being misused, in particular to put the Card to a safe place, separately from his/her personal documents and identity documents, and to protect it against mechanical damage and against the operation of any impact, due to which the record on

the magnetic stripe of the Card could be damaged. The Card Holder shall be responsible for the method of submission of the Card to the Merchant when making payment for merchandise and services, in particular precluding the loss of his/her visual contact with the Card when using it, depending on the circumstances.

3. The Card Holder shall have the right to dispose of the funds on the Card using the Card only up to the amount of the Available Balance. The Prepaid Credit may be drawn by the Card Holder by single payment or partially.

4. The Card cannot be used in ATM's or for withdrawal of cash in banks.

5. The Bank shall bear no liability for damage caused by the Card Holder by rejecting to accept the Card. The Bank shall bear no liability for the scope and quality of merchandise and services paid using the Card.

Article 6 Settlement of Transactions

1. By implementing the Transaction, the Available Balance shall be reduced by the amount of Transaction.

2. Any and all cashless international Transactions made by Cards shall be converted using a reference exchange rate of card companies from the original currency to settlement currency EUR.

3. If the Card does not work due to the Bank, the Bank shall pay the Available Balance to the Card Applicant in cash. Complaints that the Card does not work due to the Bank shall be examined by the Bank and assessed as justified or unjustified complaint no later than within 30 days after the complaint is submitted.

4. If the Available Balance exceeds EUR 10, the payment thereof shall be governed by provisions of Act No. 492/2009 Coll. on Payment Services as amended (hereinafter referred to as the "Act on Payment Services") and the Bank shall charge a fee of EUR 10 for this action.

Article 7 Liability for Damage, Loss and Theft of the Card

1. The Bank shall not provide for blockage of the Card against the use thereof by an unauthorized person on the Card Holder request. The Bank does not know the identity of the Card Holder and thus the blockage cannot be provided for. Therefore, the Bank cannot prevent the Card from being used even if these facts are reported to the Bank. The Card Holder shall be fully liable for all Transactions made by this Card, it shall bear all financial consequences arising out of the use of a lost, stolen or misused Card and it shall be liable for the damage which might incur due to the same. The Bank shall bear no liability for any damage caused by the Card, in particular those incurred on grounds of loss, theft, misuse or damage to the Card.

2. Based on clause 1 of this Article and from the nature of the Card it is obvious that the Bank cannot examine the authorisation of Transactions, it considers such Transactions as made and Authorised by the Card Holder. Therefore, the Bank is not obliged to prove to the Card Holder the performance of Authentication of a transaction and the Bank is not obliged to refund the amounts of unauthorised Transactions.

3. The Card Holder shall be liable to the Bank for all receivables arising out with respect to usage of the Card.

4. The Card Holder shall be liable for the compliance of all Transactions with the generally binding legal regulations applicable in the territory of the Slovak Republic. Also, the Card Holder shall be liable for the compliance of the Card with the generally binding legal regulations of the country where the Card Holder made or intends to make the Transaction.

Article 8 Final Provisions

1. If any provision of these Business Terms and Conditions is or becomes or will be recognized as invalid or unenforceable, it shall be without prejudice to the validity and enforceability of other provisions of these Business Terms and Conditions.

2. Together with the basic rules, related to the Card, these Business Terms and Conditions, being a part of the gift package, represent a general agreement pursuant to the Act on Payment Services. The Bank and the Card Applicant and/or Card Holder have agreed that their mutual relationship shall be governed by the rules and conditions set out in these Business Terms and Conditions, and Sections 10, 11 and 12 shall not apply pursuant to Sections 29 and 42 of the Act on Payment Services, as well as Section 5(1) and Section 6, as well as the periods under Sections 15 and 16 of the Act on Payment Services, as well as Sections 38 and 39, Sections 40 and 41 of the Act on Payment Services, and the Bank is not obliged to inform about the changes regarding the use of the Card under Section 38(2) of the Act on Payment Services but the changes shall become valid immediately after being published. By acquiring or using the Card, the Card Applicant and/or Card Holder shall agree with such rules.

3. All contractual relations arisen between the Card Applicant and/or Card Holder and the Bank as of the effective date of the Business Terms and Conditions shall be governed by the Business Terms and Conditions, unless the Business Terms and Conditions provide otherwise. All contractual relations entered into by and between the Card Applicant and/or Card Holder and the original UniCredit Bank Slovakia a. s., Šancova 1/A, 813 330 Bratislava, Company ID: 00 681 709 (hereinafter referred to as "UniCredit Bank Slovakia") or banks whose legal successor is UniCredit Bank Slovakia as of 1st April 2007 until the effective date hereof shall be governed exclusively by these Business Terms and Conditions, unless these Business Terms and Conditions provide otherwise. The Card

Applicant and/or Card Holder shall also be deemed to have given consent to these Business Terms and Conditions if the Card Applicant and/or Card Holder performs any legal act in relation to the Bank or continues to receive products, with the situation making it clear that the Card Applicant and/or Card Holder wishes to continue in the relevant contractual relations with the Bank, or Card Applicant and/or Card Holder acts in a manner proving that Card Applicant and/or Card Holder has become familiar with the Business Terms and Conditions.

4. These Business Terms and Conditions come into force on **1st December 2013** and supersede in full extent the Business Terms and Conditions for Issuance and Use of Prepaid Gift Cards issued by UniCredit Bank Slovakia.

In....., on:

I hereby confirm in my own signature that I have received the Business Terms and Conditions, have familiarised myself with and agree to the same and I undertake to observe them.

First name and surname:

Birth Register No.:

Signature: