

BUSINESS TERMS AND CONDITIONS FOR ISSUE AND USE OF MAX CREDIT CARD

Article 1

Basic Provisions

1. The present Business Terms and Conditions for Issue and Use of Max Credit Card (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 Metropolitan 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 they regulate the legal relations between the Bank and its clients or other persons in relation to the issue and use of Max Credit Cards, namely in compliance with the valid legal regulations of the Slovak Republic.
2. The present Business Terms and Conditions constitute an inseparable part and determine part of the contents of the Card Agreement, as it is defined in Article 2 hereof, concluded between the Bank and the client in relation to the issue of a Max Credit Card. The Card Holder represents that he has acquainted himself with the contents of these Business Terms and Conditions and the GBT&C, and agrees to the same and undertakes to comply with them.
3. If the provisions of the present Business Terms and Conditions differ from the provisions of the relevant Agreement on the Issuance of Max Credit Card, the provisions of such an Agreement on the Issuance of Max Credit Card shall prevail.
4. For the contractual relation arising between the Bank as creditor and Credit Line Holder as debtor in relation with disbursement and repayment of the Credit Line, also provisions of the General Business Terms and Conditions for Execution of Bank Deals (hereinafter referred to as "GBT&C") shall be used as appropriate, unless provided otherwise in the present Business Terms and Conditions.

Article 2

Definition of Basic Terms

1. Capitalized terms used anywhere in the text of these Business Terms and Conditions, in the Application for Issue of Max Credit Card or in any other documentation connected with the Application for Issue of Max Credit Card and with the Card Agreement, shall have the meaning defined below in these Business Terms and Conditions, regardless of the fact whether they are mentioned in singular or plural, in capitalized initial letters or not, unless it is expressly excluded in these Business Terms and Conditions or in the agreements.

Authorised Payment Operation

Shall mean a transaction authorized by the Card Holder by entering the PIN or signature or password, or CVC or CVV, if the Card Holder executes the transaction as a MOTO transaction or Internet transaction without presence of the payment card or in other contractually agreed way. At the selected merchants (merchant type: hotel, car rental company, yacht rental company and other), also an additional increase of the transaction amount (max. to the amount of 15%) shall be considered as authorized operation; in such a case, the merchant is obliged to prove a written consent of the client to such an increase.

Authorised Payment Operation

is a payment card transaction the execution of which has been approved by the payer. Payer's approval of the transaction (payment operation) by a payment card shall be granted by entering one or more of the following personalised security elements (authorisation tools):

- a) PIN code
- b) hand-written signature
- c) CVC code or CVV code for transactions where the Card is absent, such as MOTO transactions or transactions on the Internet,
- d) authorisation tool under letter c) together with a 3D Secure code as a mandatory authorisation element in authorisation of payment card operations transaction on the Internet with a Merchant supporting 3D Secure and labelled by the Protective Logo, In the case of a PayPass/PayWave Transaction, an Authorised Payment Operation shall mean a Transaction authorised by the Card Holder by attaching the Card to a contactless POS terminal. In the case of selected Merchants (type of merchant - hotel, car rental, rental of yachts and other), also additional increase of the Transaction amount (up to 15%) is deemed as an Authorised Payment Operation. In such a case, the Merchant is obliged to prove the Card Holder's written approval of such increase.

Authorisation

means the granting of approval by the Card Holder to execute a payment operation. The Authorisation shall be irrevocable.

Transaction Authentication

is a procedure of the Bank in case of verifying security elements (PIN or signature or CVC or CVV or 3D Secure code) used for Authorisation.

Automated Teller Machine or ATM

Shall mean an electronic device with automatic verification of a Card, as well as of data about its Holder, labeled with a logo of the relevant international Card Company which (the device) enables the Card Holder to withdraw cash or other services by means of the Card with the use of the PIN code.

Blocked Card

Shall mean a Card for which the authorization for its use was suspended.

Cash Advance

Shall mean a transaction – cash withdrawal by means of the Card on a Bank's point of sale or at a merchant providing this kind of service.

Pricelist

Shall mean the Pricelist of Banking Services for Citizens, and/or the Pricelist of Banking Services for Corporates, and/or the Pricelist of Banking Services for Entrepreneurs and/or the Pricelist of Banking Services for Private Clients which is Published in accordance with the terms and conditions defined in the GBT&C and up-to-date at the time of maturity of the relevant Fee. The Pricelist is part of the Card Agreement.

CVC, CVV

Shall mean the security components used for the identification of a Card Holder in an environment without the Card presence (MOTO and Internet); these are the last three digits on the Signature Strip of the payment card.

Cycle

Shall mean the repeating period between two consecutive Closing Dates.

Due Date

Shall mean the day in a month determined by the Bank until which (inclusive) the Credit Line Holder is obliged to pay the Due Amount Installment; unless otherwise agreed in the Card Agreement, the Due Date shall be the 15th day following the Closing Date.

Clearing Date

Shall mean the day when the Due Amount Installment was credited to the Installment Account based on the data provided in the Statement.

Closing Date

Shall mean the day to which the Bank shall calculate the Due Amount for the last Cycle (i.e. for the period since the previous Closing Date), prepare and subsequently send a Statement to the Credit Line Holder; unless otherwise agreed in the Card Agreement, the 9th day of a calendar month shall be the Closing Date.

Available Balance

Shall mean the amount of funds the Card Holder is authorized to use for executing Transactions by Card. The amount of the Available Balance equals to the sum of the amount of unutilized funds of the Credit Line and the amount of funds credited in favor of the Installment Account.

Due Amount

Shall mean the total amount of Transactions executed by Card/Cards and the relevant interest and any fees for the last Cycle. The Due Amount shall be increased by the balance of unpaid sum from the previous periods.

Supplementary Max Card

Shall mean a Card issued by the Bank for the Supplementary Card Holder upon request and with consent of the Credit Line Holder, being a natural person, to the Card Account along with the Main Max Card; utilization of funds by the Supplementary Card is performed from the Main Max Card Credit Line; hereinafter referred to also as the "Card". The Supplementary Max Card delivered to the Card Holder after 25.1.2011 shall be governed by the provisions of Article 3 hereof.

Additional Services

Shall mean services to a Card which the Card Holder can utilize if he applies for such services and pays the relevant Fee (e.g. travel insurance, IAPA and the like).

Supplementary Card Holder

Shall mean a natural person for whom the Bank, based on the Credit Line Holder's consent, issues a Card for the execution of cashless payments for goods and services and cash withdrawals. If the term Card Holder is used in these Business Terms and Conditions, it shall also include the Credit Line Holder, unless stated expressly otherwise in the text.

Card Holder

Shall mean a natural person older than 15 years of age, in the name and surname of which the Bank shall issue a Card based on the Credit Line Holder's application, and who is authorized by the Credit Line Holder to use the Card for the execution of single Transactions on the account and responsibility of the Credit Line Holder. If the term Card Holder is used in these Business Terms and Conditions, it shall also include the Credit Line Holder, unless stated expressly otherwise in the text.

Credit Line Holder

Shall mean a contractual debtor of the Bank, namely a natural person who applied for the issuance of a Card for himself or for a third person as a Card Holder, and who was provided with a Credit Line by the Bank.

Password

Shall mean the personal identification password of a Card Applicant which has maximum 16 alpha-numerical characters selected by the Card Applicant and by the use of which the Card Applicant proves, along with the fulfillment of other conditions, his identity at a telephone communication with the Bank.

Main Max Card

Shall mean the max credit card of the Holder to whose Card Account there was issued, with his consent, another, i.e. supplementary max card for another Holder; hereinafter referred to as the "Main Card".

Cash Limit

Shall mean the maximum amount of funds which may be used by each Card Holder within the performance of cash Transactions during the determined period of time. Unless determined otherwise by the Bank or agreed otherwise with the Credit Line Holder, it shall apply that the Cash Limit available during the period of one calendar month corresponds with the sum of 25% of the Credit Line.

Gross negligence

Shall mean breach by the Card Holder of the obligations referred to in Article 3, Points 6 and 13, in Article 4, Points 4, 6, 10, 11, in Article 6, Points 2, 10, in Article 8, Point 2, in Article 9, Points 1, 2, 3 hereof.

Imprinter

Shall mean a mechanic device located at a Merchant on the basis of an agreement with the relevant bank, enabling the Merchant to accept Payment Cards for cashless payments authorized by Card Holder's signature.

Card Account

Shall mean the Bank's account designated solely for clearing of individual Transactions made by the Card/ Cards issued to the Account within the utilization of the Credit Line, including the interests, fees and payments of Due Amount Installments made by the Credit Line Holder.

Max Credit Card

Shall mean the payment instrument issued by the Bank to which the Bank provides the Credit Line and which is

due on a monthly basis in installments; it shall mean an international VISA payment card. The term "Max Credit

Card" shall also mean a "prepaid max card" and/or "supplementary max card" and/or the "main max card"; hereinafter referred to as the "max card and/or only as the "Card".

Max club

Shall mean a loyalty program for ST Customers; within the program, ST Customers who will become members of the club can enjoy various benefits and discounts provided by the ST, Bank and by other entities which will join the max club as Max Club Partners.

Max line

Shall mean a joint toll-free (for calls within Slovakia) telephone number: 0800 123 999 established by the ST for members of the max club or for those interested in the max club membership; consultancy about the Max Club Membership Conditions is provided at the telephone line.

Minimum Installment

Shall mean the amount determined by the Bank and expressed as a fixed amount or percentage of the Due Amount or of the Credit Line Amount which the Credit Line Holder is obliged to pay the Bank on a monthly basis, however, not later than on the determined Due Date. The amount of mandatory minimum installment and the exact date of its due date will be notified by the Bank to the Client by means of the Statement.

MOTO- mail order telephone order

Shall mean a transaction made on the basis of a telephone or written consent of the Card Holder and executed without a physical presence of the Card, namely by manual entering of the card number, expiry date and CVV or CVC.

Reserve Card

Shall mean a Payment Card with limited validity, issued by the Bank to the Card Holder in case of loss, theft, damage or failed delivery of the original Card. A Reserve Card delivered to the Card Holder after 25.1.2011 shall be governed by the provisions of Article 3 hereof.

Unauthorized Payment Operation

Shall mean a payment operation which does not meet any of the particulars of an authorized payment operation.

Merchant

Shall mean an entity accepting Cards as means of payment for the execution of payment for delivery of goods or services.

Renewed Card

Shall mean a Card issued with a new validity date upon expiry of the original Card. A Renewed Card delivered to the Card Holder after 25.1.2011 shall be governed by the provisions of Article 3 hereof.

Trademark Logo

Shall mean the logo of the MasterCard card company with the indication "MasterCard SecureCode" and of the VISA card company with the indication "Verified by VISA", that are used when paying for goods or services in the Internet environment.

PIN Code

Shall mean the numerical code notified exclusively to the Card Holder, which enables his identification within the use of the Card in electronic reading devices (in ATMs and in POS terminals).

Max Club Membership Conditions

Shall mean the Max Club Membership Conditions, as amended, issued by the ST. They regulate, in particular, the way and conditions of origin and cessation of the membership in the max club, the use of benefits connected with the max club membership, the "Volacia karta Global" service and the like.

Fees

Shall mean the fees determined in the Card Agreement, in other agreements, in the GBT&C and in the Pricelist, which (the fees) the Bank charges in the amount according to the Pricelist or in amount agreed differently between the Bank and the Account Owner.

POS terminal

Shall mean an electronic device placed at the Merchant, which enables the Merchant to accept Cards for cashless payments authorized by the PIN code or Card Holder's signature.

Acknowledgement

Shall mean an acknowledgement of the conclusion of the Card Agreement and/or an acknowledgement of acceptance of the Application for Issue of Supplementary Card. The Acknowledgement is part of the Card Agreement.

Prepaid Max Card

Shall mean the max card for which no Credit Line was approved by the Bank.

Event of Default

Shall mean any of the facts referred to in Article 9, Point 6 hereof.

Complaints Procedure

Shall mean the Bank's regulation regulating the procedures for accepting, registration and handling of complaints; the Bank is entitled to modify the regulation and inform the Client about changes thereof by Publication. The Complaints Procedure is part of the Card Agreement.

Complaints Protocol

Shall mean the form, on which the Credit Line Holder or Card Holder submits his complaint in relation to a transaction executed by Card.

Due Amount Installment

Shall mean a regular monthly installment of the drawn loan. The amount of individual monthly installments is optional. However, the Credit Line Holder is obliged to pay the Due Amount Installment at least in the amount of the Minimum Installment.

Installment Account

Shall mean the Bank Account in favor of which the Credit Line Holder shall pay the Due Amount Installment in cashless form or in cash not later than on the Due Date, however, at least in the amount of the Minimum Installment determined by the Bank.

ST

Shall mean the company Slovak Telekom, a.s. with its registered office at No. 6 Námestie slobody, 817 62 Bratislava, Company's Registration No.: 35 763 469, registered with the Companies Register of the District Court Bratislava I, section Sa, insert No. 2081/B.

Transaction

Shall mean any payment operation executed by Card.

UniTel

Shall mean a Bank's service being provided by the Bank in the form of the telephone line No. 0800 180 180 (tollfree line for calls within the Slovak Republic) or telephone line No. +421 44 5476 870 (for calls from abroad) for Card Holders or for applicants for the issuance of a Card; by means of the service (a) there is provided guidance concerning these Business Terms and Conditions; and (b) the Card Holder is entitled to perform some actions towards the Bank connected with the Card; (c) the Credit Line Holder is entitled to perform transfer of funds from the Card Account under the terms and conditions determined by the Bank.

Credit Line

Shall mean the maximum amount up to which the Bank shall provide the Credit Line Holder with a revolving loan which is registered on the relevant Card Account and which may be utilized by means of the Card.

Statement

Shall mean a report on clearing for the last finished Cycle which contains, in particular, a written list of Transactions and Fees and interests.

ST Customer

Shall mean a natural person which concluded a Connection Agreement with the ST on the basis of which the person is using the public electronic communication service of the ST.

Card Agreement

Shall mean an agreement in whatsoever form on the basis of which there originated or will originate between the Bank and the Credit Line Holder, who is a natural person – non-entrepreneur, the contents of which is determined by the contents of the Application, by the contents of the Acknowledgement of Card Agreement Conclusion, these Business Terms and Conditions and GBT&C; origin of the Card Agreement is the moment of Application approval.

Cancelled Card

Shall mean a Card whose validity was terminated by the Bank before expiry of the validity period stated on the Card.

Application

Shall mean an Application for Issue of Max Credit Card and/or Application for Issue of Supplementary Max Card. These Business Terms and Conditions constitute an inseparable part of the Application.

Card Applicant

Shall mean the natural person which will submit the Bank a proposal for the conclusion of a contractual relationship in the form of an Application. Unless agreed otherwise, the Card Applicant is at the same time the future Credit Line Holder.

3D Secure Code

is an authorisation code delivered by a text message to the telephone number specified by the Card Holder by which the Card Holder compulsorily authorises the Internet transaction with the Merchant supporting 3D Secure and labelled by the Protective Logo.

Article 3**Conditions of Issue and Use of Renewed Card, Reserve Card and Supplementary Max Card**

1. The provisions hereof which apply to the cooperation between the Bank and ST shall not apply to the holder of a Renewed Card, Reserve Card and Supplementary Max Card delivered to the Card Holder after 25.1.2011.

Article 4**Takeover and Safekeeping of the Card and PIN Code**

1. The Bank allows the Card Holder to take over the Card along with the Acknowledgement (a) at the relevant Point of Sale in person and along with the PIN Code; or (b) via delivery to the Card Holder's correspondence address in the form of a mail matter; the mail matter containing the Card shall be delivered separately from the mail matter containing the PIN Code. The method of delivery is agreed between the Bank and the Card Holder in the Application.
2. If the Credit Line Holder asks the Bank for the issuance of a Supplementary Max Card for the Supplementary Card Holder, the Bank shall deliver such a Card along with the Acknowledgement directly to the Supplementary Card Holder, namely after approval of the application for Supplementary Max Card issuer.
3. If the method of takeover of the Card is agreed as a takeover in person at the Bank's Point of Sale, it shall apply that if the Card Holder fails to take over the Card within 2 months after the issuance of the Card, the Bank can cancel such a Card.
4. The Card Holder shall be liable for any potential loss since the moment of takeover of the mail matter containing the Card and/or PIN Code. Upon takeover of the mail matter, the Card Holder is obliged to check its intactness. If the mail matter shows any signs of damage, the Card Holder is obliged to require a confirmation of damaged mail matter from the carrier and to immediately inform the Bank about that.
5. The Bank shall always issue the Card in the name of the Card Holder, where the Card Holder can be the Credit Line Holder and/or a third person authorized by him.
6. The Card is the possession of the Bank, it is non-transferable and the Card Holder is not authorized to grant consent for the use of the Card by other persons. The Bank is entitled to require return of the Card during its validity or upon expiry of its validity, even without giving any reasons.
7. The Credit Line Holder is responsible for proper familiarization of the Card Holder with these Business Terms and Conditions, in particular, with the principles of safe use of the Card, in the time of takeover/delivery of the Card.
8. For security reasons, the Max Card is blocked after its issue. The Max Card Holder is obliged to perform activation of the max card over the phone by means of UniTel and in the way determined by

the Bank, namely without undue delay, however, not later than within two months after delivery of the Acknowledgement of Card Agreement Conclusion. Upon expiry of the above-mentioned deadline, the Bank shall be entitled to cancel the Max Card. The Max Card shall be usable not later than on the next business day after valid activation. By activating the Max Card, the Card Holder repeatedly expresses his consent to single provisions of the Card Agreement, Pricelist, Business Terms and Conditions and General Business Terms and Conditions which constitute an inseparable part of the Card Agreement.

9. The Card Holder is obliged to sign the Card in his own hand on the signature stripe on the back of the Card, namely immediately after its takeover. Depending on the type of the Card, the Card Holder's signature is used for the authorization of Transactions executed by the Card. The Credit Line Holder shall be liable for meeting this obligation, as well as for potential consequence due to the failure to meet the condition.
10. The Card Holder may not disclose his PIN Code to any other person and is obliged to destroy the mail matter containing the PIN code immediately after its receipt and familiarization with the PIN Code. The Card Holder is obliged to secure confidentiality of the PIN Code, to prevent its disclosure to another person, not to record the PIN Code in any form or to keep it in any way. The Credit Line Holder shall be fully liable for any damage suffered by him and/or by the Card Holder due to any breach of the obligations stipulated in these Business Terms and Conditions.
11. A Max Card is issued for 3 years. A Max Card shall expire upon expiry of the last day in the month and year indicated on the Max Card. The Client may not use the Max Card after its expiry and is obliged to return the Max Card to the Bank without undue delay.

Article 5

Conditions for Loans

1. The Bank shall open a Card Account on the basis of the Card Agreement. On the Card Account, there shall be recorded the Bank's Receivable and the corresponding liability of the Credit Line Holder originating from the utilization of the Credit Line.
2. If the amount of the authorized Credit Line is exceeded, the Bank is entitled to block and/or cancel the Cards issued to the Card Account.
3. The Bank shall prepare a Statement for the Credit Line Holder specifying the Minimum Installment and the total Due Amount from the Credit Line as at the Closing Date. Failure to deliver the Statement does not exempt the Credit Line Holder from the liability to pay the Minimum Installment. The Credit Line Holder may obtain information about the amount of the Minimum Installment at the UniTel telephone number 0800 180 180, telephone number for calls from abroad: +421 2 44 5476 870 or through other electronic banking services.
4. Unless provided otherwise in the Card Agreement, the Credit Line Holder undertakes to pay the Minimum Installment calculated as at the Closing Date always until the following Due Date, at the latest, however, not sooner than one day after the Closing Date.
5. The Due Amount Installment is paid in time, if it is credited to the Installment Account not later than on the Due Date, namely with specification of the correct variable symbol which is composed of the last ten digits of the Card number. The Credit Line Holder is entitled to pay the Due Amount by a cash deposit or cashless transfer of funds from another account in favor of the Installment Account or by means of a collection. Payment of the Due Amount Installment by means of a postal order is not permitted.
6. If the Due Date falls on a day, which is not a Bank business day, the Credit Line Holder is obliged to pay the Due Amount Installment not later than on the previous Bank business day before the Due Date.
7. If the Credit Line Holder applies for Card repayment in the form of a collection order, he shall be obliged to secure sufficient funds needed for the collection of the Due Amount Installment, namely on his Current Account in relation to which he granted the Bank his consent to collection (collection account) in the Application. In the case of payment of the Due Amount Installment in form of collection, the Credit Line Holder's monetary obligations shall be payable in cashless form to the debit of the Current Account (collection account) without any further instruction of the Credit Line Holder, namely in the first

order of his payments. The Bank is entitled to make the collection of the Due Amount Installment from the Current Account, even repeatedly. The Bank will not execute partial payment of the Due Amount Installment in form of collection (e.g. due to lack of funds on Current Account – collection account).

8. Upon payment of the Due Amount Installment, the Bank shall renew the Credit Line on the day when the Due Amount Installment will be credited, however, not later than on the next business day after the day of crediting to the Installment Account, namely up to the amount of the agreed Credit Line reduced by the unpaid Due Amount and by the Transactions and Fees processed in the period between the Closing Date and the payment day.
9. For the drawing of funds from the Credit Line, the Credit Line Holder undertakes to pay the Bank interests determined according to the Interest Rate Published by the Bank. Due to changes of the Bank's business policy or in connection with the development of the legal environment or on the basis of changes on the money and capital markets or based on changes on the banking market, the Bank shall be entitled to change the Interest Rate unilaterally to what the Card Holder expresses his consent. The Bank shall inform the Card Holder about any change of the Interest Rate for the determination of interests and default interests by Publication. The Credit Line Holder shall be entitled to withdraw from the Card Agreement in the case of any change of the Interest Rate. The written withdrawal from the Card Agreement shall be delivered to the Bank in form of registered mail matter, namely not later than on the day preceding the day when the change of the Interest Rate takes effect. If the Credit Line Holder does not withdraw from the Card Agreement within the deadline mentioned in the previous sentence of these Business Terms and Conditions, it shall be deemed that he agrees with the relevant change of the Interest Rate and is bound by the change.
10. The Bank calculates interests on the Closing Date as follows:
 - a) the Bank shall charge no interest if the total Due Amount is paid not later than on the Due Date;
 - b) the Bank shall charge interest on the unpaid Due Amount since the Due Date until the day of next payment if not later than on the Due Date there is paid an amount lower than the Due Amount and equal or higher than the specified Minimum Installment; the Due Date until the next clearing,
 - c) if not later than on the Due Date there is paid an amount lower than the specified Minimum Installment, the Bank shall charge default interest on the sum that equals to the difference of the Minimum Installment and the sum actually paid, namely for the period from the Due Date until the day of payment of the Minimum Installment;
 - d) if at the Due Date the Credit Line Holder does not pay the Due Amount Installment at all, the Bank shall charge default interest on the amount that equals to the Minimum Installment, namely for the period from the Due Date until the day of payment of the Minimum Installment.
11. If the paid amount is higher than the Due Amount, the Bank shall pay no interest on the credit balance of the Card Account.
12. The Credit Line Holder gives his consent to the Bank that, in the case of failure to pay the Due Amount duly and on time, the Bank shall debit funds up to the Due Amount or part thereof from any of his Accounts maintained by the Bank (Bank's collection right).
13. Unless determined otherwise by the Bank, the appurtenance of the Bank's Receivable shall be set off primarily against the Credit Line Holder's receivables and thereafter there shall be set off the principal. The Bank is also entitled to include such mutual receivables of which any of them is not mature yet or is lapsed, as well as receivables which may not be submitted to a court.
14. If the set-off is made against the Credit Line Holder's Deposit or receivable in another currency than the currency of the Credit Line, the exchange rate "foreign exchange – buy" of the currency of the Credit Line Holder's receivable declared by the Bank shall be used for currency conversion of the Credit Line Holder's receivable. The provisions of the Card Agreement regarding payment of monetary obligations of the Credit Line Holder from any of his Accounts and regarding other satisfaction of Bank's Receivables to the debit of the collection account or receivable of the Credit Line Holder shall amend or modify the Agreement or other similar contract as appropriate and they shall take precedence over the arrangements contained in the Agreement. Application of the provision of § 361 of the Commercial Code is excluded.

15. The Prepaid Card Holder undertakes to immediately pay the Bank the funds he drew over the limit of the Available Balance on the Card Account. If the Prepaid Card Holder does not pay the funds he drew over the limit of the Available Balance on the Card Account or part thereof, the Bank shall be entitled to apply default interest on the relevant due amount.
16. On the basis of an Application for Issue of Supplementary Max Card, the Bank can issue supplementary max cards to an existing Card Account. The Application for Issue of Supplementary Max Card shall be signed by the Credit Line Holder and the Supplementary Max Card Applicant. The Supplementary Max Card Applicant must meet the following conditions: (a) natural person, (b) at least 15 years of age, (c) citizen of the Slovak Republic with permanent residence in the Slovak Republic or an alien holding a permit for permanent or temporary residence in the Slovak Republic. The amount of the Credit Line of the supplementary max card corresponds with the amount of the Credit Line of the main max card. The maximum amount of funds that are available for the Holders of Max Cards issued to one Card Account (main and supplementary cards) shall equal to the amount of the Credit Line of the main max card issued to the Card Account.
17. The Client can ask the Bank for change of the approved Credit Line or for the assignment of a Credit Line.
18. The Bank shall be entitled to anytime change the amount of the Credit Line. The Bank shall inform the Credit Line Holder about that step in writing.
19. The following assumptions have been used for the calculation of annual percentage rate:
 - The total amount of the Credit Line is deemed drawn immediately and in full by the most common type of a mechanism for drawing of funds.
 - The Credit Line will be repaid in twelve identical installments on a monthly basis within one year.
 - The maximum amount of the Credit Line is EUR 1,500.

Article 6

Use of the Card

1. The Card Holder is entitled to use the Card during its validity only. The Card validity shall expire upon lapse of the last day of a month in the year indicated on the Card. The Card Holder shall be obliged to immediately return the Card to the Bank upon expiration of its validity. The Credit Line Holder shall be liable towards the Bank for return of all Cards issued to the Card Account, regardless of the fact for who the Card was issued and by whom it was used. If the Credit Line Holder applies for an automatic issue of a Renewed Card for himself or for any Card User and the Bank accepts his application, the Bank shall automatically issue the Renewed Card in the last month of the Card validity; the Renewed Card shall be valid for the next period. The Bank shall not issue the Renewed Card automatically if the Credit Line Holder informs the Bank, not later than six weeks before the expiry of the Card validity, that he is not interested in the Renewed Card. The Bank shall be entitled, at its own discretion, to refuse to issue the Renewed Card for the Card Holder.
2. The Card Holder is obliged to observe all the measures necessary to prevent any misuse of the Card, in particular, to keep the Card in a safe place separately from personal documents and identity papers and to protect the Card against mechanical damage and against the effects of any influence due to which the record on the Card's magnetic stripe could be destroyed. Other measures to maintain security are detailed in the Manual for Card Holders which forms a part of the Card Agreement. The Card Holder shall be liable for the way of submitting the Card to a Merchant upon payment for goods and services, in particular, as the case may be, he shall not allow losing of visual control over the Card when using the Card; the Credit Line Holder shall be fully responsible for any losses suffered by the Credit Line Holder and/or by the Bank due to any breach of the above-mentioned obligations by the Card Holder.
3. In case of damage to the Card, the Card Holder shall be obliged to notify this fact to the Bank without undue delay and to return the damaged Card to the Bank. On the basis of a written or telephone request of the Card Holder or Credit Line Holder, the Bank shall be entitled to issue a Reserve Card at its own discretion. The Credit Line Holder shall be fully responsible for any losses suffered by the Credit Line Holder and/or by the Bank due to any breach of the above-mentioned obligations by the Card Holder.

4. If within the execution of a Transaction an incorrect PIN Code is entered more than three times during one day, the Card functionality is automatically temporarily restricted for security reasons (suspicion of misuse of the Card). If this last Transaction is executed in an ATM, the Card shall be retained by the ATM.
5. If the Card is retained by an ATM at the point of sale of the Bank or another bank, the Card Holder can collect the Card in the time specified by the Bank.
6. If the Card is retained by an ATM due to Card blocking, the Bank or other bank shall not release the Card. If the Card is retained by an ATM abroad, the Card Holder acknowledges that according to the rules of card companies the retaining institution is obliged to destroy the Card.
7. The Bank can suspend, change or cancel individual authorizations for the execution of Transactions by Cards. The Bank shall be also entitled to exclude some types of Transactions by Cards; the Bank shall notify its decision to the Card Holder or to other affected persons or shall Publish such a decision.
8. The Card Holder is entitled to dispose of the Credit Line funds by means of the Card only up to the amount of the permitted Credit Line if there are considered cashless transactions or up to the amount of the Cash Limit if there are considered cash transactions.
9. If the Card is used for a cash withdrawal in ATMs, the Card Holder shall authorize the Transaction by entering the PIN Code. If Cash Advance is to be paid at Payment Places, in addition to the Card the Card Holder is obliged to submit also his valid identity document. In the case of cashless payment for goods and services at Merchants, the Card Holder shall authorize the Transaction according to the type of the Card, namely either by entering the PIN Code or by signing the proof of executed Transaction in compliance with the signature specimen on the Card. By authorization according to the previous sentence, the Card Holder verifies the contents and the amount of the Transaction made by the Card. If the exact amount of Transaction is not known at the moment when the Card Holder gives consent to the Transaction, the Bank may block funds in the Card Holder's Account only if the Card Holder gave a consent to the exact amount of funds to be blocked. The Bank shall release the funds blocked in the Card Holder's Account forthwith after receiving the information about the exact amount of the Transaction.
10. The Card Holder can make Transactions by means of Internet only on such Internet sites which are marked with the Trademark Logo, certified and secured by the so-called 3D Secure Code – unique password for making safe internet transactions. If the Card Holder makes a Transaction on a web site not marked with the Trademark Logo, his Card data may be misused.
11. Upon request of a Merchant who is accepting Cards for cashless payments for goods and services, the Card Holder shall be obliged to submit a valid identity document for the purpose of his identification. The Card Holder takes into account that the Merchant is entitled to retain a Blocked, Cancelled or invalid Card.
12. The Bank shall not be liable for any loss suffered by the Card Holder due to refusal of the Merchant to accept his Card. The Bank shall not be liable for the extent and quality of goods and services for which it was paid by the Card.
13. If upon a cash withdrawal from an ATM the Card Holder is not provided with the required cash despite the fact that the Transaction wasn't refused or due to the fact that the ATM retained the Card, the Card Holder shall be obliged to notify this fact to the relevant bank operating the ATM or to the Bank, namely without undue delay.
14. In order to increase the safety of Transactions by means of Cards and in the interest of decreasing the risk connected with the use of Cards and with the repayment of Credit Line, the Bank can offer the Credit Line Holder, in accordance with special regulations, to mediate for him conclusion of an insurance policy with the insurance company of the Bank's choice for the covering of a selected risk, namely anytime after the issuance of the Card.

Article 7

Clearing of Transactions

1. The Bank shall clear all the Transactions made by the Card to the debit of the Card Account, namely not later than within the deadline determined by the Bank according to the business practice and upon obtaining of the necessary information. For the period since execution of the Transaction until its clearing, the available amount of the Credit Line shall be reduced by the amount of such a Transaction.
2. All cash and cashless international Transactions executed by Cards shall be recalculated from the original currency to the clearing currency being EUR at the reference rate of card companies. The Reference Rate is displayed in the Statement. Every transaction in the statement and the related fee has an identical reference number.
3. Exchange-rate differences originating due to different rates on the day of Transaction execution and the day of clearing the Transaction shall be cleared to the debit or credit of the Credit Line Holder.
4. On the Closing Date, the Bank is entitled to clear to the debit of the Card Account the interests and Fees, as well as any potential costs and losses suffered by the Bank in connection with the use of Cards issued to the relevant Card Account and, in particular, due to failure to observe or due to breach of the Card Holder's obligations following from these Business Terms and Conditions.
5. The Bank shall inform the Credit Line Holder about the executed and cleared Transactions in a Statement, namely on a monthly basis in electronic or printed form, always after the Closing Date. The Bank does not send the Statement upon declaration of early maturity of the Credit Line.
6. The Statement shall contain the following data, in particular:
 - a) Card Holder's identification;
 - b) the type of Card;
 - c) the date of preparation of the Statement and due date of the Due Amount;
 - d) the amount of mandatory Minimum Installment;
 - e) the total Due Amount that equals to the sum of:
 - ea). the funds drawn from the Credit Line;
 - eb). interests and Fees; and
 - ec). the funds drawn in excess of the Available Balance (unauthorized overdraft);
 - f) the Due Date of the Minimum Installment;
 - g) identification of single Transactions executed in the last Cycle, including details (date and place, original Transaction amount);
 - h) opening balance and closing balance on the Card Account after clearing of all the Transactions listed in the statement;
 - i) the Installment Account's number to the credit of which the Due Amount or the Minimum Installment is being paid and the variable symbol for payment identification;
 - j) abbreviated Card number;
 - k) the amount of the collected sum.

Article 8

Complaints

1. The Credit Line Holder is obliged to check all the cleared Transactions upon receipt of the statement from the Card Account. If after a consistent check of the statement the Credit Line Holder declares any of the Transactions as unauthorized or incorrectly executed, he shall be obliged to submit the Bank a written complaint of the relevant Transaction without undue delay.
2. If the Card Holder or Credit Line Holder receives to the mobile phone number provided by him an information text message about authentication of a transaction made by the Card and he is not aware of making the transaction, then he is obliged to ask for blocking the Card as soon as possible, namely in the way referred to in Article 9, Points 1 and 2 hereof.
3. When filing a complaint, the Credit Line Holder shall be obliged to provide all the information about the

claimed Transaction which may help the Bank to solve the complaint as soon as possible. If he claims that he did not make the payment operation, then he shall state this fact in the Complaints Protocol and confirm it in own hand. In the case of Unauthorized Payment Operation, the Credit Line Holder shall submit the Bank, along with the Complaints Protocol, also a signed declaration on word of honor that he hasn't made the Transaction nor he has gave consent to the Transaction; at the same time, he shall be obliged to physically deliver the Card to the Bank.

4. The terms and conditions for filing complaints, the procedures of solving complaints and the deadlines for solving complaints are governed by the Complaints Procedure Published by the Bank. The Credit Line Holder may file a complaint at any of the Point of Sale of the Bank.
5. Within the framework of solving complaints regarding cleared Transactions, the Bank shall follow the generally binding legal regulations valid in the territory of the Slovak Republic and binding regulations of card companies for solving problematic Card Transactions.
6. The Bank shall be entitled, within its authority, to execute further verification of the complaint; the Bank shall inform the Credit Line Holder about the method of complaint solving within the deadline determined by the Complaints Procedure.
7. The Bank shall not recognize a complaint regarding a Transaction which the Card Holder determined as unauthorized if, in particular:
 - a) the Card Holder committed Gross Negligence; or
 - b) the Transaction was authenticated; or
 - c) the Transaction for goods and services was executed based on a telephone, fax, internet or mail order which was executed on an accounting document without signature or without the use of the PIN Code; in such a case, the Card Holder or Account Owner may not apply complaint of the Transaction towards the Bank. The Card Holder may only apply such a complaint directly at the Merchant through which he made the relevant Transaction.
8. The Credit Line Holder shall bear the loss up to the amount of EUR 50 which is connected with Unauthorized Payment Operation and which is caused by using a lost or stolen Card or by misuse of a Card by an unauthorized person due to negligence of the Card Holder in relation to safekeeping of the security components, unless provided otherwise in other provisions of these Business Terms and Conditions.
9. The Card Holder shall bear any losses connected with Unauthorized Payment Operations, if these are caused by his fraudulent actions, intentional failure to meet one or several obligations hereunder or by failure to meet one or several obligations hereunder due to his Gross Negligence. In such a case, the provision of the previous Point shall not apply.
10. If the Credit Line Holder fails to file his complaint with the Bank within the deadline specified in the Bank's Complaints Procedure, it shall be deemed that he agrees with the executed Transactions and with the data provided in the Statement from the Card Account; his entitlement to be compensated for potential damage shall cease to exist.
11. The Bank shall bear no responsibility if a Merchant, bank, exchange office, ATM or another person or institution rejects to execute a Transaction by Card and shall bear no liability for any loss suffered by the Card Holder due to the circumstances caused by the influence of force majeure.

Article 9

Loss, Theft, Blocking of Card, Early Maturity of Credit Line

1. The Card Holder shall be obliged to report to the Bank about any loss, theft, as well as justified suspicion of Card misuse without undue delay, namely in person at any Point of Sale or over the phone at UniTel or at the relevant authorization center (First Data Slovakia, s.r.o.) over the phone, phone No.: +421 2 6828 5777 or by fax to: +421 2 6241 2855. Personal report is deemed to be such a report about which a record is prepared in the Bank.
2. When reporting a loss, theft or justified suspicion of Card misuse, the Card Holder shall be obliged to provide data according to which the relevant Card can be identified, i.e. the first name and surname

of its Holder in the same wording as indicated on the Card, Card number and Password. At the same time, the Client is obliged to provide the Bank with information concerning the loss, theft of the Card, or indicating the possibility of Card misuse.

3. In case of Card theft, the Card Holder is obliged to report the theft to the relevant police authority and require record of the theft report. The Card Holder shall be obliged to provide the Bank with any available information about the circumstances of the Card loss, theft or misuse.
4. The Bank shall be entitled to block the Card at its own discretion also based on a request of a third person, namely provided that such a person gives the Bank a credible reason for the Card blocking. In such a case, the Bank shall not be liable for unauthorized Card blocking and for potential damage suffered due to that by the Credit Line Holder or Card Holder.
5. If the report referred to in Point 1 above is filed by the Card Holder, the Bank shall issue the Card Holder with a Reserve Card with the same validity as was the validity of the blocked original Card provided that there was no breach of these Business Terms and Conditions by the Card Holder and the Card Holder does not refuse issue of the Reserve Card upon blocking of the Card. For issuance of the Reserve Card, the Bank shall be entitled to charge a fee according to the Pricelist. The Bank shall send a new PIN code to the Reserve Card.
6. The Bank shall be entitled to block the Card or all Cards issued to the Card Account, even without the Credit Line Holder's or Card Holder's request, namely for the reasons connected with:
 - a) safety of the Card;
 - b) for reasons of suspicion of unauthorized or fraudulent use;
 - c) due to increase of the financial insolvency risk or if the Transaction executed by the Card results in exceeding of the Credit Line or authorized Cash Limit for the Card use;
 - d) if the Credit Line Holder is in default with the fulfillment of his due monetary obligations or other obligations towards the Bank following from the Card Agreement or any other agreement concluded with the Bank or if the Credit Line Holder is in default with the fulfillment of monetary obligations towards any other creditors, or if the Credit Line Holder breaches his statement or any other obligations towards the Bank hereunder or under the Card Agreement;
 - e) if the Bank learns in a trustworthy way about filing a bankruptcy petition or about a motion to permit restructuring with regard to the Credit Line Holder's property or that the Credit Line Holder started liquidation or that an execution proceedings is being conducted with regard to the property of the Credit Line Holder;
 - f) if the Bank learns in a trustworthy way that a considerable deterioration occurred in the Credit Line Holder's property relations (e.g. start of execution proceedings);
 - g) if the Credit Line Holder or Card Holder provides the Bank with incorrect information, including data about a special relationship with the Bank according to special regulations, or misleads the Bank by providing the Bank with incorrect data, by failure to provide data or in any other way influencing the Bank's decision on the issue of the Card or approval of the Credit Line;
 - h) if the Credit Line Holder becomes insolvent or declares or admits that he is not able to settle any monetary obligation towards the Bank within its due date;
 - i) if the Bank files a complaint against the Credit Line Holder, if he is arrested or starts execution of a punishment of imprisonment;
 - j) if the Credit Line Holder – natural person dies or is declared dead and at the same time no other agreement is made between the Bank and his heirs without undue delay;
 - k) if the security for the Bank's receivable deteriorates (if established) and the Credit Line Holder fails to adequately supplement the security upon Bank's request or fails to meet his due obligation towards the Bank within the determined deadline. The Bank shall inform the Credit Line Holder about blocking of the Card.
7. If some of the conditions referred to in Point 6 herein occurs, the Bank shall be entitled, at its own discretion:
 - a) to cancel the Card and thereby permanently disable its use; or
 - b) to decrease or cancel the approved Credit Line; or

- c) to modify the Cash Limit for the given Card; or
 - d) to terminate the Card Agreement; or
 - e) to declare early (extraordinary) maturity of the Credit Line.
8. Upon declaration of early (extraordinary) maturity of the Credit Line, the Credit Line Holder's obligations become payable before the time of fulfillment agreed in the Card Agreement, namely on the day determined by the Bank in its written notice to the Credit Line Holder in which the Bank declares that it requires one-off settlement of the full Due Amount due to some of the reasons mentioned above.
9. The Credit Line Holder acknowledges and agrees that the Bank will place the Blocked Card on the so-called stoplist and thus prevent its potential misuse, namely at its own discretion and also without consent or request of the Credit Line Holder and/or Card Holder.
10. Unless otherwise agreed, after blocking or cancelation of the Card the Bank shall not be obliged to issue the Card Holder with a Reserve Card.
11. The Bank shall unblock the Card upon a written request of the Credit Line Holder, if the Card Holder asked for Card blocking. The Bank shall not be obliged to satisfy the request for cancellation of Card blocking, if it assumes that the reason due to which the Card was block still continues.

Article 10

Liability for Loss

1. The Credit Line Holder shall be liable towards the Bank for all the Bank's receivables which arose in connection with the use of the Card or in connection with its use by any Card Holder.
2. The Credit Line Holder shall be liable for the fact that all the Transactions made by means of the Card are in compliance with generally binding legal regulations valid in the territory of the Slovak Republic. The Credit Line Holder shall be also liable for the use of the Card in compliance with generally binding legal regulations of the state where the Card Holder executed or wants to execute a Transaction by the Card.

Article 11

Fees

1. The Credit Line Holder shall be obliged to pay the Bank Fees for the services connected with the Card according to the Pricelist valid on the day of execution of the charged operation and/or stipulated in the Card Agreement.
2. Unless otherwise agreed between the Credit Line Holder and the Bank, the Fees shall be payable as at the day stated in the Pricelist and, if the Pricelist does not contain such an information, then they shall be payable on the day of execution of the charged operation.
3. The Bank shall be entitled to change and/or amend the Pricelist, namely due to changes of the Bank's business policy or in connection with the development of the legal environment or on the basis of changes on the money and capital markets or based on changes on the banking market. The Bank shall be obliged to inform the Credit Line Holder about the change of the Pricelist by Publication within the deadline determined by the relevant legal regulations, namely before the change takes effect. In the case of significant increase of the fees and prices of items in the Pricelist, the Credit Line Holder shall be entitled to withdraw from the Card Agreement; the written withdrawal from the Card Agreement shall be delivered to the Bank in the form of registered mail matter not later than on the day preceding the effective day of the change of the Pricelist. If the Credit Line Holder does not withdraw from the Card Agreement within the deadline referred to in the previous sentence, then it shall be presumed that he agrees with the relevant change of the Pricelist and is bound by the change.
4. The Credit Line Holder declares that he is aware of the fact that he can also sustain other expenses in connection with the Card Agreement which he will be obliged to pay to third parties and whose amount is determined by the generally binding legal regulations or by an agreement between the Credit Line Holder and the third party.

Article 12**Special Obligations and Representations of the Credit Line Holder**

1. By signing the Card Agreement, the Credit Line Holder declares and assures the Bank that:
 - a) he is fully capable of entering into legal transactions;
 - b) all the documents he submitted to the Bank in connection with entering into the Card Agreement are authentic and true;
 - c) no bankruptcy was declared or settlement was permitted with regard to his property;
 - d) he is not in delay with the fulfillment of his obligations towards other creditors;
 - e) there is conducted no lawsuit or any other judicial or administrative proceeding that could influence validity of the Card Agreement or ability of the Credit Line Holder to meet his obligations arising from the Card Agreement (e.g. proceeding regarding legal capability of the Credit Line Holder, enforcement of receivables by other creditors, execution proceedings and the like);
 - f) the Card Agreement has been duly signed on behalf of the Credit Line Holder and establishes a valid and legally binding obligation for the Credit Line Holder which is enforceable in compliance with the terms and conditions of the Agreement;
 - g) he is not a person with special relationship with the Bank according to the relevant provisions of the Act on Banks. This representation shall be deemed true and repeated upon every execution of a deal. The Credit Line Holder undertakes to inform the Bank without undue delay that there has occurred a circumstance based on which he becomes a person with special relationship with the Bank according to the Act on Banks; he takes into account the consequences of failure to inform the Bank as mentioned above, where the consequences are determined by the Act on Banks;
 - h) he is not a politically exposed person according to the valid generally binding legal regulations. This representation shall be deemed true and repeated upon every execution of a deal. The Debtor undertakes to inform the Bank without undue delay about any change of his data resulting in him becoming a politically exposed person.
2. The Credit Line Holder represents that for the deals which lie in the fulfillment of the obligations under the Card Agreement he will use only funds which are his ownership and that he will execute such deals on his own account. The Credit Line Holder also undertakes that if funds possessed by another person are to be used in a deal which lies in the fulfillment of the obligations under the Card Agreement or if such a deal is to be made on the account of another person, he will submit the Bank a written declaration stating the name, surname, birth register number or date of birth and permanent address of the natural person or business name, registered office and Company ID, if assigned, of the legal entity which has the ownership title to such funds or on whose account such a deal is to be executed. In such a case, the Credit Line Holder shall be obliged to deliver the Bank also a written consent of the affected person to the use of its funds for the execution of the deal or to the execution of the deal on its account.
3. The Credit Line Holder agrees that the Bank will provide the banking information about the Credit Line Holder's loan conditions to a third person which provided security.
4. The Card Holder confirms that he has been acquainted with his rights in the field of protection of rights of affected persons resulting from the Act on Personal Data Protection.
5. The Card Holder agrees that the Bank and third persons, whom the Bank has provided with personal data, will process these personal data in the extent and for the purpose resulting from their legal position and for the period of maximum 10 years after termination of the last contractual relationship with the Card Holder.
6. The Credit Line Holder declares for the Bank that he extends the limitation period for receivables and other rights of the Bank arising from the Card Agreement to the period of 10 years since the time when it started to pass for the first time.
7. The Credit Line Holder declares that he has acquainted himself with the Pricelist and agrees to the same.
8. The Bank shall be entitled to declare an extraordinary maturity of the Credit Line, if the Card Holder cancels any of the consents granted in this Article or in the relevant Article of the GBT&C, or if it turns out

that the data or representations of the Credit Line Holder provided in the application or Card Agreement are false, including the data about a special relationship with the Bank according to a special regulation.

Article 13

Communication and Delivery

1. A mail matter containing an acknowledgement of Card Agreement conclusion shall be deemed delivered in the moment of its actual delivery to the Credit Line Holder.
2. Unless otherwise agreed, the Credit Line Holder or the Card Holder shall communicate with the Bank over the phone via UniTel.
3. Within the telephone communication which takes places after effective activation of the Card, the Credit Line Holder or the Card Holder shall be obliged to prove his identity by providing the name, surname and birth register number, the last four digits of the Card number, Password and to provide the Bank also with other data necessary for the execution of the action required by the Card Holder. If the caller provides the Bank with all data referred to in the previous sentence correctly, the Bank shall not be obliged to further examine whether the caller is the authorized Card Holder or not. The Bank shall be entitled not to allow telephone communication in the case of suspicion of misuse of this service, as well as after three unsuccessful attempts on verification of the Card Holder's identity.
4. Written form is required for the following legal actions of the Card Applicant or Card Holder towards the Bank: (a) Application (b) termination of the Card Agreement, (c) Application of the Credit Line Holder for cancellation of a Supplementary Card, (d) Application for increase of the Credit Line.
5. Except for the actions referred to in the previous Point and except for the actions which are excluded according to the generally binding legal regulations, the Card Holder shall be entitled to make other actions over the phone provided that he proves his identity in the way agreed, in particular, but not limited to: (a) Application for Additional Services or cancellation thereof, (b) Application for change of Password and the like.
6. The Bank shall deliver all notifications and documents intended for the Card Holder to the correspondence address provided by the Card Holder in the Application. The correspondence address has to be located in the territory of the Slovak Republic.
7. The Credit Line Holder or the Card Holder shall be obliged to inform the Bank about non-delivery of awaited documents of any kind without undue delay, namely upon expiry of the period until which the notification supposed to be delivered mail. The Bank shall not be liable for potential losses suffered due to non-delivery of documents for reasons not caused by the Bank.
8. By signing the Application, the Card Applicant expresses his express consent with the fact that any communication between him and the Bank may be recorded on any data media or saved by means of technical means allowing its recording, safekeeping and reproduction. Moreover, the Card Applicant or the Card Holder agrees that the Bank will for its own needs make and archive copies of any records, documents and other materials submitted to the Bank by the Card Applicant or Card Holder, namely in compliance with the Business Terms and Conditions and/or special legal regulations. The Card Applicant or Card Holder agrees that, if necessary, the Bank shall be entitled to use these records and copies as evidence in potential disputes or in front of banking supervision authorities, in civil, criminal or administrative proceedings, and the like.
9. The Card Holder shall be obliged to keep the Password in secrecy. The Bank shall not be liable for losses and damage caused by any misuse of the Password.

Article 14

Additional Services

1. The Credit Line Holder shall be entitled to use any Additional Services to the Card in compliance with the current offer of the Bank. The Bank Publishes the current offer of Additional Services to Cards.

2. Additional Services to Cards are provided under the terms and conditions determined by the Bank and against a fee. The amount of fees for the Additional Services is determined by the Pricelist valid in the time of maturity of the relevant fee.
3. If the purchased additional service is Card insurance, such a legal relationship shall be governed by the terms and conditions of a separate agreement concluded between the Bank, Card Holder and the entity providing the relevant additional service.
4. A failure to pay the Due Amount may be a reason for termination or suspension of the provision of Additional Services.
5. Insurance to Card shall be always valid for 1 year. It shall be renewed automatically, always on the day of Card issue anniversary. If the Card Holder is interested in cancellation of the insurance, he shall be obliged to notify the Bank thereof in writing.
6. For the purposes of meeting the obligations pursuant to Act No. 186/2009 Coll. on Financial Intermediation and Financial Counseling ("Act"), the Bank hereby notifies the Card Holder that it is registered with the register kept by the National Bank of Slovakia in the list of independent financial agents for the sector of insurance or assurance under the registration number: PAG047129.
7. The Bank executes financial intermediation in the sector of insurance or assurance on the basis of agreements of a non-exclusive nature concluded with several insurance companies.
8. The National Bank of Slovakia performs supervision over the execution of the activity under this Act.

Article 15

Termination of the Contractual Relationship

1. The Card Agreement shall be concluded for an indefinite period of time. Validity of the Card Agreement can be terminated by an agreement of the contracting parties or by a notice or in any other way stipulated herein.
2. Unless provided otherwise in the Card Agreement, the Card Agreement will expire in accordance with the conditions provided below:
 - 2.1 by notice served by the Credit Line Holder:
 - a) upon delivery of a written notice without giving any reasons or upon delivery of a request for Card cancellation with effect from the following Closing Date; in such a case the Credit Line Holder shall be obliged to hand over to the Bank all Cards issued to the Card Account; or
 - b) upon delivery of a written notice or request for Card cancellation with effect as at the day of termination of its validity, namely within the deadline of not more than one month before termination of its validity and without charging the fee for Card cancellation; in such a case, the Bank shall cancel any Supplementary Cards issued to the Card Account as at the day of termination of validity of the Main Card; or
 - c) upon delivery of a written notice or request for Card cancellation due to disagreement with any changes of the Business Terms and Conditions, Interest Rate or Pricelist of the Bank; the written notice shall be delivered to the Bank not later than within the deadline referred to in Art. 5, Point 9 and Art. 11, Point 3 hereof. If the notice is delivered according to the point a) and c), the Bank shall be entitled to block or cancel all the Cards issued to the relevant Card Account.
 - 2.2 by notice served by the Bank:
 - a) The Bank shall be entitled to terminate the Card Agreement by a written notice in the cases stipulated herein, as well as anytime in other cases due to the reasons which deserve a special consideration or without giving any reason. The period of notice shall be two months and it shall start to pass on the first day of the calendar month following after delivery of the notice to the Credit Line Holder. On the basis of the notice of termination of the Card Agreement, the Bank shall be entitled to cancel all the Cards issued under such an agreement; or
 - b) The Bank shall be entitled to terminate the Card Agreement by a written notice with effect as at the day of delivery date of the notice to the Credit Line Holder, if the Card Holder grossly breaches these Business Terms and Conditions, or if there occur circumstances due to which

the Bank is entitled to declare early maturity of the Credit Line according to these Business Terms and Conditions.

- 2.3 by death of the Credit Line Holder. If the Credit Line Holder is a natural person, the Card Agreement shall terminate on the Closing Date following the day when the Bank learned about the death of the Credit Line Holder. In such a case, the obligation to pay any unpaid Due Amount shall pass to the heirs of the Credit Line Holder.
- 2.4. If the Bank does not issue the renewed card, the Card Agreement will expire on the date of the last card validity period expiration.
- 2.5. If all cards are cancelled, the Card Agreement will expire on the day of the last card cancellation.
3. The Credit Line Holder can ask the Bank for cancellation of any Card issued under the relevant Card Agreement. On the day of delivery of such a request to the Bank, the Card Holder shall lose the right to use the Card/Cards issued to the Card Account and the Bank shall be entitled to cancel the relevant Card. The Card Holder or the Credit Line Holder shall be obliged to deliver the Card/Cards to the Bank without undue delay; otherwise the Bank shall be entitled to block the undelivered Card/Cards. Both the Bank and the Credit Line Holder are obliged to pay the other contracting party any unsettled receivables including appurtenance thereof which (the receivables) arose until termination of the contractual relationship arising from the Card Agreement. If these mutual receivables and payables are not settled as at the day of cessation of the Card Agreement, they shall not cease to exist upon expiry of the Card Agreement. The Bank and the Credit Line Holder have agreed that until the moment of due settlement of all the receivables and payables referred to in the previous sentence there shall apply the provisions of these Business Terms and Conditions and the provisions of the Card Agreement regulating mutual receivables of the Bank and the Credit Line Holder and their settlement, as well as any related provisions.
4. The Credit Line Holder shall be entitled to withdraw from the Card Agreement without giving any reason, namely within 14 calendar days since the day of conclusion of the Card Agreement. The Credit Line Holder shall be obliged to pay the Bank the principal and interest thereon in amount pursuant to the provisions of Art. 5, Point 9 hereof from the day the utilization of the Credit Line started until repayment of the principal, namely to pay them without undue delay and not later than within 30 calendar days after dispatch of the notice of withdrawal from the Card Agreement to the Bank. In the case of failure to observe the deadline, the Credit Line Holder shall be obliged to pay the Bank a default interest. The Credit Line Holder shall be informed about the amount of the interest rate used for the calculation of default interest by Publication. If an additional service (e.g. insurance) is agreed to the Card Agreement, also the agreement on the additional service shall cease to exist in the moment of withdrawal from the Card Agreement; the Bank shall inform the provider of the additional service about termination of the agreement on the additional service.
5. Upon termination of the Card Agreement, there shall cease to exist the right to use any Cards issued on the basis of the relevant Card Agreement.
6. If the Card Account reports credit balance in the case of termination of validity of the Card Agreement and after settlement of all Bank's receivables which arose in connection with the Card Agreement and use of the Card, the Bank shall dispose of the credit balance according to the Credit Line Holder's instruction. The Credit Line Holder shall be entitled to ask for cashless transfer of the funds to another account kept in a bank or branch of a foreign bank in the territory of the Slovak Republic or for cash payment. The Bank is entitled to decrease the transferred amount by the costs connected with the transfer. If the Credit Line Holder does not provide the Bank with another instruction upon the Bank's request, the Bank shall send the relevant amount to the Credit Line Holder's current account referred to in the Application.

Article 16

Final Provisions

1. The mutual rights and obligations of the Bank and the Credit Line Holder and/or Card Holder which are not regulated by the Card Agreement or by these Business Terms and Conditions shall be according to the will of the contracting parties governed by the GBT&C and generally binding legal regulations.

2. In the case of any discrepancy between the provisions of these Business Terms and Conditions, Agreement and GBT&C, the provisions of the Agreement and these Business Terms and Conditions shall prevail.
3. If any of the provisions of the Agreement or Business Terms and Conditions is or becomes or is recognized as invalid or unenforceable, that shall not affect the validity and enforceability of other provisions of these documents.
4. The Bank and the Client will try to solve any legal disputes arising from the Agreement by an agreement and negotiation in good faith and they will try to prevent any judicial or other proceedings.
5. If the Credit Line is a consumer loan for which there have to be observed the conditions of special legal regulations governing the area of consumer loans (hereinafter referred to as the "Act"), the control of observance of the obligations stipulated by the Act shall be executed by the Slovak Trade Inspection, Central Inspectorate of Slovak Trade Inspection, P.O. BOX 29, Prievozská 32, Bratislava 27, 827 99.
6. All contractual relations arisen between the Credit Line 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 Credit Line 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 Credit Line Holder shall also be deemed to have given consent to these Business Terms and Conditions if the Credit Line Holder performs any legal act in relation to the Bank or continues to receive products, with the situation making it clear that the Credit Line Holder wishes to continue in the relevant contractual relations with the Bank, or Credit Line Holder acts in a manner proving that Credit Line Holder has become familiar with the Business Terms and Conditions.
7. The present Business Terms and Conditions come into force on **13. 1. 2018** and supersede in full extent the Business Terms and Conditions for Issue and Use of Max Credit Card issued by UniCredit Bank.

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: