

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

Article 1

General Provisions

1. The present Business Terms and Conditions for the Issuance and Use of Debit Cards (hereinafter referred to as the "Business Terms and Conditions") are the Business Terms and Conditions of the 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 they govern the legal relationships between the Bank and its clients or, as appropriate, other persons at the issuance and use of debit cards, in accordance with the applicable generally binding legal regulations of the Slovak Republic.
2. The present Business Terms and Conditions constitute an inseparable part and govern a part of the contents of the Card Agreement executed between the Bank and the Client in connection with the issuance of a Debit Card.
3. Should the provisions of these Business Terms and Conditions differ from the provisions of the Card Agreement, the provisions of such Card Agreement shall prevail.
4. In accordance with the provisions of Article 262, Paragraph 1 of the Commercial Code, the contracting parties agreed that their contractual relationship shall be governed by the provisions of the Commercial Code. Unless these Business Terms and Conditions stipulate otherwise, the provisions of the General Business Terms and Conditions of the Bank for Execution of Bank Deals (hereinafter the "GBTC") and the Business Terms and Conditions of the Bank for Provision of Payment Services shall be also duly applied to this contractual relationship which arises between the Bank and the Card Holder. The Card Holder declares that he/she is familiar with the content of these Business Terms and Conditions, the Business Terms and Conditions for Provision of Payment Services and the GBTC, agrees with them and undertakes to comply with them.

Article 2

Definition of Basic Terms

1. The terms specified in this Article that are capitalized, used anywhere in the text of these Business Terms and Conditions, in the Application for the Issuance of a Debit Card or in other documentation associated with the Application for the Issuance of a Debit Card and with the Card Agreement shall have the meaning defined herein, irrespective of whether they are in the singular or plural, unless specifically excluded in these Business Terms and Conditions or in agreements.

Authorised Payment Operation

is a transaction authorised by a card holder by entering PIN or signature or password, or CVC or CVV if the card holder made the transaction without presence of a payment card as a MOTO transaction or as a transaction on the Internet or in other way contractually agreed. In case of a PayPass/PayWave Transaction, an authorised payment transaction shall mean a Transaction authorized by the Card Holder by means of placing a Card to a contactless POS terminal. At selected merchants (type of merchant -hotel, car rental, rental of yachts and other), also additional increase of transaction amount (up to maximum amount of 15%) is deemed as an authorised operation; in such case, the merchant shall be obliged to prove written consent of the Card Holder to such increase.

Authorisation

is giving the Card Holder's consent to carry out an Authorised Payment Operation. The Authorisation is irrevocable.

Transaction Authentication

is a procedure of the Bank in case of verifying security elements (PIN, or signature, or password or CVC or CVV) used for authorisation.

Automated Teller Machine or ATM

is an electronic device with an automatic verification of the Card, as well as of Card Holder's data, designated by the logo of the relevant international Card Company, allowing the Card Holder to withdraw cash or to use other services by means of the Card and PIN Code.

Contactless Debit Payment StickAir

is a Card which can be used to execute Transactions with the exception of cash withdrawal from ATMs, cash depositing via the Deposit Device and Cash Advance. The Transaction and the Authorisation thereof is executed by means of placing the Card to the contactless POS terminal. It is not necessary to enter a PIN code if the payment amount is lower than the limit set by the Bank. The limit for PayPass/PayWave without entering a PIN code is EUR 20/Transaction in the SR. The mentioned limit of the Contactless Transaction where no PIN Code entry is required may vary; it is denominated in local currency by the VISA or MasterCard card company for each country individually. The cumulative daily limit for PayPass Transactions made by this Card without entering a PIN code is maximum EUR 100. The Bank is entitled to set and change the limit and the conditions for renewal of this limit. The Bank is entitled to set the number of Transactions by this Card per day.

Contactless Transaction

payment at a Merchant's with physical presence of the Card, made by means of placing the Card to a terminal with the PayPass/PayWave function. In order to make a Contactless transaction, the Card must have the respective function according to the offer of the Bank. The maximum limit for a Contactless Transaction is equal to the cashless limit of the Card. The Client may request a limit of EUR 0 for a Contactless Transaction, thus preventing use of the Card for a Contactless Transaction.

Blocked Card

is a Card with a suspended authorisation for its use.

Price List

is the Price list of bank services for individuals and the Price list of bank services for entrepreneurs, the Price list of bank services for companies and the Price list of bank services for private banking clients, valid and effective in the current wording by Publication. The Price list is a part of the Card Agreement.

CVC, CVV

are security elements used for identification of a card holder in an environment without presence of a payment card (MOTO and Internet), these are the last 3 digits provided in the Signature Strip of a payment card.

Cash Advance

is a transaction – performance of cash withdrawal by means of Card at business place of the Bank or at a merchant who provides such type of service.

Total limit

a maximum limit in the respective selected period (daily or monthly), it is the maximum possible amount of financial funds that can be used by means of the Card (total POS limit + ATM limit).

Deposit Device

is an electronic device of the Bank designated by the logo of the relevant international Card Company

with an automatic verification of the Card, as well as of data of the Card Holder who is depositing funds of the Account Owner, not being a consumer pursuant to special legal regulations (hereinafter referred to as the "Account Owner – Non-Consumer"), to the Account of the Account Owner – Non-Consumer, allowing such Card Holder to deposit cash using the PIN Code. The Account Owner – Non-Consumer may dispose of the deposited amount not later than on the following business day after the acceptance of funds in the Bank. Such deposit of funds may be done only in the EUR currency and only to the account kept in the EUR currency. The limit of the deposited cash is max. EUR 15 000 per day and per one Card issued to the Account of the Account Owner – Non-Consumer and max. 50 pieces of banknotes per one Transaction. The Deposit Device service is not for the Account Owner – Consumer.

Debit Card

is a debit payment card - a payment electronic instrument issued by the Bank to the Account allowing the Card Holder to carry out to the debit of the Account to which it is issued, in particular, cash withdrawal in ATMs, cash advances in other banks and in exchange offices that provide the Cash Advance service, cashless payments for goods and services at Merchants who accept Payment Cards (hereinafter referred to as the "Debit Card" or "Payment Card") or other payment operations provided by means of payment equipment.

Daily/Monthly Limit

is the maximum amount up to the amount of which the Card Holder may execute transactions to the debit of the account by using the Card.

Card Holder

is a natural person older than 15 years of age in whose name and surname the Bank will issue a Card upon request of the Account Owner and who is authorised by the Account Owner to use the Card for execution of single Transactions on the account and for the responsibility of the Account Owner. If the term Card Holder is used herein, it shall also include the Account Owner unless otherwise expressly stated in the text. In special cases, the Bank may, at its own discretion and based on agreement with the Account Owner, issue a card also for a Card Holder younger than 15 years of age, who, however, has reached at least 8 years of age.

Gross Negligence

is a breach of any obligation referred to in Article 3, paragraphs 4, 13 and 15 and in Article 4, paragraphs 2 and 17, in Article 6, paragraph 2, in Article 7, paragraphs 1.,3.,5 hereof on the part of the Card Holder.

Imprinter

is a mechanical device located at a Merchant based on an agreement with the relevant bank, which (the device) enables the Merchant to accept Cards for cashless payments authorised by the Card Holder's signature.

Account Owner

is a natural person or a legal entity in whose name or business name/name is the Account opened and who is authorised to execute all legal acts with the Account and/or financial means on the Account; the term Account Owner shall mean also Account Owner – Consumer, unless otherwise provided.

Account Owner – Consumer

is an Account Owner, who is a consumer in accordance with special legal regulations.

MOTO (mail order telephone order)

is a Transaction carried out on the basis of a telephone or written consent of the Card Holder by means of manual entering of the Card number, expiry date and CVV or CVC without physical presence of the Card.

Substitute Card

is a Card with limited validity issued by the Bank to the Card Holder in case of loss, theft, damage or non-delivery of the original Card.

Unauthorised Payment Operation

is a payment operation, which does not comply with any of the requisites of an authorised payment operation.

Merchant

is an entity accepting Cards as a payment instrument for the execution of payment for the delivery of goods or services.

Renewed Card

is a card issued after expiry of the original Card with a new validity date.

Protective Logo

is a logo of the card company MasterCard with label MasterCard SecureCode and of the card company VISA with label Verified by VISA, which are used in case of payments for goods and services in the Internet environment.

PayPass / PayWave

is a contactless chip technology enabling cashless Transactions on POS terminals with applied contactless chip technology. The Transaction and its authorisation are carried out by means of placing the Card to contactless POS terminal. It is not necessary to enter a PIN Code for payments lower than the limit set by the Bank. The limit for PayPass/PayWave is EUR 20 /Transaction in the SR. The mentioned limit of the Contactless Transaction where no PIN Code entry is required may vary; it is denominated in local currency by the VISA or MasterCard card company for each country individually. The cumulative daily limit for PayPass / PayWave Transactions by this card without entering of PIN Code is max. EUR 100. The Bank is entitled to set and change the limit and the conditions for renewal of the limit. In order to renew the limit for PayPass/PayWave, a contact Transaction must be authorized by the Card.

PIN Code

is a numerical code notified exclusively to the Card Holder, which allows the Card Holder's identification when using the Card in the electronic reading devices (in ATMs and POS terminals). PIN Code entering is deemed to constitute an express approval to perform the Authorized Payment Operation.

Fees

are fees specified in the Card Agreement, in other agreements, in these Business Terms and Conditions, in the GBTC and in the Price list, which the Bank charges in an amount according to the Price list valid on the day of execution of a chargeable operation unless the Bank and the Account Owner agree otherwise.

POS Terminal

is an electronic device located at a Merchant enabling the Merchant to accept Cards for cashless payments authorised by PIN Code or signature of the Card Holder.

Case of Violation

is any of the facts referred to in Article 11 paragraph 1 hereof.

Complaint Order

is a regulation of the Bank regulating procedures of accepting, recording and accommodating complaints, which the Bank shall be entitled to change and shall inform the Client about changes of the same by Publication. The Complaint Order constitutes a part of the Card Agreement.

Complaint Record

is a form of the Bank on which the Account Owner or the Card Holder submits complaint of a transaction made by Card.

Transaction

is any payment operation made by the Card, in particular a payment for goods or services at a Merchant, cash withdrawal from ATMs, cash depositing via the Deposit Device and Cash Advance.

Internet Transaction

is a Transaction carried out by manual entering of the Card number, expiry date and CVV or CVC without physical presence of the Card on the internet.

Account

is a Current Account kept by the Bank in the name of the Account Owner to which the Card has been issued.

Publication

is disclosure of a document or information in business premises of the Bank accessible by public and/or through the Electronic Banking Services and/or at the Bank's Internet site and/or in other suitable form at the Bank's discretion.

Cash Advance Point

means a VISA or MasterCard member bank or exchange office authorised, based on an agreement with a member bank, to carry out the Cash Advance.

Forced SMS notification

is a notification of the debit card transaction while the Account Owner who did not request the delivery of SMS notifications. Forced SMS notification is generated in order to protect the financial means of the Account Owner. By the undertaking of business terms and conditions, the Account Owner agrees to sending SMS notification of the payment card transactions, if the daily limit exceeds the limit recommended by the bank.

Act on Banks

is Act No. 483/2001 Coll. on Banks and on Modification and Amendment of Certain Acts as amended.

Card Agreement

is an agreement in any form, on the basis of which a contractual relationship has been created or will be created between the Bank and the Account Owner regarding issuance and use of a Debit Card.

Cancelled Card

is a Card whose validity has been terminated by the Bank in compliance with the present Business Terms and Conditions prior to the expiry date stated on the Card.

Application

is an Application for Debit Card Issuance, which constitutes a part of the Card Agreement.

Application for Change of Debit Card

is an application in which the Account Owner can apply for: issuing of a new card if the original Card is blocked, issuing of a Substitute Card if the original Card is damaged, re-printing of the PIN Code, cancellation of the Card, change of the name on the Card, change of Card limits, change of travel insurance, change of account for clearing of Transactions, change of address, change of identification card, etc.

Card Applicant

is a natural person and/or legal entity that has submitted an Application for Card Issuance. Unless otherwise agreed, the Card Applicant must be the Account Owner of the account, for which the requested Card is to be issued.

Article 3

Conditions of Card Issuance

1. The Bank is issuing Cards as electronic payment instrument for performance of Transaction on the basis of Card Agreement, namely in accordance with the generally binding legal regulations valid in the territory of the Slovak Republic, in compliance with the GBTC and in compliance with the present Business Terms and Conditions.
2. The Bank is always issuing Cards in the name of the Card Holder who may be the Account Owner and/or a third person authorised by the Card Holder.
3. The Card shall state a Card number, Card validity and the name and surname of the Card Holder or the business name/name of the Account Owner. The Card shall further contain, in particular:
 - a) protective elements: hologram and signature strip with the Card Holder's signature;
 - b) identification data allowing for visual, mechanical and electronic identification of the Bank and of the Card Holder;
 - c) other particulars depending on the Card type (e.g.: logo of the Bank and/or card company).
4. The Card is a property of the Bank, it is non-transferable, and the Card Holder shall not be entitled to enable other person to use the Card issued in the name of the Card Holder. The Bank shall be entitled to request return of the Debit Card during its validity or after its expiration even without giving a reason.
5. The Card Applicant shall submit to the Bank a proposal for entering into contractual relationship in the form of Application. The Card Agreement shall arise in the moment of acceptance of the Application by the Bank.
6. There shall be no legal entitlement to the issuance of a Card. If the Application is rejected, the Bank shall not communicate the reasons.
7. The Card Applicant shall be obliged to provide in the Application all the identification data in a correct, true and complete manner, including information regarding individual Card Holders, which is necessary for the issuance and use of a Card. The Card Applicant shall be liable for any damage suffered by the Bank as a result of provision of false or inaccurate information.
8. The Account Owner shall be entitled to ask the Bank for the issuance of a Card also for a third person, whereby the Account Owner also authorises such person to dispose of the financial means on the Account by means of a Debit Card. Paragraph 7 of this Article shall apply accordingly in this case. However, the Account Owner shall be responsible for any damages suffered by the Bank in connection with use of such issued Card as if the Account Owner himself was using it. Legal liability of the third person shall not be affected thereby.
9. On the basis of data specified in the Card Application or in the Card Agreement and based on evaluation of the Card Applicant, the Bank shall determine the Daily/Monthly Withdrawal Limit for each Card issued for the Account. The Card Holder shall be obliged to observe the Daily/Monthly Limit; otherwise, the Card Holder shall be responsible for any damage resulting from violation of this duty.
10. The Bank shall issue the Card within the period in accordance with the business practice following the conclusion of the Card Agreement. The Bank shall deliver the Card to the address of the Card Holder notified when submitting the Application.
11. If the Card Holder agrees, at the issuance thereof, on handover of the card and the PIN Code at the relevant Point of Sale of the Bank, he/she shall receive the card together with the PIN Code in person at the relevant Point of Sale of the Bank no later than three months after becoming familiar with of the issuance thereof by the Bank; otherwise, the Bank shall cancel this Debit Card.
12. At the moment of takeover of the mail with the Debit Card and/or mail with the PIN Code, the Card Holder shall be liable for damage. Taking over the mail, the Card Holder is obliged to check its intactness. If the mail shows signs of damage, the Card Holder is obliged to require confirmation of mail damage from the carrier and inform the Bank about such fact immediately.
13. The Account Owner shall be obliged to pay the Bank a fee for the Card issuance according to the current Price List.
14. It shall be the Account Owner's responsibility that the Card Holder is, at the time of the Card acceptance/

delivery, duly familiarised with the present Business Terms and Conditions, and in particular with the principles of safe use of the Card.

15. The Bank shall deliver the PIN solely to the Card Holder. The Card Holder shall be obliged, immediately after acceptance of the mail matter containing the PIN Code and becoming familiar with the PIN Code, to destroy the mail matter. The Card Holder shall be obliged to secure confidentiality of the PIN Code, to prevent its disclosure to other person, to make no record of the PIN Code in any form whatsoever or to store the PIN Code in any form. The Card Holder shall be obliged to prevent disclosure of the PIN Code when making payment by the Card.
16. If the Card Holder forgets the PIN Code assigned to his Card, the Card Holder can ask the Bank for reprinting of the PIN Code. In the event that the Card Holder forgets the PIN Code again, the Bank shall be entitled to reject reprinting thereof for security reasons.
17. The Card Holder shall be obliged to sign the Card on own hand immediately after its acceptance and that on the signature strip on the back of the Debit Card. The Card Holder's signature shall serve, depending on the Card type, for the authorisation of Transactions being carried out by the Debit Card. The Account Owner shall be responsible for the fulfilment of this obligation, as well as for the possible consequences of its nonfulfilment.
18. The Account Owner or the Card Holder shall be obliged to notify the Bank of address, telephone number, fax number and electronic address (e.g. e-mail) through which the Bank will communicate with the Account Owner or with the Card Holder and to inform the Bank without undue delay about any change of the same. If the Account Owner or the Card Holder fails to notify such information to the Bank, delivery and notification made to the last known address, possibly to the last known telephone number, fax number or electronic address (e.g. e-mail) shall be deemed as duly made. If the Account Owner or the Card Holder fails to comply with this obligation, the Bank may suspend, change or cancel single authorisations for performance of Transactions by means of the Card.
19. The Account Owner shall be entitled, anytime during the Card's validity period, to ask the Bank in writing for cancellation of the authorisation for any Card Holder to use the Card issued for the Card Holder to the Account.
20. Due to the termination of issuance of a certain Card type, the extension of Card functionality or the transition to a safer Card, the Bank shall be entitled to issue for the Card Holder, within the automatic exchange, other Card. The Bank shall inform the Account Owner of such fact without undue delay by Publication, so that the Account Owner will have the possibility to familiarise himself with this information and possibly to refuse issuance of other Card. In the event the Account Owner fails to do so within the deadline specified by the Bank, it shall apply that the Account Owner agrees with the procedure of the Bank.
21. The Card Holder shall be entitled, without consent of the Account Owner, to ask for Card blocking, for issuance of a Substitute Card, change of name on the Card, printing of a new or existing PIN Code to the Card, reduction of limit on the Card, cancellation of the Card and insurance to the Card.

Article 4

Use of the Card

1. The Card Holder shall be entitled to use the Card only during its validity period. The validity period of the Card shall terminate upon the expiry of the last day of the month in the year specified on the Card. The Card Holder shall be obliged to return the Card to the Bank immediately after expiry of the Card's validity period. The Account Owner shall be responsible towards the Bank for return of all Cards issued to his Account and that regardless of to whom the Card was issued and who was using the Card. The Bank shall automatically issue, in the last month of the Card validity, the Renewed Card with validity for the next period. The Bank shall not issue automatically the Renewed Card, if no later than six weeks before the expiry of the Card's validity, the Account Owner informs the Bank that he is not interested in the Renewed Card. The Bank is entitled, at its own discretion, not to issue the Renewed Card, and it shall inform the Account Owner and the Card Holder of this fact in writing.

2. The Card Holder shall be obliged to comply with all necessary measures to prevent misuse of the Card, in particular to keep the Card in a safe place separately from personal documents, identity documents and to protect the Card against its mechanical damage and against any influences, which could result in damage to the recording on the Card's magnetic strip. 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 responsible for the method of submission of the Card to a Merchant when paying for goods and services, whereas, as the case may be, the Card Holder shall mainly not allow to lose visual control over the Card as at use of the same. The Account Owner shall be fully responsible for damage suffered by the Account Owner and/or by Bank due to violation of the above-mentioned duties on the part of the Card Holder.
3. In the event of damage to the Card, the Card Holder shall be obliged to notify the Bank of the same without undue delay and to return the damaged Card to the Bank. On the basis of a request of the Card Holder or of the Account Owner, the Bank shall be entitled to issue, at its own discretion, a Substitute Card. The Account Owner shall be fully responsible for damage suffered by the Account Owner and/or by the Bank as a result of breach of the above-mentioned obligations on the part of the Card Holder.
4. If during a Transaction an incorrect PIN Code is entered more than three times during one day, the functioning of the Card shall be automatically temporarily limited for security reasons (suspicion of Card misuse). In the event that the last Transaction is carried out on an ATM or Deposit Device, the ATM or the Deposit Device shall retain the Card.
5. In the event that the Card is retained in an ATM or Deposit Device at the Bank's Business Place or at a business place of another bank, the Card Holder can collect the Card at the time determined by the Bank at the Bank's Business Place.
6. In the event that the Card is retained in an ATM or Deposit Device due to the Card blocking, neither the Bank nor another bank shall release the Card to the Card Holder. In the event that the Card is retained in an ATM abroad, the Card Holder acknowledges that, pursuant to the rules of card companies, the retaining institution shall be obliged to destroy the Card.
7. The Bank may suspend, change or cancel single authorisations for the performance of Transactions by means of the Card. The Bank shall be also entitled to exclude certain types of Transactions being performed by the Card, whereas the Bank shall notify the Card Holder and possibly other affected persons (e.g. Merchants), where appropriate, of its decision or shall Publish such decision.
8. The Card Holder shall be entitled to dispose of the financial means on the Account by means of the Card only up to the amount of the permitted Daily/Monthly Limit for use of the Card, which is agreed in the Card Agreement, however, up to the maximum amount of the Available Balance on the Account.
9. Change in the amount of the daily limit – only the Account Owner can apply for increase of the daily limit amount. The Bank shall determine the amount of the limit on the basis of evaluation of the Card Applicant. The Bank shall be entitled to change the limit, including its division into cash transactions and cashless transactions (including internet and Contactless), during validity of the Card, and that even for a definite period of time and that individually towards single Card Holders, as well as towards all Card Holders, in particular in case of change in their property conditions or solvency or due to change of the Bank's business policy justified by change of market conditions, about which the Bank shall inform the Card Holder. The Card Holder agrees with sending of an informative SMS notification about a Transaction to a mobile telephone number provided by him/her if the requested Daily limit is higher than the limit recommended by the Bank.
10. When using the Card for cash withdrawals in ATMs, the Card Holder shall authorise the Transaction by entering the PIN Code. In case of the Cash Advance at the Cash Advance Points, the Card Holder shall be obliged to present, in addition to the Card, also his valid proof of identity and to authorise the Transaction by the PIN Code or signature. In case of cashless payment for goods and services at Merchants, the Card Holder shall authorise the Transaction depending on the Card type either by entering the PIN Code or by signing of the receipt of the performed Transaction in accordance with the specimen signature on the Card. By authorisation pursuant to the preceding sentence, the Card Holder confirms the content and amount of the Transaction performed by the Card. When using the

Card for cash deposit in Deposit Device, the Card Holder shall authorise the Transaction by entering the PIN Code. 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.

11. The Card Holder shall be obliged, upon request of the Merchant accepting Cards for cashless payments for goods and services, to present a valid proof of identity for the purpose of his identification. The Card Holder acknowledges that the Merchant shall be entitled to retain a Blocked, Cancelled or invalid Card.
12. The Bank shall not be liable for damage suffered by the Card Holder due to Merchant's refusal to accept the Card. The Bank shall not be liable for the scope and quality of goods and services paid by the Card.
13. If goods are returned or if a service paid by the Card is not provided, the Merchant shall not return cash to the Card Holder, but he shall execute a return Transaction by means of the Card, on the basis of which the amount of Transaction will be credited to the Account.
14. The Card Holder must not use the Card for the purposes, which are in variance with the law or which circumvent the law, including the purchase of goods or services prohibited by the law.
15. In the event that during a cash withdrawal from an ATM, the Card Holder does not receive the requested cash despite the fact that the Transaction has not been refused or if the ATM retains the Card, the Card Holder shall be obliged to inform the relevant bank operating the ATM or the Bank of such fact without undue delay.
16. In the event of the purchase of additional services, such as e.g. insurance to the Card, such legal relationship shall be governed by terms and conditions of a special agreement entered into between the Card Holder and the entity providing the relevant additional service.
17. The Card Holder can make Transactions by means of Internet only on such Internet sites, which are labelled by the Protective Logo, on sites trusted or secured by means of the so-called 3D Secure Code – unique password assigned solely to the Card Holder for performance of safe Internet transactions. If the Card Holder performs Transaction at a web page not labelled by the Protective Logo, data about his Card might be misused.

Article 5

Clearance of Transactions

1. All Transactions performed by means of a Card shall be debited by the Bank to the Account not later than on the next working day after receipt of clearing report of making the same. For the period from the Transaction execution until its clearance, the Bank shall be entitled to create a reservation of financial means on the Account for the whole amount of the Transaction.
2. All cash and cashless international Transactions made by Cards VISA and MasterCard shall be translated at the exchange rate of card companies from the original currency to the clearing currency EUR. If the Card Holder's Account currency is different from the currency EUR, the Bank shall convert the amount provided by the international card system expressed in the clearing currency EUR to the Account currency at the buy foreign exchange rate valid in the Bank as at the day of clearance of the Transaction in the Bank's system. Such exchange rate is shown in bank statement. The basis for translation from currency of the original Transaction shall be the reference exchange rate, which is available at a place with public access, possibly the exchange rate of card companies, which is Published by the Bank. If currency of the original transaction is other than EUR, also exchange translation from the original currency of the transaction to EUR shall be provided in the bank statement.
3. Exchange rate differences arisen due to different exchange rates in the day of making the Transaction and in the day of clearance of the Transaction shall be charged to the debit or credit of the Account Owner.
4. The Bank shall notify the Account Owner of the Account balance and of the performed and cleared

Transactions by a bank statement from the Account, namely in the manner and in intervals agreed in the agreement based on which the Account is maintained.

5. The Account Owner shall be obliged to ensure sufficient amount of financial means on the Account that are necessary for clearance of single Transactions and related Fees.
6. The Bank shall be entitled to debit the Account with the Fees on their due date specified by the Bank and as well as with all possible costs, losses, damages suffered by the Bank in connection with use of the Card issued to the relevant Account, in particular due to failure to observe or due to violation of the Card Holder's duties resulting from the present Business Terms and Conditions or from the GBTC.
7. In the event that the Account Owner fails to ensure sufficient amount of financial means on the Account to which the Card is issued and if the Account is debited with Transactions executed by the Card and/or with due Fees and other costs, losses, damages incurred in connection with use of the Card, and that results in an unauthorised overdraft on the Account, the Account Owner shall be obliged to settle such unauthorised debit balance on the Account within the deadline specified by the Bank in a notice and to pay to the Bank debit interests on overdraft, and that from the moment of overdraft until the time of its settlement; the amount of the debit interest on overdraft shall be Published by the Bank. Moreover, in such case of arisen debit balance, the Bank shall be entitled to block the Cards issued to the Account at the Account Owner's expense, possibly to terminate their validity prematurely.

Article 6

Complaints

1. After receipt of the bank statement from the Account, the Account Owner shall be obliged to check all cleared Transactions. If, after thorough control of the statement, the Owner declares any of the Transactions as unauthorised or performed incorrectly, he shall be obliged to submit the Bank a written complaint regarding the relevant Transaction. The Bank recommends to the Card Holder to report loss/theft of the Card immediately upon detecting the event to the authority active in criminal procedure due to possible misuse. In case any loss occurs to the Card Holder arising from the Card misuse, under the complaints procedure, the Bank is entitled to require from the Bank Holder submitting of the police note reporting the loss / theft of the Card and criminal complaint by the Card Holder.
2. If the Card Holder receives an informative SMS message concerning a Card Transaction he/she is not aware of, to the mobile telephone number specified by him/her, the Card Holder shall be obliged to ask for blocking of the Card in the manner pursuant to Art. 7, paragraphs 1., 3. hereof.
3. In case of placing a complaint, the Account Owner shall be obliged to provide all information about the complained Transaction, which can help the Bank to accommodate the complaint as soon as possible. If the Account Owner insists that he did not make the payment operation, he shall state this fact in the Complaint Record and shall confirm it by signature.
4. Conditions for lodging a complaint, procedures of accommodating complaints and deadlines for accommodating complaints are governed by the Complaint Order Published by the Bank.
5. Complaints regarding the quantity, quality of purchased goods or provided service or concerning correctness of order execution shall not be subject of this contractual relationship and the Account Owner shall solve them directly with the Merchant.
6. When solving complaints concerning cleared Transactions, the Bank shall follow generally binding legal regulations valid in the territory of the Slovak Republic, binding rules of card companies for solving disputed Transactions made by Cards.
7. The Bank shall be entitled to carry out, within its competence, further verification of the complaint, and shall inform the Account Owner of the method of solving the complaint within the deadline determined in the Complaint Order; complaints regarding Transactions shall be accommodated by the Bank usually within within 15 business days, in complicated cases within within 35 business days since the date of complaint receipt.
8. The Bank shall not admit justifiability of a complaint of Transaction identified by the Card Holder as unauthorised mainly if:

- a) The Card Holder committed gross negligence, or
 - b) The Transaction was authenticated, or
 - c) The Transaction for goods and services was made on the basis of telephone, fax, Internet or postal order, which was made on accounting document without signature or without use of the PIN Code; the Card Holder or the Account Owner may not lodge a complaint of the transaction with the Bank. The Card Holder can lodge such complaint only directly with the Merchant through which he made the relevant Transaction.
9. The Card Holder – Consumer shall be liable for loss up to the amount of EUR 50, which (the loss) is connected with Unauthorised Payment Operation and which is caused by use of lost or stolen Card or by misuse of a Card by unauthorised person due to negligence of the Card Holder as for securing the safety elements, unless otherwise provided herein. The Card Holder, who is not a Consumer, shall be liable for such loss in full amount.
10. The Card Holder shall be liable for all losses connected with Unauthorised Payment Operations if they are caused by his fraudulent actions, intentional failure to comply with one or several obligations hereunder or due to failure to comply with one or several obligations hereunder as a result of to his Gross Negligence. In such case, the provision of the previous paragraph shall not apply.
11. If, within the deadline determined by the Complaint Order, the Account Owner fails to lodge complaint with the Bank, it shall be deemed that the Account Owner agrees with the made Transactions and with data provided in the bank statement from the Account and the Account Owner's entitlements to compensation of possibly suffered damage shall cease to exist.
12. In case of justified complaint, the Bank shall refund financial means drawn due to incorrect clearance.
13. The Bank shall not be liable for refusal to make Transaction by a Card on the part of the Merchant, bank, exchange office, ATM or in other way and shall bear no liability for damage caused to the Card Holder due to circumstances caused by force majeure.
14. In the case of complaints of Transaction – cash deposit of the Deposit Device, the Account Owner shall lodge such complaint with a branch of the Bank.

Article 7

Loss, Theft and Blockage of the Card

1. The Card Holder shall be obliged to inform the Bank of loss, theft or unauthorised use of the Card without undue delay, in person at any Bank's branch or by telephone via UniTel service, phone: 0800 14 00 14, from abroad phone: +421 2 44 5476 870 or through the respective authorisation centre (First Data Slovakia, s.r.o.) by telephone, phone: +421 2 6828 5777 or by fax, phone: +421 2 6241 2855. The notification of which a record is elaborated in the Bank shall be considered a notification in person. The service of blocking and unblocking Cards is available to the Card Holder non-stop 24/7/365.
2. The Card Holder who is not Account Owner at the same time shall be entitled to ask for blocking a Card, which he holds. Moreover, such Card Holder shall be entitled, also without the Account Owner's consent, to ask the Bank in writing for re-issuance of the PIN Code or for change of the same, for issuance of a Substitute Card, however, only in the case of damage to the Card, and for decrease of the Daily/Monthly Limit.
3. In the event of theft of the Card, the Card Holder shall be obliged to report the theft to the relevant police force authorities and to request an acknowledgement of the theft notification. The Card Holder shall be obliged to provide the Bank with all available information regarding the circumstances of the loss, theft or misuse of the Card.
4. In case of request for the Card blocking by telephone, the Card Holder shall be obliged to provide data allowing an unambiguous identification of the Card (name and surname of the Card Holder, Card number or Account number, Card type, the name of the Bank, the discrete information agreed between the Bank and the Card Holder, if any, and telephone number for possible re-verification). The Card Holder shall never notify the PIN Code.
5. The Account Owner and/or the Card Holder shall be obliged to confirm the notification of loss or theft of

the Card via phone in writing or in electronic form to the Bank's Business Place, which has issued the Card, no later than on the next Banking Day.

6. The Bank shall be entitled to block the Card even without consent of the Account Owner or of the Card Holder, namely for reasons concerning:
 - a) safety of the Card,
 - b) for reasons of suspicion of unauthorised or fraudulent use,
 - c) due to increase of the risk of Account Owner's insolvency.

The Bank shall notify such Card blocking to the Card Holder without undue delay if such notice does not endanger safety at issuance or receipt of the Card, or unless otherwise provided by a special law. If the Card Holder is not a Consumer pursuant to special legal regulations, the Bank shall charge him/her the fee for blocking of the Card under the valid Pricelist. If in the decisive moment, the Card Holder is not available at the contact data provided by him or if the Card Holder does not notify the Bank the contact data pursuant to the present Business Terms and Conditions, as a result of what the Bank cannot notify the Card Holder of Card blocking, this fact shall not be deemed as a breach of the Bank's notification duties.

7. The Bank shall unblock the Card or shall replace the Card by a new one if reasons for blocking faded away and, subsequently, it shall inform the Account Owner of unblocking.
8. Date about blocking and unblocking the Card shall be archived by the Bank for the period of 18 months.
9. The Account Owner acknowledges and agrees that the Bank, at its own discretion, also without the consent or request of the Account Owner and/or Card Holder, will enter the Blocked Card on the so-called stop list and thereby prevent its possible misuse.
10. The Bank shall unblock the Card on the basis of a written request of the Account Owner. The Bank shall not be obliged to comply with the request for cancellation of the Card blockage if it believes that the reason, for which the Card has been blocked, still continues.

Article 8

Damage Liability

1. The Card Holder shall be liable for damage suffered by the Bank as a result of violation of his obligations under the Card Agreement, Business Terms and Conditions, GBTC, in consequence of the Case of Violation and/or obligations imposed by the Commercial Code unless the Card Holder proves that the violation of obligations was caused by circumstances excluding liability.
2. The Card Holder shall be obliged to compensate the Bank for damage (i.e. actual damage and lost profit) suffered by the Bank pursuant to paragraph 1 of this Article without undue delay, namely on the basis of the Bank's request. The Bank shall be entitled to debit the Account with such incurred damage.
3. The Bank shall be liable to the Account Owner for damage caused to the Bank Owner intentionally or due to gross negligence. In case of origin of the Bank's obligation to compensate the Account Owner for damage, the Bank shall not be obliged to pay lost profit to the Account Owner, since the Bank has no possibility to predict its scope even if it exercises usual care.
4. The Bank shall not be liable for damage suffered by the Account Owner due to circumstances excluding the Bank's liability, which shall include, in particular:
 - a) actions of domestic or foreign authorities or courts;
 - b) refusal or delayed grant of necessary permissions on the part of authorities;
 - c) influence of force majeure, uprising, revolution, civil riots, war or natural disasters;
 - d) other events beyond the Bank's control (e.g. strikes, lock-outs, traffic jams);
 - e) malfunction of telecommunication services provided to the Bank by third parties;
 - f) refusal or incorrect performance of authorisation due to a failure of the processing system of the authorisation centre or of telecommunication lines, interruption of electricity supply;
 - g) ATM failures;
 - h) refusal to accept the Card;
 - i) damage to or retention of the Card by an ATM or Merchant. Moreover, the Bank shall not be liable

for damage incurred due to events under the control of the Account Owner or of the Card Holder or events for which the Account Owner or the Card Holder is responsible, or damage incurred due to a breach or delay in performance of the Account Owner or of the Card Holder, in particular, but not limited to, the obligations pursuant to Article 3 paragraph 8, Article 6 paragraph 1, Article 7 paragraph 3 hereof.

5. The Card Holder shall be liable for financial consequences arising from use of lost, stolen or misused Card until the moment of reporting the relevant fact according to the respective provisions hereof.
6. The Card Holder hereby acknowledges that, in case of performing Transactions by the Card by means of Internet, he exposes himself to the risk of the Card's misuse. The Bank shall not be liable for damage incurred due to such misuse, unless otherwise provided.
7. The Account Owner and the Card Holder shall be liable, jointly and severally, for obligations arising from the Card Agreement arisen in connection with issuance and use of the Card, as well as for all possible costs and losses, which will be suffered by the Bank in connection with issuance and use of the Card.

Article 9

Fees

1. The Account Owner shall be obliged to pay all Fees to the Bank in compliance with the valid Price List.
2. Unless otherwise agreed between the Account Owner and the Bank, the Fees shall be payable as at the day specified in the Price List and if the Price List does not contain such data, they shall be payable on the day of execution of the charged transaction.
3. The Bank shall be entitled to change and/or supplement the Price List and that due to changes in the Bank's business policy or in connection with development of the legal environment or on the basis of changes in the money and capital markets or based on changes in the banking market. The Bank shall be obliged to inform the Account Owner of changes of the Price List by means of Publication within the deadline determined by the relevant generally binding legal regulations prior to the effective date the change. In the event of substantial increase of the Fees and of other items of the Price List, the Account Owner - Consumer shall be entitled to withdraw from the Card Agreement; a written withdrawal from the Card Agreement must be delivered to the Bank in the form of registered mail no later than on the day preceding the effective date of the change of the Price List. If the Account Owner - Consumer does not withdraw from the Agreement within the deadline specified in the preceding sentence hereof, it shall apply that the Account Owner - Consumer agrees with the given change of the Price List and such change shall be binding upon the Account Owner - Consumer. The right of the Account Owner - Consumer to use the Card/Cards issued for the Account shall expire on the day of withdrawal from the Card Agreement and the Bank shall be entitled to cancel the Card/Cards in question. The Account Owner - Consumer shall be obliged to return the Card/Cards to the Bank not later than on the effective date of the withdrawal from the Card Agreement, otherwise the Bank shall be entitled to block the unreturned Card/Cards. Both the Bank and the Account Owner - Consumer shall be obliged to pay to the other contracting party all outstanding receivables, which arose until the withdrawal from the Card Agreement. In the event that such mutual receivables and liabilities are not settled as at the effective date of the withdrawal from the Card Agreement, they shall not cease to exist upon the withdrawal from the Card Agreement. The Bank and the Account Owner - Consumer have agreed that provisions of the present Business Terms and Conditions and provisions of the Card Agreement governing mutual receivables of the Bank and of the Account Owner - Consumer and their repayment, as well as all related provisions shall apply until the moment of due settlement of all receivables and liabilities specified in the preceding sentence hereof.

Article 10**Termination of Contractual Relationship**

1. The Card Agreement shall be concluded for an indefinite period. The validity of the Card Agreement can be terminated by agreement of the contracting parties or by notice or in other way specified herein.
- 1.1. The Bank shall be entitled to terminate the Card Agreement for whatsoever reason and even without giving any reasons, namely by delivery of written notice to the other contracting party. The period of notice shall be two months and it shall start to pass on the date of delivery of the written notice to the other contracting party. This shall not apply if the Account Owner or if the Card Holder provably acted in a fraudulent manner when using the Card.
- 1.2. The Account Owner shall be entitled to terminate the Card Agreement for whatsoever reason and even without giving any reasons, namely by delivery of written notice to the other contracting party. The period of notice shall be one month and it shall start to pass on the date of delivery of the written notice to the other contracting party. All non-payable receivables of the Bank arisen on the basis of the Card Agreement shall become payable upon termination of validity of the Card Agreement. The obligation of the Account Owner /the Card Holder to settle the existing payables towards the Bank shall not cease to exist upon termination of validity of the Card Agreement. The Bank shall be entitled to charge current account with and the Account Owner shall be obliged to compensate the Bank also for the sum of all Transactions, which were made or cleared until or also after termination of the Card Agreement, such as the total sum of Transactions including appurtenance and components of such receivable (mainly related fees). The Account Owner shall be obliged to pay hereunder for such Transactions also after termination of the Card Agreement. Without regard to the abovementioned, upon delivery of notice to the other contracting party or in cases stipulated in the Business Terms and Conditions, the right of the Card Holder to make Transactions by the Card shall terminate upon termination of the Card Agreement. The Card Holder shall be obliged to immediately deliver the Card to the Bank by mail or in person to the Bank's branch. If the Card Holder fails to do so, the Bank shall be entitled to block the Card. The Account Owner undertakes to settle all receivables of the Bank arisen in connection with the Card Agreement or with use of the Card without undue delay.
2. If, after expiry of the Card's validity period, a renewed Card is not issued for the Card Holder, the validity of the Card Agreement shall expire as of the date of expiry of the Card's validity period and the Card Holder shall be obliged to return the invalid Card to the Bank without undue delay.
3. The current account owner and the Bank have agreed that during the term of the Card Agreement concluded by and between the Bank and the current account owner, the Account Owner shall be entitled to terminate the Current Account Agreement with one-month notice which, unless agreed otherwise, shall start to run on the date on which the Card is returned to the Bank or following the settlement of the Bank's receivable in full.
4. The Account Owner agrees that in the event of termination of the Card Agreement, irrespective of the method of termination and if there still exist between the Bank and the Account Owner unsettled rights and obligations, which arose in connection with the Card Agreement or with use of the Card (e.g. outstanding receivables of the Bank), the settlement of such rights and obligations shall be further governed by the relevant provisions of the present Business Terms and Conditions or of the GBTC governing the method of fulfilment of such rights and obligations and associated issues.

Article 11**Special Provisions**

1. The following shall be deemed as a Case of Violation hereunder:
 - a) existence of a reasonable suspicion that there could occur or occurs misuse of a Card; or
 - b) the balance of financial means on the Account drops under the determined minimum balance or reaches an unauthorised debit balance; or
 - c) the permitted Daily/Monthly Limit of use of the Card is exceeded by making the Transaction;

- d) the Account Owner is in delay in fulfilment of his obligations towards the Bank or the Account Owner breaches his statement or other obligations, which he has towards the Bank; or
 - e) the Bank credibly learns about a bankruptcy petition or about a motion to permit restructuring of property of the Account Owner or about entry of the Account Owner in liquidation; or
 - f) the Bank credibly learns about material deterioration of property relations of the Account Owner or of the Card Holder (e.g. there is submitted a motion to commence court execution of a decision or execution proceedings); or
 - g) the Account Owner and/or the Card Holder, by his actions, breached or failed to observe the law or other generally binding legal regulation valid in the territory of the Slovak Republic; or
 - h) the Account Owner and/or the Card Holder breached or his actions led to breach of provisions of the present Business Terms and Conditions, of the GBTC or of the Card Agreement; or
 - i) the Account Owner becomes insolvent or declares or admits that he is not able to pay any financial obligation towards the Bank within maturity of the same; or
 - j) the Account Owner deceased, was declared dead or the Account Owner and/or Card Holder ceased to exist; or
 - k) revocation of any consent of the Card Applicant or of the Card Holder pursuant to the present Business Terms and Conditions; or
 - l) the Card Holder misled the Bank by provision of incorrect data, by failure to provide data, by other failures or in other way, which influenced decision of the Bank to issue the Card; or
 - m) the Bank filed against the Card Holder or against the Account Owner a complaint due to suspicion of committing a criminal offence; or
 - n) the Account Owner and/or the Card Holder is in custody or imprisoned.
2. If there occurs a Case of Violation pursuant to paragraph 1 of this Article hereof, the Bank shall be entitled, in compliance with generally binding legal regulations, even without prior notification of the Card Holder or of the Account Owner and with regard to the gravity of the Case of Violation, in particular, but not limited to:
- a) to cancel the right to use the Card; or
 - b) to refuse to perform Transactions being performed by a Card; or
 - c) to block the Card; or
 - d) to charge debit interest due to overdraft on receivables in payment of which the Account Owner is in delay; or
 - e) to assign receivable towards the Card Holder to a third party; or
 - f) to terminate the Card Agreement; or
 - g) to satisfy its receivables to the debit of the Account via collection.

Article 12

Final Provisions

1. Mutual rights and obligations of the Bank and the Account Owner and/or the Card Holder not regulated by the Card Agreement or by the present Business Terms and Conditions shall be governed, on the basis of will of the contracting parties, by the GBTC, generally binding legal regulations, respectively.
2. In the interest of improving the quality of the services being provided by the Bank in conjunction with change of the Bank's business policy or in conjunction with development of the legal environment or based on changes in the money market or in the capital market or based on changes in the banking market, the Bank shall be entitled to change or supplement the present Business Terms and Conditions or to fully replace the same. The Bank shall Publish current wording of the Business Terms and Conditions in its Business Premises. The Account Owner shall be entitled to express his disagreement with change of the Business Terms and Conditions by a written notice delivered to the Bank in the form of a registered mail, not later than on the day preceding the effective day of such change of the Business Terms and Conditions. However, if the Account Owner fails to notify his disagreement with change of the Business Terms and Conditions within the above-mentioned deadline and performs any

legal act towards the Bank or continues to accept banking products of the Bank, so that it is obvious from the relevant situation that he is willing to continue in the contractual relationship with the Bank, or if he confirms by his actions that he familiarised himself with the change of the Business Terms and Conditions, the Bank shall deem such actions of the Account Owner as an expression of his consent to the change of the Business Terms and Conditions and such changes shall become effective in relation to the Account Owner and/or Card Holder on day specified therein. If the Account Owner expresses his disagreement with change of the Business Terms and Conditions and no agreement is reached, both the Bank and the Account Owner shall be entitled to terminate their contractual relationship with immediate effect, whereby mutual receivables of the contracting parties shall become immediately due.

3. All contractual relations arisen between the Account Owner 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 Account Owner and/or Card Holder and the original UniCredit Bank Slovakia a. s., Šancová 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 Account Owner and/or Card Holder shall also be deemed to have given consent to these Business Terms and Conditions if the Account Owner 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 Account Owner and/or Card Holder wishes to continue in the relevant contractual relations with the Bank, or Account Owner and/or Card Holder acts in a manner proving that Account Owner and/or Card Holder has become familiar with the Business Terms and Conditions.
4. The present Business Terms and Conditions shall come into force on **13th January 2018** and supersede in full extent the Business Terms and Conditions for the Issuance and Use of Debit 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: