

# TERMS AND CONDITIONS FOR THE ISSUE AND USE OF DEBIT CARDS

### I. Introductory provisions

1.1 These Terms and Conditions for the Issue and Use of Debit Cards (hereinafter the "Terms") are part and parcel of the Debit Card Issue Agreement (hereinafter the "Card Issue Agreement" or simply the "Agreement") and regulate the mutual rights and obligations of Raiffeisenbank a.s. (hereinafter the "Bank") and the Account Owner. The Account Owner will receive the Terms no later than upon signature of the Agreement at a Bank branch, or will become familiarized with them through the Bank's internet banking application if the Agreement is submitted in that manner.

**1.2** The Bank is entitled to propose changes to contractual conditions; such changes to contractual conditions, including changes in the content of the Agreement and other legally binding arrangements comprising the changes are subject to the procedure set forth in provisions 1.5 to 1.7 of the General Terms and Conditions of Raiffeisenbank a.s. (hereinafter the "GTC"). The wording of the Terms or changes to the Terms will be available at the commercial locations of the Bank and posted on the Bank's public website.

#### **1.3** Definition of terms:

Capitalized terms which are not defined in these Terms are specified in the GTC, Technical Conditions, Product Conditions for Direct Banking Services or the Information on Payment Deadlines for Raiffeisenbank a.s. (hereinafter "Information for Payment Deadlines").

**3D Secure** - A service designed to increase the security of e-commerce transactions for Merchants which support this service, by using a 3D Secure password or RB Key as required to complete authorisation of the transaction by the Cardholder. The 3D Secure password is made available to the Cardholder via Internet and/or Mobile Banking.

**ATM** - A self-serve electronic device serving primarily to withdraw cash from the Account, or to deposit cash using a Card, or possibly to communicate with the Bank (e.g. for determining the Available Balance for using the Card).

**Card Blocking** - a measure generally consisting of a permanent restriction on the ability to carry out all Payment Transactions with the Card. The Card may be blocked by the Bank or upon request of the Cardholder, or possibly the Account Owner, under the conditions set forth in these Terms.

**Cash Advance** – a cash withdrawal using the Card at select counters of banks or exchange offices at establishments bearing the "Cash Advance" designation.

**Cash Back** – a cash withdrawal using the Card where the Merchant allows a Cardholder to withdraw cash when making a cashless Payment Transaction with the Card. The Cash Back service is available at all Merchants bearing the "Cash Back" designation.

#### CVV2/CVC2 (Card Verification Value/Code)

- a three-digit security code printed on or next to the signature strip on the back of the Card. For payments carried out without the presence of the Card at a Merchant, e.g. for internet purchases, along with other information about the Card and/or the Cardholder serves additional identification purposes; by providing or entering this number and possibly other Card data, the Cardholder consents to carrying out the Payment Transaction, if provision of such details is required when authorising the Payment Transaction.

**Additional card** - a card issued by the Bank based upon an Agreement concluded with the Account Owner to the Account for the person expressly designated/authorised by the Account Owner ("Additional Cardholder")

Cardholder/Additional Cardholder (hereinafter also jointly referred to as "Cardholder") - The physical person who uses the Card based upon the Agreement. Unless specified otherwise in the Terms, the Cardholder means every legitimate user of the Card. In certain cases, the Cardholder is a different person that the Account Owner; if the provisions of the Terms are applicable only to such person, then the Terms shall explicitly state "Additional Cardholder".

**Dynamic Currency Conversion (DCC)** - Service enabling the calculation of Payment Transaction amounts into the currency specified by the Cardholder. Such determination of the Payment Transaction amount is final and the specified currency becomes the currency of the Payment Transaction. In approving the Payment Transaction, the Cardholder confirms that he has been informed of the exchange rate being applied, any possible fees, and the final amount in the specified currency, regardless of the currency in which the Payment Transaction was originally entered.

**E-commerce transactions** – Payment transactions performed without the physical presence of the Card, except for Payment Transactions initiated by swiping the Payment Device at a POS. E-commerce transactions shall also mean Mail Order/Telephone Order transactions and the like.

**Cash transaction** – other than a cashless Payment Transaction; this concerns cash withdrawals from



ATMs or cash deposits using ATMs, Cash Advance or Cash Back transactions, transactions carried out in association with participation in betting games, especially for the purpose of purchasing cash convertible betting items (e.g. transactions carried out in casinos to purchase betting chips); whether a transaction carried out in association with betting is considered a cash transaction depends on the identification of the recipient of such transaction by the provider of payment services for the Payment Transaction in the system of the particular card association.

**Imprinter** – a mechanical sensor intended for imprinting embossed Cards and the identification label of the Merchant on the sales receipt for cashless Payment Transactions or Cash Advances.

**Infoline** - the telephone number which the Cardholder can use for telephone communication with the Bank; this is primarily used to report the loss, theft or abuse of the Card. The Infoline is listed on the Public Website of the Bank and is also listed by the Bank on documents pertaining to the Card.

Unique identifier (hereinafter "Identifier") - The sixteen-digit Card number which identifies the Cardholder and Card when entering Payment Orders and carrying out Payment Transactions; for some Payment Transactions specified by the Terms, the sixteen-digit Card number identifies the Owner of the Account for which the Card is issued as the recipient of the amount of such Payment transactions.

**Card** – a means of electronic payment through which the Cardholder gives the Bank Payment Orders for the purpose of carrying out cash or cashless Payment Transactions, the amount of which is debited from the Account held at the Bank. Unless specified otherwise in the Terms, provisions concerning the Card (especially with respect to its issue, activation and use) also apply to Additional Cards. A Card is represented by a Plastic Carrier and a Virtual Card. Provisions of the Terms relating to the Card apply both to the Plastic Carrier and Virtual Card, unless explicitly stipulated otherwise.

Credit Card Transaction – A payment transaction charged for the benefit of the Account, for which a Payment Order was made by the Merchant where the card was used to pay or a specific Payment Transaction charged for the benefit of the Account made through some card associations under the Payment Order of the payment card holder when the recipient is determined by an Identifier (Please see clause V. 13 of GTC) in the order to make such Payment Transaction.

**Card limit** - the maximum amount which restricts the draw of funds from the particular Account via the Card for a specified period of time. The Bank establishes the Card Limit as separate standard transaction limits (i) for cash Payment Transactions

and (ii) for cashless Payment Transactions, possibly even as a total transaction limit.

Mail Order/Telephone Order (MO/TO transaction) – Payment orders for carrying out Payment Transactions with the Card without the presence of the Cardholder or Card (orders for goods/services placed through mail order, internet, etc.).

**Currency component** - the currency of the Account activated for select Accounts.

**Replacement card** - A Card issued by the bank to the Cardholder in the event the original Card is nonfunctional, not delivered, lost, stolen or abused. The replacement card is subject to identical terms of use as the original Card and includes both the newly issued Plastic Carrier and the updated Virtual Card.

**Medium** -document with which the Card is handed over to the Holder. Among other, the medium contains information on activation.

**Merchant** – every merchant of goods and provider of services (hotels, restaurants, stores, car rental companies, gas stations, telephone operators, postal service operators, etc.) which regularly accepts the Card as a means of payment for the purchased goods or services provided.

**Renewed card** - a Card issued after the original Card has expired. The Renewed Card includes both the Plastic Carrier and the updated Virtual Card.

**PIN** (Personal Identification Number) – the numeric personal identification code used exclusively by the Cardholder to approve Payment Transactions or to identify the Cardholder in association with other Card Use.

**Plastic Carrier –** the Card issued in a physical form (plastic) to the Cardholder by means of the Medium.

**Point of sale (also abbreviated as "POS")** - an electronic payment terminal which reads data on the magnetic strip or chip of the Card, or Payment Device which is saved in electronic form for further processing.

**Payment application** - An application supported by the Bank allowing the applicant to make payment transactions debited from the Account on the basis of the Card's registration in such application. The list of supported devices will be published by the Bank on the Website.

Payment device - A device equipped with the Payment Application and NFC technology, through which a Payment Order to make a Payment Transaction debited from the Account can be entered.

RB klíč (RB Key) - stand-alone application or additional feature of Mobile Banking ensuring secure communications between the User and Bank when using Direct Banking Services. The stand-alone application is available for download via the appropriate distribution services according to the operating system or Mobile Device manufacturer. RB Key allows the User to verify his or her identity



towards the Bank or to express consent to the realization of an Instruction or Instruction on the Agreement. To operate RB Key, it is necessary to enter a PIN (if RB Key is used as a feature of Mobile Banking, it is also the S-PIN) or password or to successfully use the Mobile Device's biometric sensor.

Strong Authentication of Cardholder - method defined by legislation and used by the Bank to check whether a Payment Order is placed by the authorized Cardholder. Usually, this concerns a procedure associated with an expression of the Cardholder's consent to realize a Payment Transaction or with some parts of such consent. Also, the Bank uses some of the exceptions from the obligation to carry out Strong Authentication of the Cardholder where permitted by legislation. As a result of such exceptions, the process of expressing Cardholder's consent to realize a Payment Transaction (i.e. transaction authorization) may differ even in similar situations and when authorizing a transaction the Cardholder may be asked to provide data to a varying extent. Alternative methods of expressing the Cardholder's consent to realize a Payment Transaction are stipulated in the Terms (particularly paragraph V.2).

**Account** - the account held at the Bank for which the Card is issued.

Card use - primarily carrying out cashless payments and Cash Transactions with the Card; this particularly concerns Payment Transactions made where the Card is physically present, as well as Payment Transactions made where the Card is not physically present. The term "transaction" is used for both of these operations. If the Terms mention "with the Card" in relation to the use of the Card, this is understood to be the direct use of the physical Card where data is stored in digital form, as well as the use of the numbers (e.g. their disclosure) which are displayed on the physical Card; transactions for which the Payment Order was made using the card are deemed to be Payment Transactions made via the Payment Application.

**Virtual Card** – information derived from the Plastic Carrier, available to the Cardholder exclusively via Mobile Banking. The Virtual Card only allows for registering the Card in Payment Applications supported by the Bank.

**Serious grounds** – are actions by the Cardholder, or the rise of such circumstance entitling the Bank to proceed in accordance with paragraph XIII.2 of the Terms. Serious grounds are considered to be (i) insolvency proceedings initiated against the Account Owner, or bankruptcy declared on the Account Owner, (ii) rulings or executions carried out against the Account Owner as the obliged party, (iii) the Account Owner is late with the payment of any claims due to the Bank, (iv) fulfilment of the conditions entitling the Bank to Block the Card, (v) the provision

of false or incomplete information to the Bank or other fraudulent conduct.

### II. Card Issue Agreement

**II.1** An account must be held at the Bank before an Agreement may be concluded and Card issued by the Bank.

**11.2** The Bank issues Cards according to the Bank's offering of products based upon the Agreement. The Draft agreement in electronic form is considered to be signed and submitted by the Account Owner following confirmation by means of electronic identification used in the communication between the Bank and the Account Owner.

**II.3** Depending on the scope of authorisation granted when providing the Signature Sample, the Agreement may also be concluded and other acts carried out in the name of the Account Owner by the Managing Clerk.

**11.4** In the event that an Additional Card is issued based upon the Agreement, the Account Owner is required to familiarize the Additional Cardholder with the contents of the Agreement, including all documents constituting the Agreement and any changes to such.

#### III. Card Issue

III.1 The Bank will issue the Plastic Carrier to the Cardholder within 14 Banking Days of conclusion of the Agreement and the Virtual Card without undue delay after concluding the Agreement. Issue of the Card is understood to be its distribution to the Cardholder in the specified manner. The deadline for issuing the Card is met by the Bank provided the Bank sends the Plastic Carrier to the Cardholder within this period, makes the Virtual Card available via Mobile Banking, or allows the Cardholder to pick up the Plastic Carrier within this period.

**III.2** The Bank will assign Limits to the Card based upon agreement with the Account Owner. Card Limits may be changed in the manner specified in paragraph I.2 of the Terms.

**III.3** When automatically renewing the Card, the Bank is entitled to issue the Cardholder a different Card than the one used up until that point. If issue of a different Card represents a change in the contractual terms, the Account Owner approves of such change in the manner specified in paragraph I.2 of the Terms.

**III.4** The Card is the property of the Bank.

**III.5** The Card is valid up until the time designated on the front of the Card. The Card validity expires on the last day of the month designated on the front of the Card or as of the moment of activation of the Renewed Card replacing the original one. The Cardholder is entitled to Card Use as long as the Card is valid.



# IV. Distribution of Cards and PIN codes, Card activation

IV.1 The Bank will deliver the Card in the form of the Plastic Carrier to the current contact address given in the Agreement. If the Cardholder requests express issue of the Card, the Bank and Cardholder may agree that instead of the delivery according to the previous sentence the Bank will deliver the Card to a Business Location where the Cardholder will collect the Card in the form of the Plastic Carrier in person. The Cardholder is required to check the integrity of the envelope with the Card. If the envelope shows signs of tampering, the Cardholder is required to immediately notify the Bank. Based upon such notification, the Bank will Block the Card. If the envelope has not been delivered within 30 days of the conclusion of the Agreement, placement of a request for a Replacement Card or from the expiration date of the Card according to the date given on the Card when issuing Renewed Cards, the Cardholder is required to immediately notify the Bank of this fact. In such cases, the Bank will issue a Replacement Card, including a new PIN, within 30 days of notification from the Cardholder.

IV.2 The Bank will send the Cardholder, who is a User within the meaning of the product conditions for the Direct Banking Services, a PIN code via the Internet and/or Mobile Banking, upon the Cardholder's request in a separate envelope to be delivered by the Bank to the Cardholder to the current contact address given in the Agreement. If the Cardholder requests express issue of the Card by delivery to a Business Location pursuant to Article IV.1 above, the PIN will be delivered to the Cardholder along with the Card at the Business Location, if the Cardholder requests so. A Cardholder who is not a User within the meaning of the product conditions for Direct Banking Services will be provided with the PIN code in a separate envelope. The envelope with the PIN code will be sent by the Bank to the current contact address of the Cardholder given in the Agreement. The Cardholder is required to check the integrity of the envelope. If the envelope shows signs of tampering, the Cardholder is required to immediately notify the Bank. If the envelope containing the PIN code has not been delivered within 30 days of the conclusion of the Agreement, the Cardholder is required to immediately notify the Bank of this fact. In such cases, the Bank will issue a Replacement Card, including a new PIN, within 30 days of notification from the Cardholder

**IV.3** If it is agreed to pick up an expressly issued Card and PIN code at a Business Location, the Card and PIN will be ready to pick up within 3 Banking Days following conclusion of the Agreement at the location given in the Agreement. The Cardholder is required to pick up the Card and PIN code within 150 days of conclusion of the Agreement; if the Card

is not picked up within this time, the Bank is entitled to invalidate the Card and PIN code.

**IV.4** The Cardholder is required to activate the Card in the form of a Plastic Carrier upon its delivery or pick up at the Business Location according to the instructions and manner specified by the Bank in the Card Instructions, no later than within 150 days of concluding the Agreement, or within 150 days of the expiration date of the original Card for activation of Renewed Cards, unless agreed to otherwise with the Bank. Up until its actual activation, the Card in the form of a Plastic Carrier cannot be used according to these Terms. The Cardholder may use the Virtual Card on the basis of its registration in the Payment Application for actions under these Terms as enabled and supported in the particular Payment Application.

**IV.5** Immediately after receiving the Card, the Cardholder is required to sign the Card on the signature strip on the back side of the Card. The Cardholder must use permanent ink to sign the Card.

#### V. Use of the Card

**V.1** The Cardholder is entitled to use the Card up to the established Card Limit, but for no more than the amount of the Available Balance on the Account. In the event that Use of the Card exceeds the Available Balance on the Account, the Account Owner is required to cover such Unauthorised Negative Balance within one day after overdrawing the Account.

**V.2** The Bank will carry out the transaction for which the Payment Order was given using the Card, provided it is approved (authorised) by the Cardholder. For transactions made where the Card is physically present (i), the Cardholder approves transactions by entering the PIN code at an ATM or POS or by signing for the transaction, while for transactions where the Payment Order is given through direct use of the Card without any further verification of the Cardholder's identity, the transaction is already authorised with such use of the Card. For transactions where the Card made without the physical presence of the Card (ii), the transaction is authorised by submitting the information given on the Card along with the CVV2/CVC2, if the provision of CVV2/CVC2 is also required when authorising the Payment Transaction, or by providing details generated by the Payment Application to make the Payment Transaction; in the event of transactions secured by the 3D Secure service, the transaction is authorised by submitting the information given in the previous sentence and entering the 3D Secure password or using RB Key, if entering a 3D password or using RB Key is also required. If the Payment Transaction is made via the Payment Application, the Cardholder shall give his/her consent to the Payment Transaction by swiping the Payment Device at a POS; if a Payment Application initiates an ATM Payment



Transaction after placing a Payment Device at the ATM's contactless reader, the Cardholder expresses his or her consent to the Payment Transaction by entering the Card's PIN. After a transaction has been authorised by the Cardholder, it may not be rescinded. For a Payment Order given with the Card to be accepted, in addition to authorizing the transaction the Cardholder must also meet other conditions specified in the Agreement and the Account Contract.

**V.3** When using an ATM, the Cardholder should follow the instructions for use given on the ATM display. If the Card is confiscated for technical reasons or due to errors in handling the ATM by the Cardholder, the Cardholder must contact the Bank Infoline and follow the instructions of the telebanker. Likewise, the Cardholder must contact the Bank Infoline in the event that during a cash withdrawal, the Cardholder receives a greater or lesser amount than requested. Three successive incorrect entries of the PIN code will result in the automatic temporary blocking of the Card for the transaction for which the PIN was requested. The Card will automatically become unblocked at midnight of the day on which the blocking occurred.

**V.4** When using the Card to make payments in a business network, the Merchant will generally check the Card and is entitled to request authorisation from the Bank or designated entity (i.e. an authorisation centre) to carry out the transaction, and such transaction will only be carried out if the Merchant receives authorisation from the Bank or authorisation centre.

V.5 The Merchant is required to issue a sales receipt which the Cardholder must sign if requested by the Merchant, and this signature must match the signature on the back of the Card. If the Cardholder is requested to authorize the transaction by entering a PIN code, then the Cardholder is generally not required to sign the receipt but the Merchant may request the Cardholder to do so. The Merchant may refuse to accept the Card to make payments if there is doubt that the person presenting the Card is the authorised Cardholder. The Cardholder may be requested by the Merchant to furnish identification. In the event that the Card is not presented by the Cardholder, the Merchant is also entitled to confiscate the Card; likewise, the Merchant is entitled to confiscate a Card which has expired or has been

**V.6** If the Use of the Card results in damage to the Bank, then the Cardholder is required to compensate the Bank for such damage.

**V.7** If the Bank provides information through an ATM about the funds available in the Account for Use of the Card, it emphasizes to the Cardholder that this balance information is only for purposes of orientation and need not necessarily reflect the

current balance of Funds in the Account. A change in the amount of the Available Balance on the Account in relation to the Use of the Card need not be reflected immediately after such change in the amount of the Available Balance occurs (particularly as a result of Payment Transaction amounts crediting the Account); information about the current Available Balance for Use of the Card can be obtained by the Cardholder through the Infoline or via appropriate additional services.

**V.8** The Bank cannot guarantee the Cardholder the payment of desired amounts (up to the Card Limit for ATM cash withdrawals) through a single ATM withdrawal. The amount of a single withdrawal is limited by the type of ATM and bill denominations used by the ATM operator. When making ATM withdrawals and using Cash Advance or Cash Back services, the provider of payment services which operates the ATM or provides Cash Advance or Cash Back services may establish the maximum transaction limits for cash withdrawals using the Card. These limits may be established for single withdrawals or as a daily limit, and may also be conditional upon the amounts of Payment Transactions. The Bank has no control over the establishment of such limits and cannot guarantee that the Cardholder will be able to withdraw the desired amount of cash in a single withdrawal or through multiple withdrawals during a single day to the extent of set Card Limits. The Bank is entitled, however, mainly due to the fulfilment of the obligation to proceed prudently while performing its business activities, to take measures, which may result in the limited Card use primarily for the purposes of preventing the damage to the part of the Account Owner, in particular to determine the maximum number of transactions, for which the Payment Order via an ATM or other device can be set up during a certain period, or to specify a maximum limit of such individual transactions. The Bank shall notify the Cardholder of such a measure in an appropriate

**V.9** The Bank is entitled to refuse a Payment Order if so provided by law, or in the event that acceptance of the Payment Order made with the Card would result in any of the following circumstances, (i) the transaction would be carried out by a Card which has not been activated by the Cardholder or a Card which has expired, (ii) the transaction would be carried out after the Card is Blocked, locked, or if the Card would be used to carry out a transaction which the Bank and Account Owner have agreed is prohibited for the Card, (iii) the transaction exceeds individual components of the Card Limit, (iv) the transaction would result in an Unauthorised Negative Balance, the transaction would be carried out without the Bank (or any other subject providing verification) being able to verify fulfilment of that set conditions for acceptance of a Payment Order (including



determining the Identifier and verifying Card validity) and processing of a transaction, or without approval being given by an authorisation centre pursuant to paragraph V.4 of these Terms, (vi) it may be reasonably presumed from the circumstances of use that the Card is being abused, (vii) the transaction would be realized without Strong Authentication of the Cardholder taking place.

**V.10** The Cardholder will generally be notified immediately that a Payment Order has been refused via the terminal device of the POS, the ATM, Merchant, or partner bank providing the Cash Advance service. If the Cardholder cannot be notified of the declined Payment Order in the aforementioned manner, this information regarding the refusal of the Payment Order and possibly the reasons for refusal will be available through the Infoline.

V.11 Although the technical means necessary for processing Payment Orders with the Card are generally available to the Cardholder continuously, the Bank does not undertake to enable Payment Orders to be made with the Card or enable other use of the Card non-stop without interruption. The Bank therefore brings to the Cardholder's attention certain cases beyond the control of the Bank where the use of the Card may not be possible: e.g. (i) if the Card becomes non-functional (especially due to physical damage); (ii) if the Bank or other subject is unable to verify fulfilment of the conditions set for accepting Payment Orders and carrying out transactions due to external circumstances which may include technical obstacles or defects; (iii) technical obstacles on the part of the Merchant, the Merchant's provider of payment services or card associations, Payment Application or Payment Device, which prevent Payment Orders to be made with the Card.

**V.12** For select types of Merchants (e.g. hotels, rental agencies, service centres) the Cardholder is entitled to use the Card for (i) pre-authorised transactions, i.e. transactions which are authorised by the Cardholder, when at the moment the transaction is carried out, only the preliminary amount of the transaction is known. At the moment of authorisation, the Available Balance of the Account is decreased by this amount, and the effective date is deferred until the Merchant determines the final amount to be charged for the transaction; (ii) transactions with subsequent billing, i.e. transactions directly related to another transaction which was charged as payment for a service of the Merchant, where the effective date of the transaction is deferred until that time when the Merchant establishes the final amount to be charged for the transaction. In cases where the Cardholder uses the Card to pay for services to be carried out through the aforementioned Payment Transactions, such use of the Card is also an authorisation and consent of the Cardholder with the blocking of the preliminary amount and the fact that the Merchant will establish the final amount of the transaction and may request its payment later. The amount for which the Payment Order was made with the Card as described above is thus charged for the amount submitted by the Merchant to the Bank.

V.13 During specific Payment Transactions carried out by certain card associations, a Payment Order made by the holder of the payment card may result in a Payment Transaction being carried out where the recipient of the amount of such Payment Transaction is the Cardholder himself, where the order to carry out such Payment transaction is determined in particular by the Identifier. The Bank does not allow Cardholders to submit orders to carry out such Payment Transactions, it only enables the acceptance of such Payment Orders determined by the Identifier, where the recipient of the Payment Transaction amount is always considered to be the Owner of the Account for which the Card was issued. The Owner of the Account is required to expressly point out this fact to Holders of Additional Cards. The conditions for clearing such transactions according to these Terms (especially article IX Clearing transactions), with the exception of clauses IX.5 and IX.6, do not apply to such Payment Transactions. The Bank will credit the amount of such Payment Transactions to the Account for which the Card is issued, within the deadlines specified in the Information on Payment Deadlines.

V.14 The Bank will notify the Account Owner of Payment Transactions carried out for which a Payment Order was given with the Card in the form of Account Statements in accordance with agreement based upon which the Bank keeps the Account. The information on the transactions carried out with the Card, which the Account Owner receives by means of the Account statements shall be immediately checked and any discrepancies notified to the Bank without undue delay, but not later than 13 months from the moment when the transaction was processed on the Account. If the Account Owner fails to notify the unauthorized, improperly carried out transactions or other detected discrepancies concerning the transactions via Card without undue delay after receiving the Account statement, the data relating to the transactions carried out via the Card in the Account statement are considered approved; for the purposes of this provision, the deadline without undue delay shall mean within 30 days following the delivery of the Account statement to the Account Owner, in which the discrepancies notified by the Account Owner appear. If the information about the transaction with the Card are made available to the Account Owner or provided in any other way than via the Account statement (especially through some of the Direct Banking Services), the period in the previous sentence shall commence from the time of disclosure or provision of the information on the



transaction with the Card to the Account Owner in this different manner.

# VI. Card security and protection, Card Blocking

**VI.1** The Cardholder is required to use and store the Card in accordance with the terms and especially adhere to the agreed principles for ensuring Card security. The Cardholder will protect the Card from loss, theft, misuse by unauthorised mechanical damage, excessive heat, direct exposure to magnetic fields, etc. The Cardholder is particularly required to adhere to the following measures to protect the personalized security elements of the Card: (i) the Cardholder should not share his/her PIN code with anyone else (not even family members, Bank employees, police officers, employees of authorisation services etc.), do not write your PIN on the Card or other item which is stored or carried with the Card, and do not record your PIN in a manner which would enable a third person to connect this information to the Card, if the PIN is displayed via the Internet or Mobile Banking, the Cardholder must proceed in such a manner as to keep the PIN code confidential (ii) when entering the PIN, the Cardholder is required to act so that the PIN remains concealed and is not disclosed in any way enabling Card abuse, (iii) when withdrawing cash from an ATM, the Cardholder should check whether the ATM is mechanically damaged; if the Card is confiscated by an ATM, the Cardholder must immediately notify the Bank, (iv) the Cardholder is required to sign the Card on the signature strip using permanent ink, (v) the Cardholder may not allow anyone else to use the Card, and also may not hand over the Card to another person with the exception of the case given in paragraph V.4 of the Terms, and also may not provide another person with the information to authorize a transaction (i.e. especially may not give the Card number, expiration date and CVV2/CVC2) with the exception of providing information according to paragraph V.2 (ii) of the Terms, and of course even in these cases, the Cardholder may not provide his/her PIN code.

Failure to adhere to any of the aforementioned security measures constitutes gross negligence on the part of the Cardholder and establishes obligations pursuant to article XI of the Terms. The aforementioned Cardholder obligations also apply for the unique data specified in the agreement between the Cardholder and the Bank to identify the Cardholder during communication with the Bank concerning the issued Card (e.g. password for communication) and for the unique data submitted to the Cardholder in association with the 3D Secure service, especially the 3D Secure password. The Cardholder's obligations relating to RB Key are subject to the contractual terms and conditions

governing the use of this Electronic Identification Tool, i.e. particularly the Product Conditions for Direct Banking Services.

In connection with the making of Payment Transactions via the Payment Application and Payment Device, the Cardholder must: (i) prevent other people from having access to the Payment Application and Payment Device, particularly by using the security features of the Payment Device and Payment Application (among others, not allowing any other person to register his/her security features for protected access to the Payment Device or Payment Application, such as the PIN code, biometric data etc., (ii) protect the security features of the Payment Device and Payment Application from another person, (iii) prevent other persons from making Payment Transactions via the Payment Application and Payment Device, (iv) protect the Payment Device from loss, theft, damage and misuse of the Payment Device or misuse of the Payment Application.

**VI.2** If the Card is damaged and can no longer be used or becomes non-functional, the Cardholder must report this to the Bank as soon as possible and destroy the card by cutting it (across the magnetic strip and chip). The Cardholder should destroy the Card in a similar manner if it expires or has been permanently blocked.

VI.3 In the event that the Cardholder suspects that the Card could be lost, stolen or misused, the Cardholder must immediately notify the Bank via the Infoline, Internet or Mobile Banking. The telephone banker will request the information necessary to identify the Card and the Cardholder, will request that the Cardholder provide all known information about the loss, theft or possible misuse, and immediately Block the Card. For clarification, the Bank and Cardholder declare that Blocking the Card according to this paragraph is blocking at the behest of the Cardholder. The Bank is entitled to record the telephone call requesting that the Card be blocked for purposes of demonstrating that the order to Block the Card has been placed and the time when Blocking occurred. Upon request, the Cardholder will be given the identification code for the block confirming receipt of the report about the loss, theft or misuse of the Card to the Infoline. In exceptional cases, when the Cardholder cannot personally report the circumstances specified in this paragraph of the Terms, the necessary steps will be carried out to the proper extent upon the request of another person (relative, co-worker, etc.). Once the Card is Blocked, the Cardholder may request the Bank via Internet Banking or Business Locations to issue a Replacement Card within 30 days from blocking.

**VI.4** When abroad, the Cardholder can also report the loss, theft or misuse of the Card to any branch of a bank which is a member of the international



MasterCard or Visa associations. This bank is obliged to pass on the Cardholder's report of the loss/theft/misuse of the Card as soon as possible to the Bank. In such cases, the Bank is effectively notified at the moment when it receives this information from the foreign bank.

VI.5 The Bank is entitled to Block the Card or otherwise limit the Use of the Card even without consent of the Cardholder or Account Owner due to reasons of Card security, especially if it suspects unauthorised or fraudulent use of the Card. The Bank generally becomes suspicious according to the previous sentence if it receives information on the misuse or possible misuse of the Card by an unauthorised person, or information on the loss or theft of the Card. Further, the Bank is entitled to Block the Card in situations where it deems that there is has been a considerable increase in the risk that the Account Owner will not be able to pay the outstanding balance on the Account for which the Card was issued. The Bank will provide the Account Owner information on the Blocking of the Card and the reasons for Blocking the Card in the manner used for providing account statements in accordance with the Account Agreement. The Bank is also entitled to immediately provide this information in another manner, by sending it to the contact address of the Cardholder. The Bank will not provide information according to this article in the event that the provision of information might defeat the purpose of blocking or other restriction of Card Use, or would be in violation of other legal regulations. As soon as the reasons for Blocking the Card according to this provision of the Terms pass, the Bank will unblock the Card or replace it with a newly issued Card.

**V1.6** The Bank will issue a Card in a state not allowing for E-commerce transactions to be carried out, unless agreed to otherwise by the Cardholder and Bank. Restrictions in relation to E-commerce transactions do not affect the use of the Card for other types of transactions. The Cardholder has the opportunity to subsequently permit or restrict the conducting of E-commerce transactions with the Card for any period of time. The order for permitting or restricting E-commerce transactions is carried out by the Bank no later than Banking Day following the day on which the Bank receives such Order.

## VII. Automatic Card Renewal

**VII.1** The Bank will issue the Cardholder an automatically renewed Card before the expiration date of the original Card at latest, usually 6 weeks before the expiry of the original Card.

**VII.2** A Renewed Card will not be issued if the Cardholder so requests before the Renewed Card is issued to the Cardholder.

**VII.3** The Bank reserves the right in justified cases (e.g. in the cases where, due to violation of the

Agreement or the existence of Serious Grounds, the Bank has proceeded or could proceed according to paragraph XIII.2 of the Terms) not to issue a Renewed Card. A Renewed Card will also not automatically be issued if the Card has been permanently Blocked.

VII.4 The automatically Renewed card for the next period is sent in the form of the Plastic Carrier to the Cardholder to the address, which the Bank has available according to the current agreement between the Bank and the Cardholder for the purposes of sending the Card. The Cardholder shall request any change of the address to send the automatically Renewed card from the Bank not later than two months before the expiry of the original Card. In case the Cardholder requests a change later, the change of the address for sending the Card will be taken into account for the purposes of sending the next Renewed card.

#### VIII. Fees

**VIII.1** The Account Owner will pay the Bank all fees and costs associated with the Cards issued for his/her account.

**VIII.2** The amount of the costs and fees for providing service is established in the Fee Schedule current at the time the services are provided or transaction carried out. The Bank is entitled to charge fees from the moment the Agreement is concluded, i.e. even in the event that the Card has still not yet been activated.

**VIII.3** The Bank will charge the fees and costs associated with the Cards to the Account.

**VIII.4** In connection with the making of payment transactions via the Card or using the Card, including but not limited to cash withdrawals or making payments with the Merchants, third parties may charge fees, for which the Bank is not liable.

### IX. Clearing transactions

**IX.1** At the moment when the Bank learns that the Card has been used to order a Payment Transaction, it typically reserves Funds in the Account for the amount specified by the Payment Order. If multiple currencies are held in the account, the reservation of Funds will be made in the currency designated as the primary currency. The Available Balance of the Account will be decreased by the amount of the reserved Funds.

For Cards issued for both an Account held in domestic currency as well as a select foreign currency (foreign currency account) without the option of activating additional Currency Components, the reservation of Funds in domestic currency is made in the Account held in domestic currency, while Funds in a foreign currency are reserved in the appropriate foreign currency Account. If there is not a sufficient Available Balance in one of the Accounts, then the



reservation of Funds will be made in the other

IX.2 The Bank will clear transactions carried out with the Card against an Account with foreign currency on the day of transaction clearance. The moment the Payment Order is accepted to carry out a transaction made with the Card is the Banking Day when the Bank receives the request for clearing the transaction (Payment Order) from the Merchant's provider of payment services or a provider of payment services or a subject which operates an ATM or provides Cash Advance or Cash Back service with all information necessary for carrying out the Payment Transaction (hereinafter the "moment of transaction acceptance"). The time near the end of the working day is 4 pm for Payment Orders made with the Card. In the event that the Bank receives a Payment Order after the agreed time near the end of the working day, the Payment Order shall be considered to be accepted on the next Banking Day. The deadlines by which Funds will be credited to the account of the provider of payment services of the recipient are further specified in the Information on Payment Deadlines.

**IX.3** For Cards which are issued for Accounts without the option of activating additional Currency Components in a single Account, i.e. for separate Accounts held in CZK and in a select foreign currency:

- (i) Transactions are cleared in the Account in which the reservation of Funds was made. If such reservation was not made, the transaction is cleared in CZK in the Account held in CZK while a transaction in another currency will be cleared in the appropriate foreign currency Account, regardless of the available balance of the Account. For the purposes of clearing the transaction, the Exchange Rate determined by the List of Exchange Rates valid upon the receipt of the Payment Order to carry out the transaction adjusted for the Exchange Rate surcharge determined in the Price list. The amount cleared is determined by using the valid exchange rate as follows:
- Amount debited from the Account = the amount in the currency of the transaction × the exchange rate for selling the currency of the transaction (DP) increased by the Exchange Rate surcharge determined in the Price list/the exchange rate for purchasing the currency of the Account (DN), reduced by the Exchange Rate surcharge determined in the Price list (for CZK DP, DN=1).
- (ii) Transactions carried out in a currency for which the Bank does not list an Exchange Rate are processed as follows:
- The particular card association determines the amount in the clearance currency (i.e. CZK) from the amount and currency of the transaction by using the exchange rate increased by 2,5% declared by this card association.

• The amount debited from the Account = the amount determined in the clearance currency (i.e. CZK)/exchange rate for buying the currency of the Account (DN), reduced by the Exchange rate surcharge determined by the Price list (if the Account current is CZK, then DN=1 and the Exchange rate surcharge is not charged).

If the currency of the transaction is EUR, USD or GBP, the currency is not converted provided that the transaction amount is debited from an Account kept in the same currency as the currency of the transaction. The aforementioned rules for converting currencies in which transactions are made are not used for transactions carried out using Dynamic Currency Conversion, on condition that CZK is the Account currency and there is enough Funds to carry out the transaction on the Account.

**IX.4** For Cards which are issued for Accounts with the option of activating additional Currency Components in a single Account:

(i) Transactions are debited from the active Currency Component of the Account that is the same as the currency of the transaction. If there are not enough Funds available in the designated Currency Component of the Account to clear the entire transaction amount, this Currency Component is debited up to the amount of the available Funds and the remaining amount is debited from the main Currency Component of the Account, regardless of the remaining balance of the Account expressed in the main Currency Component of the Account. For the purposes of clearing the transaction, the Exchange Rate determined by the List of Exchange Rates valid upon the receipt of the Payment Order to carry out the transaction adjusted for the Exchange Rate surcharge determined in the Price list.

The amount cleared is determined using the specified exchange rate as follows:

- The amount debited from the Account = the amount expressed in the currency of the transaction × the exchange rate for selling the currency of the transaction (DP) increased by the Exchange Rate surcharge determined in the Price list /the exchange rate for purchasing the currency of the Account (DN), reduced by the Exchange Rate surcharge determined in the Price list (for CZK DP, DN=1 and the Exchange Rate surcharge is not charged).
- (ii) Transactions carried out in a currency for which the Bank does not list an Exchange Rate are processed as follows:
- The particular card association determines the amount in the clearance currency (i.e. CZK) from the amount and currency of the transaction by using the exchange rate increased by 2,5% declared by this card association.
- The amount thus determined is debited from the particular Currency Component of the Account kept in CZK, and if there is no active Currency Component



in CZK, then it is debited from the main Currency Component of the Account,

- The amount debited from the Account = the amount determined in the clearance currency (i.e. CZK)/exchange rate for buying the currency of the Account (DN), reduced by the Exchange Rate surcharge determined by the Price list (if the Account current is CZK, then DN=1 and the Exchange Rate surcharge is not charged). The rules above for the conversion of currency, in which the transaction is made, will not be used for transactions made in the Dynamic Currency Conversion mode, if CZK is the Account currency and there is enough Funds to carry out the transaction on the Account.
- **IX.5** For clearing of Credit Card transaction, for which the Payment Order was made in different than the Account currency or currency of the active currency component, the exchange rates determined by the List of Exchange Rates applicable when the Payment Order to make such transaction adjusted for Exchange Rate surcharge is received will be used. The cleared amount using Exchange Rate above is determined as follows:
- Amount credited to the Account = (amount determined in the transaction currency x We Buy exchange rate (WBFX) of the transaction currency reduced or Exchange Rate surcharge determined by the Price List )/We Sell Exchange Rate (WSFX) increased for Exchange Rate surcharge determined by the Price List (for CZK both WSFX, WBFX equal 1 and the exchange rate surcharge is not charged).

The credit card transaction, for which the Payment Order was made in different currency than the Account currency or currency of the active currency component of the Account, form which the exchange rate is not determined by the Bank by the List of Exchange Rates is processed as follows:

- The relevant card association will set the amount in the clearing currency from the amount and transaction currency using exchange rate reduced by 2,5% published by this card association (i.e. CZK) from the amount and transaction currency.
- The amount credited to the Account = the amount determined in the clearing currency (i.e. CZK) / We Sell Exchange Rate (WSFX) of the Account currency increased by the exchange rate surcharge specified in the Price List (if CZK is the Account currency then WSFX = 1 and the exchange rate surcharge is not charged).

The rules above regarding conversions of the currency, in which the transaction is made, will not be applicable to transactions made in the Dynamic Currency Conversion mode. If the transaction amount is returned to the Merchant's account, for which the Payment Order was made by a Card, in another currency than the Account currency or currency of the active currency component of the Account, the amount credited to the Account may vary from the

originally charged amount due to different Exchange rate used when processing such incoming transaction

**IX.6**. The Exchange Rates applied by the Bank, are published in the Exchange Rate List by the Bank. The information regarding specific exchange rates that were used for the given transaction is communicated to the Account Owner in the Account Statement. The Exchange Rate List is available at public websites of the Bank and POS of the Bank.

**IX.7.** The Bank and Account Owner, who is not a Consumer, agreed that the Bank is not obliged to provide or make available to such Account Owner the information according to Regulation (EU) 2019/518 of the European Parliament and of the Council. The above information particularly applies to data relating to currency conversions.

#### X. Additional services

- **X.1** Cardholders may be provided or mediated additional services, especially various types of insurance provided in association with having and Using the Card. The Bank reserves the right to determine the type of Card for providing certain additional services. Certain additional services may be an integral part of the conditions under which the Bank issues the Card according to its line of products, while the Cardholder becomes an authorised user of such additional services upon conclusion of the Card Issue Agreement. If the use of certain additional services is governed by specific conditions which are not set forth in these Terms, these conditions are posted on the Bank's website and possibly at POS.
- **X.2** If the Bank provides the Cardholder or mediates for the Cardholder additional services associated with having or Using the Card, to use such additional services the Cardholder must consent to the conditions under which such additional services are provided. and, if necessary depending on the nature of such additional services, declare that he/she meets these conditions. If the additional services do not consist of providing payment services, the Bank is entitled upon sending notification to the Cardholder to change or cease providing the additional services for the given type of Card. The Cardholder may submit a request to the Bank to cancel the negotiated or mediated additional services; in such case the fees already paid to the Bank for the negotiated or mediated additional services are not returned to the Account Owner.
- **X.3** The Cardholder may arrange the additional "Card SMS Service" for the Card. This service may only be used if it is supported by the given type of Card. The Cardholder may use the "Card SMS Service" to receive reports on the use of the Card to Order Payments, including information about the Available Balance on the Account. For every SMS the Bank will charge the Account according to the current Fee Schedule.



**X.4** The Cardholder may arrange the additional "Information about Card Blocking" service for the Card provided as part of the Inform me service. This service may only be used if it is supported by the given type of Card. The Cardholder may use the "Information about Card Blocking" to receive reports about the reservation of Funds carried out by the Bank according to article IX of the Terms. Information about the reservations of Funds can be received as an SMS or e-mail. For sending these informational messages, the Bank will charge the Account according to the current Fee Schedule.

### XI. Liability of the Bank and the Cardholder

XI.1 The Account Owner bears the loss from unauthorised transactions made with the Card up to the amount corresponding to 50 EUR, provided that this loss was caused by a lost or stolen Card, or misuse of the Card; this will not apply of the Cardholder did not act fraudulently and could not have learned of the loss, theft or misuse of the Card before making the unauthorised transaction. The Account Owner bears the loss from unauthorised transactions made with the Card for the full amount if the Cardholder caused such loss through fraudulent behaviour, or failed intentionally or through gross nealigence to fulfil the obligation to use the Card in line with the Agreement, particularly failed to adhere to security measures set forth in these Terms or failed to immediately notify the Bank after learning of the loss, theft, misuse, or unauthorised use of the Card. The Account Owner does not bear the loss if (i) he/she did not act fraudulently and the loss occurred after the Cardholder reported the loss, theft, misuse or unauthorised use of the Card, (ii) he/she did not act fraudulently and the loss, theft or misuse of the Card were caused by actions of the Bank, (iii) the Bank did not provide the Cardholder with proper notification means to report that the Card has been lost, stolen or misused, or (iv) the Cardholder did not act fraudulently and the Bank violated its obligation to require Strong Authentication of the Cardholder. However, if the Agreement is not concluded with a Consumer, arrangements contained in the Technical Conditions shall apply to liability for an unauthorized transaction.

**X1.2** The Bank is not liable for damages incurred by the Cardholder resulting from the rejection of a Payment Order in accordance with these Terms or in cases where the Use of the Card is not possible according to paragraph V.11 of the Terms.

**X1.3** The Cardholder is aware and hereby expressly alerted by the Bank of the fact that when conducting transactions with the Card via internet, telephone or written order (i.e. without physically presenting the Card), the Cardholder is exposed to the risk of misuse.

**X1.4** The Bank is not liable for any instances where the Merchant refuses to accept the Card for payment.

#### XII. Claims

XII.1 Claims must be submitted by the Cardholder to the Bank along with all available documentation concerning the transaction in question, i.e. receipts from the Merchant, copies of accounts, receipts from ATMs, Account statements, refund document, or other documents required by the Bank confirming the legitimacy of the claim, etc., and the Cardholder must provide cooperation in determining important circumstances for processing the claim. The Account Owner bears in mind that processing of the claim may be extended depending on the circumstances of the specific case until that time when the Bank is provided with the aforementioned documents or cooperation.

In the event that the necessary documents are not submitted to the Bank or do not demonstrate the legitimacy of the request of the Cardholder, or the Bank is not provided the necessary cooperation, the Bank is entitled to reject the claim.

**XII.2** The claim procedure regarding payment services provided by the Bank take up to 35 banking days. The Cardholder is obliged to keep documents relating to transactions carried out with the Card for at least 13 months from the time they were carried out.

**XII.3** The Cardholder shall apply the claims and complaints regarding the goods / services (e.g., the quantity, quality) with the Merchant, to whom such goods / services were paid using the Card. The claims related to the cash withdrawn using Cash Back or Cash Advance must be made immediately when the cash is received with the relevant Merchant, or bank or exchange office (in case of Cash Advance).

**XII.4** In the event of a claim regarding the transaction due to the misuse of the Card the Cardholder is obliged to return the Card to the Bank if it possesses it.

# XIII. Violation of the Card Issue Agreement and its termination

**XIII.1** The Cardholder is in violation of the Agreement if he/she violates any of his/her contractual obligations, especially if the Cardholder is late with the payment of any contractual obligation, fails to respect the conditions of Card Use, or possibly if Use of the Card results in an Unauthorised Negative Balance.

**XIII.2** In the event that any violation of the Agreement occurs, or if there is any violation of the conditions set forth in the contract establishing the Account, or if one or more circumstances occur constituting Serious Grounds, in addition to the entitlement ensuing from the contract establishing the Account, the Bank is entitled to withdraw from the



Agreement effective upon delivery of written notification of withdrawal, unless the Bank gives a later effective date in such notification. In the event that multiple Cards are issued for the Account, the Bank is entitled to proceed pursuant to this paragraph of the Terms in relation to all Agreements establishing the issue of these Cards for the Account.

**XIII.3** The Card Issue Agreement is concluded for an indefinite period. Termination of the Account Contract results in termination of all Card Issue Agreements for that Account.

XIII.4 The Card Issue Agreement expires upon expiration of Card validity (unless a Renewal Card is issued in accordance with these Terms), furthermore the Agreement expires 150 days after conclusion of the Card Activation Agreement if the Card is not activated according to paragraph IV.4 of the Terms; for Renewed Cards the deadline for activation is 150 days after expiration of the original Card. addition, the Agreement expires if the Card is not picked up within 150 days of concluding the Agreement according to paragraph IV.3 of the Terms. The Agreement also expires as of a date when the Bank reliably learns about the death of the Account Owner, if it has been established that the Card may only be used during his/her lifetime, and further, upon termination of authorisation of the Additional Cardholder to dispose of Funds in the Account by using the Additional Card, the Agreement upon which the Additional Card was issued to the Additional Cardholder expires.

XIII.5 The Bank may also give termination notice to the Cardholder without specifying a reason. If the contractual relationship is terminated by the Cardholder, the written notice is effective upon its delivery to the Bank, unless a longer notice period is given in the notice. In the event the contractual relationship is terminated by the Bank (i) the notice period is 2 months, beginning on the day of delivery of written notice to an Account Owner who is a Consumer or Small Business Owner, (ii) the written notice is effective immediately upon delivery to an Account Owner who is not a Consumer or Small Business Owner unless a later effective date is given in the notice.

XIII.6 The Bank will deliver the notice of termination to the Account Owner using an Electronic Channel, including but not limited to the Electronic Box. The Account Owner who has not the Electronic Box available and with regard to whom the Bank does not have any contact details regarding another Electronic Channel allowing the delivery of the notice of termination of the Agreement will be delivered the notice of termination of the Agreement in writing to the agreed correspondence address.

# XIV. Certain information about the Agreement, including information on

# financial service contracts concluded at a distance

**XIV.1** In accordance with the provisions of Section 1843 of Act no. 89/2012 Coll., of the Civil Code, as subsequently amended, all information which the Bank is required to provide the Account Owner is contained within the Agreement and the Terms.

**XIV.2** The Bank's business consists of accepting deposits, providing loans, and other activities listed in the banking license which was granted to the Bank pursuant to Act no. 21/1992 Coll., on banks, as subsequently amended.

XIV.3 In accordance with the Code of Conduct between Banks and Clients, the Account Owner has the right to contact the Czech Banking Association, registered office at Vodičkova 30, 110 00 Prague 1, with any complaints, or possibly the body supervising the Bank, which is the Czech National Bank, headquartered in Prague at Na Příkopě 28, 115 03 Prague 1. In cases subject to the legal authority of the Financial Arbiter of the Czech Republic pursuant to Act no. 229/2002 Coll., on financial arbitration, as subsequently amended, the Account Owner is entitled to contact the Financial Arbiter at Legerova 69, 110 00 Prague 1. In relation to the Agreement, the Financial Arbiter is particularly empowered to decide disputes between the Account Owner and the Bank in the provision of payment services.

**XIV.4** The Account Owner is entitled to withdraw from agreements concluded at a distance within a deadline of 14 days of their conclusion. The Account Owner will send his/her intention to withdraw from such agreements in writing within the deadline to address of Raiffeisenbank a.s., třída Kosmonautů 1082/29, 779 00 Olomouc. The aforementioned deadline is met, provided the intent to withdraw from the Agreement is sent to the Bank within the 14-day deadline. If the intent to withdraw from the Agreement is sent to the Bank after the expiration of this deadline, then the contractual relationship between the Bank and the Account Owner persists under the conditions agreed upon.

**XIV.5** The Bank will communicate with the Cardholder in the Czech language, and all contractual documentation and informational materials will be submitted to the Cardholder in Czech unless agreed to otherwise.

### XV. Additional provisions

**XV.1** All correspondence intended for the Bank should be delivered to the address of třída Kosmonautů 1082/29, 779 00, Olomouc. All correspondence of the Bank intended for the Cardholder will be sent to the correspondence address provided, unless agreed to otherwise.

#### XVI. Final provisions



**XVI.1** The Account Owner and the Bank have agreed that the rights and obligations of Agreements concluded before the effective date of Act no. 89/2012 Coll., of the Civil Code (hereinafter the "Civil Code") shall be governed by the Civil Code after it takes effect.

**XVI.2** Rights and obligations which are not expressly specified by these Terms are governed by the GTC and the Information on Payment Deadlines, or the Technical Conditions or Product Conditions for Direct Banking Services forming part of the agreement, on the basis of which the Account is held or services relating to the Account are provided.

**XVI.3** These Terms come into effect as of 1 July 2021 and fully substitute the "Terms and Conditions for the Issue and Use of Debit Cards" which became effective on 1 September 2020.