

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

## Introductory provisions

**I.1** These Terms and Conditions for the Issue and Use of Credit Cards (hereinafter the "Terms") regulate the mutual rights and obligations of Raiffeisenbank a.s. (hereinafter the "Bank") and the client, i.e. the holder of the credit card issued by the Bank (hereinafter "Cardholder") for the issue and use of credit cards issued by the Bank (hereinafter "Cards or the Card"). The Terms and Conditions are part and parcel of the Credit Card Issue Agreement (hereinafter the "Credit Card Issue Agreement" or simply the "Agreement") and the Additional Credit Card Issue Agreement (hereinafter also simply the "Additional Credit Card Issue Agreement") concluded between the Bank and the Cardholder.

#### **I.2** Provisions

The Terms and Conditions which apply to the Credit Card Issue Agreement also apply to the Additional Credit Card Issue Agreement unless specified otherwise or indicated by provisions of the Terms and Conditions, even taking into account the fact that the Additional Credit Card Issue Agreement represents only an agreement for the provision of payment services.

**1.3** 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 and Conditions or changes to them will be available at the commercial locations of the Bank and posted on the Bank's public website.

#### I.4 Definition of terms:

Capitalized terms which are not defined in these Terms are specified in the GTC, 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 3D Secure password or RB Key, the use of which is required to complete authorization 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 using a Card, or possibly to communicate with the Bank.

**Cashless Transfer** - The Bank and the Cardholder may agree (also via Direct Banking Services) that a Payment Transaction consisting in a cashless transfer of Funds from the Card Account to an account maintained in the Czech Republic will be made. For the purposes of the Agreement and these Terms and Conditions, the cashless transfer shall mean a Cash Transaction; the funds drawn from Credit Limit through Cashless Transfer bear an interest agreed for Cash Transactions, unless agreed otherwise. However, as a result of the Cashless Transfer, the amount available to be drawn from the partial Card Limit set for cash Payment Transactions is not reduced and for the purposes of the Card Limit, the making of the Cashless Transfer means drawing of the limit set for cashless Payment Transactions.

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

**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 service is available at all Merchants bearing the "Cash Back" designation.

**Fee schedule** - The fee schedule of the products and services for private individuals, unless a different price is specified in the Agreement.

**Citibank Europe** - Citibank Europe plc, with the registered office at Dublin, North Wall Quay 1, Ireland, registered in the companies register in the Republic of Ireland, under 132781, performing activities in the Czech Republic through an organisational unit, Citibank Europe plc, organisational unit, with the registered office at Praha 5 - Stodůlky, Bucharova 2641/14, postcode 158 02, Company ID 28198131, incorporated in the Companies Register kept with the Municipal Court in Prague, Section A, Insert 59288.

**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 information is also required while authorising the Payment Transaction.

**Additional card** - a credit card issued by the Bank based upon an Additional Credit Card Issue Agreement concluded with the Cardholder for an already existing Card account for the person expressly designated/authorised by the Cardholder (hereinafter the "Additional Card" and "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 and Conditions, the Cardholder means every legitimate user of the Card. If certain provisions of the Terms and Conditions are only applicable to Cardholder, who is the borrower of credit according to the Agreement, then in such case the term "Cardholder" is used. In the event that certain provisions of the Terms and Conditions are only applicable to the holder of an Additional Card, who has been designated /authorised to draw the credit limit by the Cardholder, then in such instance the term "Additional Cardholder" will be used. To designate a person who has submitted an application to conclude a Credit Card issue Agreement, the Terms and Conditions also use the term "Applicant".

**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 physical presence of the Card, except for the Payment Transactions initiated by swiping the Payment Device at POS E-commerce transactions shall also mean the Mail Order/Telephone Order transaction and the like.

**Cash transaction** - other than a cashless Payment Transaction; this concerns cash withdrawals from 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 device 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.

**Collection for the benefit of Card Account** (hereinafter the "Collection") - The Bank and the Cardholder may agree to transfer the Funds (even repeatedly) to the Card Account upon the recipient's initiative on the basis of a consent given to the Bank by the Cardholder. For the purpose of the Agreement and these Terms and Conditions, the transfer of Funds in the event of Collection means a cashless Payment Transaction; the amount drawn from the Credit through the Collection bears an interest agreed for cashless transactions and for the purposes of the Card Limit it is deemed to be drawing from the limit set for cashless Payment Transactions. The Collection may also be made for the benefit of the Card Account even if the Card is not activated by the Cardholder.

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 Card Account and the Bank as the credit provider, or the Cardholder.

**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 Card Account held at the Bank. Unless specified otherwise in the Terms and Conditions, 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.

**Card account** - an internal account of the Bank held in Czech currency which serves to record the claims owed to the Bank by the Cardholder arising from the Use of the Card, as well as payment of these claims to the Bank. Information about the Bank's claims recorded in the Card Account, as well as other information designated in these Terms and Conditions is provided to the Cardholder by the Bank through Card Account statements.

**Credit Card Transaction** - The Payment Transaction credited to the Card Account, for which the Payment Order was issued by the Merchant, with whom the payment by the Card was made or a specific transaction credited to the Card Account was made using card associations based on the Payment Order of the payment card holder when the recipient is designated by the Identifier (Please refer to VI. 13 of the Terms and Conditions) 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.

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.).

**Replacement card** - A Card issued by the Bank to the Cardholder in the event the original Card is non-functional, 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.

**Card application –** an application to conclude a Credit Card Issue Agreement submitted to the Bank by the Applicant, or an application to conclude an Additional Credit Card Issue Agreement submitted to the Bank by the Cardholder.

**Card instructions** - the document with which the Card is sent to the Cardholder. The Card instructions give all basic information about Card activation and Card Transaction Limits.

**Merchant** - every merchant of goods and provider of services (hotels, restaurants, stores, 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 Card Instructions.

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

**Payment application** - An application supported by the Bank allowing to make payment transactions debited from the Card Account on the basis of a registration of he Card 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, trough which a Payment Order to make a Payment Transaction debited from the Card Account can be entered.

**APR** - Annual percentage rate charged in accordance with legal regulations.

**RB klič (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 the 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 VI.2).

Credit Card Issue Agreement (hereinafter also the "Agreement") - the agreement based upon which the Bank issues the Card to the Cardholder; it consists of the application to conclude a Credit Card Issue Agreement submitted by the Applicant, and its acceptance by the Bank. Credit limit - the total maximum amount of credit drawn with the Card permitted during a specified period agreed by the Bank and Cardholder. If multiple cards are tied to a single Card Account, then the Credit Limit applies jointly for all these Cards, i.e. the amounts drawn by using multiple Cards for a single Card Account are added to together with respect to the Credit Limit. The Credit Limit may not be exceeded when drawing credit with Cards.

**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 collectively or individually for both of these operations. If the Terms and Conditions mention "with the Card" in relation to the use of the Card, this is understood to be the direct use of the physical (plastic) Card where data is stored in digital form, as well as the use (disclosure) of the numbers which are displayed on the physical Card; the transactions, for which the Payment Order was made using the Card are deemed Cashless Transfer and Collection and also 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 XVI.2 of the Terms and Conditions. Serious grounds are considered to be (i) such change regarding the Cardholder's situation which in the Bank's opinion unfavourably affects the ability of the Cardholder to repay the funds drawn with the Card, (ii) insolvency proceedings begun against the Cardholder, or bankruptcy declared on the Cardholder, (iii) rulings or executions carried out against the Cardholder as the obliged party, (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. Credit Card Issue Agreement

**II.1** The Card is issued by the Bank based upon the Credit Card Issue Agreement. The Bank will assess the Card Application submitted by the Applicant based upon its own internal criteria, particularly the creditworthiness of the Applicant, and will either accept or reject the submitted application. In the event that the Bank is not furnished with the documents it requires to assess the creditworthiness of the Applicant by the signing of the Card Application, then the Bank is not required to assess the Card Application. If the Application is rejected due to the Applicant's credit score in a particular database, the Bank will notify the Applicant in an Appropriate Manner immediately and free of charge that the Card Application was rejected based upon the database search, and it will provide information about the database used to assess the creditworthiness of the Application which was the reason for rejecting the Application.

**II.2** The Bank will issue an Additional Card according to the current product offer for an already existing Card Account based upon an application to conclude an Additional Credit Card Issue Agreement submitted by the Cardholder which the Bank has approved. In the event that the Bank issues an Additional Card according to a concluded Agreement, the Cardholder is required to familiarize the Additional Cardholder with the contents of the Agreement, including all documents which it entails, and their changes.

## III. Credit limit

**III.1** In the Credit Card Issue Agreement, the Bank and the Cardholder will establish a Credit Limit. For the purpose of drawing credit up to the amount of the Credit Limit, after all conditions are met set forth in the Credit Card Issue Agreement, the Bank will issue a Card which may be used to draw up to the Credit Limit.

**III.2** During the course of the contractual relationship, the Credit Limit may be changed as agreed upon by the Bank and the Cardholder. The Cardholder is only entitled to propose such a change to the Bank 6 months after the issue of the first Card. When proposing a Credit Limit increase, the Cardholder is required to furnish the Bank documents and declarations required by the Bank to assess his/her creditworthiness. Funds may be drawn up to the new Credit Limit on the banking day after the day upon which the agreement establishing a new Credit Limit was concluded.

## IV. Card Issue

**IV.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 the period above.

**IV.2** 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 1.3 of these Terms and Conditions.

**IV.3** The Card is the property of the Bank.

**IV.4** 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.

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

V.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.

V.2 The Bank will send the Cardholder a PIN code in a separate envelope via the Internet and/or Mobile Banking upon the Card Holder's request. The Bank will provide the PIN code to the Additional Card Holder 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. If the Cardholder requests express issue of the Card by delivery to a Business Location pursuant to Article V.1 above, the PIN will be delivered to the Cardholder along with the Card at the Business Location, if the Cardholder requests so. 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 V.3 If it is agreed to pick up the Card and PIN code at a Business Location, the Card and PIN will be ready to pick up within 14 Banking Days following the conclusion of the Agreement at the location given in the Card Application or in the Replacement Card request. The Cardholder is required to pick up the Card and PIN code within 150 days of the 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.

**V.4** The Cardholder is required to activate the Card in the form of the Plastic Carrier upon its delivery or pick up at a Business Location according to the instructions and manner specified by the Bank in the Card Instructions. Up until its actual activation, the Card in the form of the Plastic Carrier cannot be used according to these Terms and Conditions. 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.

**V.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.

# VI. Use of the Card

**VI.1** The Cardholder is entitled to use the Card up to the established Credit Limit and in accordance with the Card Limit for cash Payment Transactions; the Bank may make the cash Payment Transaction, even if the Card Limit for the cash Payment Transactions is exceeded as a result of making the transaction. In the event that Payment Transactions carried out with the Card exceed the Credit Limit, the Cardholder is required no later than the next Banking Day to cover the amount exceeding the Credit Limit along with all applicable interest.

**VI.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 CVV2/CVC2 needs to be also provided while authorising the Payment Transaction, or by submitting the data 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. In the event of Payment Transactions made via the Payment Application the Holder gives consent with the Payment Transactions by swiping the Payment Device at POS; if a Payment Transaction is initiated via the Payment Application at ATM after swiping the Payment Device at the ATM's contactless reader, the Cardholder gives consent to the transaction by entering the Card's PIN. The Cardholder gives consent to carry out the transactions using Cashless Transfer by giving his/her explicit consent to make the Cashless Transfer through phone or in another form. An explicit consent of the Cardholder with the Collection through phone or in another form is deemed an authorisation of the Payment Transaction. 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.

**VI.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 them PIN was requested. The Card will automatically become unblocked at midnight of the day on which the blocking occurred.

**VI.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.

**VI.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 Blocked.

**VI.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.

**VI.7** If the Bank provides information through an ATM about the Credit Limit balance 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 Credit Limit status.

**VI.8** The Bank cannot guarantee the Cardholder the payment of desired amounts (up to the Card Limit for cash Payment Transactions) 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 manner.

VI.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, 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 would exceed the Credit Limit or individual components of the Card Limit, (iv) 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, (vi) it may be reasonably presumed from the circumstances of use that the Card is being abused, (vi) the transaction would be realized without Strong Authentication of the Cardholder taking place.

**VI.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. **VI.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.

VI.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 to which are the Cardholder gives its consent, when at the moment the consent is given, only the preliminary amount of the transaction is known. At the moment of authorization, the Credit Limit 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 the consent of the Card with blocking the preliminary amount and the fact that the Merchant will determine the final transaction amount later and may request payment of such amount determined above. 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.

VI.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 order to carry out such Payment transaction the recipient is determined primarily by the Identifier. The Bank does not allow Cardholders to submit orders to carry out such Payment Transactions; it only enables the acceptance of the amounts of such Payment Orders in the manner set forth in this paragraph of the Terms and Conditions. If the recipient of such Payment Transaction is determined by the Identifier, then the amount of such Payment Transaction is credited to the Card Account. The recipient of such Payment Transaction is then considered to be the Bank; if the amount credited by such Payment Transaction to the Card Account results in an overpayment, then the Cardholder is the recipient of the amount overpaid. Such Payment Transactions are subject to the conditions of clearing transactions, drawing the Credit Limit, and possibly overpayments to the Card Account as set forth in the Terms and Conditions. The Cardholder is also required to expressly point out this fact to any Additional Cardholders.

**VI.14** The drawdown of the loan using the Card must not be used by the Holder to settle the Bank's claim towards the Card Holder arising in connection with the Use of the Card.

#### VII. Card security and protection, Card Blocking

VII.1 The Cardholder is required to use and store the Card in accordance with the Terms and Conditions and especially adhere to the agreed principles for ensuring Card security. The Cardholder will protect the Card from loss, theft, misuse by unauthorised persons, 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.), write the PIN code on the Card or other item which is stored or carried with the Card, or record the PIN in a manner which would enable a third person to connect this information to the Card; if the PIN is displayed using the Internet or Mobile Banking, the Holder must proceed in such manner 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 Conditions, 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 VI.2 (ii) of the Terms and Conditions, 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 XIV of the Terms and Conditions. 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 issued Cards (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. 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 Holder must: (I) prevent an access of another person to the Payment Application and Payment Device, particularly by using security features of the Payment Device and Payment Application (among other, not to allow any other person to register his/her security features for a 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, not to communicate or disclose the security features of the Payment Device and Payment Application to another person, (iii) prevent other persons to make Payment Transactions via the Payment Application and Payment Device, (iv) protect the Payment Device from loss, theft, damage and misuse, (v) inform the Bank immediately of any loss, theft, damage or misuse of the Payment Device or misuse of the Payment Application.

**VII.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.

VII.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. If notified via Internet or Mobile Banking, the Replacement Card in the form of the Plastic Carrier is sent to the Cardholder to the contact address available to the Bank for the purpose of sending the Card. Where the Cardholder makes any of the notifications according to the first sentence of this provision via the Infoline, 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 will immediately Block the Card. For clarification, the Bank and Cardholder declare that Blocking of 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 documenting the order to Block the Card and determining the time when Blocking occurred. The Cardholder may request a document to confirm receipt of the report of 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 and Conditions, the necessary steps will be carried out to the proper extent upon the request of another person (relative, co-worker, etc.).

**VII.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.

VII.5 The Bank is entitled to Block the Card or otherwise limit the Use of the Card even without consent of the Cardholder due to reasons of Card security, especially if it suspects unauthorised or fraudulent use of the Card, or deems that there is has been a considerable increase in the risk that the Cardholder will not be able to repay the credit which may be drawn with 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; the assessment regarding significantly increased risk that the Cardholder will not be able to repay the credit drawn with the Card is generally made by the Bank based upon the Use of the Card by the Cardholder, the repayment of credit provided according to the Agreement, or the fact that insolvency proceedings have been filed against the Cardholder. The Bank will notify the Cardholder of the Blocking of the Card and the reasons for

Blocking the Card by telephone, provided that the Cardholder has provided the Bank with a telephone contact number, or possibly through a Business Location of the Bank. 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 cease to exist, the Bank will unblock the Card or replace it with a newly issued Card.

**VII.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. The Cardholder has the opportunity to subsequently permit or restrict or reenable the conducting of Ecommerce 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 the Banking Day following the day on which the Bank receives such Order. The Renewed or Replacement Cards issued in the period when GTC applicable from 13 January 2018 were effective for Cards that were issued before the effect of the said GTC, are issued as cards not enabling E-commerce transactions, unless agreed otherwise by the Cardholder and the Bank.

## VIII. Automatic Card renewal

**VIII.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.

**VIII.2** 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 XVI.2 of the Terms and Conditions) not to issue a Renewed Card.

**VIII.3** The automatically Renewed card for the next period is sent to the Cardholder in the form of the Plastic Carrier 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.

# IX. Payments

**IX.1** The Cardholder agrees to pay once a month the amount owed from drawing credit with the Card, i.e. the amount drawn along with interest and fees at least for the amount of the minimum payment.

**IX.2** (i) The amount of the minimum payment is set as a percentage of the total amount owed, i.e. the amount of credit drawn and interest, along with set fees, and possibly unpaid amounts past due, exceeding the Credit Limit; the calculation of the total amount owed is made as of the date the Bank compiles the statement for the Card Account for the particular billing period. The particular day when the Bank compiles the statement for the Card Account depends

on the time when the Bank approves and processes a submitted Card Application; the Cardholder is notified of this date in the Card approval statement. If this date falls on a non-Banking Day, the effective date for processing the Card Account statement is the closest preceding Banking Day.

(ii) If the amount of the mandatory minimum payment determined in the manner set forth in this article above does not reach the minimum payment amount specified by the Agreement or Fee Schedule, then the Cardholder is obliged to make payment for such specified minimum amount. If the total amount owed at the time the statement is compiled is less than the amount of the mandatory minimum payment specified by the Agreement or Fee Schedule, then the amount of the minimum payment shall be equal to such total amount owed. The percentage share and minimum payment amounts are specified in the Fee Schedule or possibly the Agreement.

(iii) The regular monthly payment is due by the date determined depending on the moment when the Bank compiles the Card Account statement; the Cardholder is notified of this date in the Card approval statement. The Cardholder will be notified of the minimum payment amount for the given period by the Bank in the Card Account statement; this statement also notifies the Cardholder of the date this minimum payment is due.

**IX.3** In the event that the Card Account statement is not delivered in the specified manner, the Cardholder does not know the total amount owed, he/she is required to contact the Bank through a Business Location or the Infoline regarding the submission of information on the current amounts due.

**IX.4** The Cardholder is required to proceed in accordance with the Bank's instructions given in the Card Account statement, or otherwise according to the agreement between the Bank and Cardholder particularly set forth in this article IX of the Terms and Conditions. The Cardholder is required to make payments for the amount owed to the Card Account by bank transfer, cash deposit, or direct debit from the Cardholder's account. The amount owed must be paid in CZK; in the event that a Payment Transaction to pay the amount owed is made in a currency other than CZK, then this Payment Transaction will not be credited to the Card Account; this does not apply to Credit Card transactions. The minimum payment is received, along with any other payments made by the Cardholder to the Bank, when such amount is credited to the Card Account, while the Cardholder shall be late with payment even in the event that failure to make a payment or delay in crediting a payment occurs for reasons associated with the conducting of Payment Transactions. When making a payment by bank transfer or cash deposit to the Card Account, the Cardholder is required to include the variable symbol, which contains the last ten digits of the Card number; for payment by direct debit, the Cardholder need not list the variable symbol.

**IX.5** The Cardholder is entitled to pay more than the mandatory minimum payment. In the event that such payment exceeds the total amount owed, the Cardholder has a claim on the Bank for the amount exceeding the amount owed. The Cardholder is entitled to draw such overpayment with the Card. The Cardholder is entitled at any time to make exceptional payments of credit drawn and other obligations to the Bank arising in association with

the Agreement, including any premature payments (partial or full), without any additional costs.

**IX.6** If a payment is made of any amount owed, the Credit Limit is adjusted on the day following the day when the Bank received such payment by the amount of the payment made. If the Bank receives payment on a non-Banking Day, the Credit Limit will be adjusted on the next Banking Day following receipt of payment.

**IX.7** The Cardholder and Bank agree that a payment made towards a Bank claim or claims arising from the draw of Credit which is insufficient to cover the entire amount owed will be used to pay the Cardholders obligations in the following order: payable contractual interest under repayment plans, payable principal under repayment plans, default interest, contractual penalties, contractual interest from other principals, fees, principal arising from bank transfers, principal arising from Cashless Transfers, principal arising from cash transactions.

**IX.8** In case of payment of the amounts due by a direct debit the following rules shall apply: (i) if the Account, from which the Bank carries out a direct debit, is maintained by the Bank, the date of a direct debit shall mean a business day preceding the maturity date of the required minimum payment, (ii) if the account, from which the Bank carries out a direct debit, is maintained by another bank, the date of a direct debit shall mean the third business day prior to the maturity date of the mandatory minimum payment. The Cardholder shall ensure that as of the day of a direct debit the Account, from which the Bank carries out a direct debit. holds sufficient funds for a successful direct debit transaction. If a direct debit of the total amount owed to the Account maintained by the Bank is agreed and on the day of a direct debit there are insufficient funds for its payment on the Account, the Bank is entitled to collect from such an Account the amount corresponding to at least the required minimum instalment.

IX.9 If the Collection in the amount of the mandatory minimum instalment is agreed and the debt is settled in the amount sufficient to cover the mandatory minimum amount in the period between the date when the Card Account statement is issued and the minimum instalment collection date given in such statement, the Bank will use such payment preferentially to settle the mandatory minimum instalment and the collection of the mandatory minimum instalment will not be made; if the payment received in the said period is lower than the amount of the specified mandatory minimum instalment, the Bank will make the collection of the difference between the amount of the mandatory minimum instalment specified in the statement and the payment received. The Collection Date means the date set under the rules specified in IX.8 of the Terms and Conditions.

**IX.10** If the collection of the total outstanding amount is agreed, and the debt is settled in the sufficient amount to cover the debt in the period from the date when the Card Account statement is issued and the total outstanding amount collection date specified in such statement, the Bank will not make the collection in the amount of the total outstanding amount; if the payment received in the said period is lower than the total outstanding amount, the Bank will make the collection of the difference between the total outstanding amount specified in the statement and the payment received. The Collection Date means the date set under the rules specified in IX.8 of the Terms and Conditions

## IX.11 Repayment Plan

**IX.11.1** The Cardholder may request the Bank to place the Payment Transaction or Transactions made through the Card on any of the repayment plans specified hereinbelow (hereinafter the "request to provide a repayment plan") allowing to repay the debt arising from such Payment Transaction or Transactions through regular monthly instalments with specific parameters, including but not limited to a specific interest rate agreed as part of the relevant repayment plan. The Bank offers the following repayment plans:

**a**) "Instalment Buying" - It allows the Cardholder to ask the Bank to place the payment made with the Merchant using the Card on the repayment plan. Only Payment Transactions cleared in the current billing period, with the amount of up to CZK 2,000 can be placed on the repayment plan. The request to place the Payment Transaction on the repayment plan can be filed by 17:45 of the day before the ending date of the billing period, in which such transaction was cleared on condition that from the time when the transaction on the repayment plan is filed, the total outstanding amount is not paid up in full (or in part) as part of an early settlement. There may be 12, 18, 24 or 36 regular monthly instalments.

**b**) "Automatic Instalment Buying" - It allows the Cardholder to ask the Bank to place the payments with the Merchant and cash withdrawals made using the Card automatically on the Repayment Plan, using the criteria agreed between the Cardholder and the Bank. Also Payment Transactions amounting to CZK 2,000 at minimum, can only be placed on such repayment plan. There may be 12, 18, 24 or 36 regular monthly instalments. The Cardholder may cancel the automatic placement of Payment Transactions on such repayment plan. In such case, the Bank will inform the Cardholder in a proper manner of the moment, from which the Payment Transactions will no longer be placed on such repayment plan; the Payment Transactions placed in such repayment plan before the cancelation will continued to be placed on the repayment plan.

c) "Cash-to-Account (also referred to as "Cash for Call") - It allows the Cardholder to ask the Bank to place the Cashless Transfer on the repayment plan. The request to place the Cashless Transfer on the repayment plan can be made when the agreement to make the Cashless Transfer is entered into at latest. Only Cashless Transfers exceeding CZK 5,000 can be placed on such repayment plan. There may be 12, 18, 24, 36, 48 or 60 regular monthly instalments.

**IX.11.2** When the request for the repayment plan is made, the Cardholder must determine: (i) the relevant Payment Transactions that is to be placed on the repayment plan, or in case of the "Automatic Instalment Buying", the minimum amount, from which the Payment Transaction is to be placed automatically on the repayment plan and (ii) the requested number of monthly instalments. The Bank and the Cardholder may agree on another number of monthly instalments than the one proposed by the Cardholder, including such number which is not explicitly specified in the terms of individual repayment plans given in these Terms and Conditions. The Bank and the Cardholder may also agree to place the Payment Transaction on the repayment plan in the lower amount that the one explicitly specified in

these Terms and Conditions as the minimum amount for the relevant repayment plan.

**IX.11.3** The Bank may not accommodate the request of the Cardholder to provide the relevant repayment plan. In particular, the request of the Cardholder may be refused by the Bank in the following cases: (i) the Cardholder is in default with the settlement of any debt arising from or in connection with the Agreement; (ii) the preconditions of clause XVI.2 of these Terms and Conditions, under which the Bank may take the Action, are met; (iii) at the time when the request is made by the Cardholder, more than 90% of the Card's Credit Limit has been drawn; (iv) the preconditions to place the Payment Transactions on the relevant repayment plan specified in these Terms and Conditions are not met.

**IX.11.4** If the Bank accepts the request by the Cardholder to provide the repayment plan, it will inform the Cardholder of this by an acceptance letter, in which the Cardholder will among other confirm the parameters for the repayment of the outstanding amount agreed in the relevant repayment plan. If the Bank accepts the request by the Cardholder to automatically place Payment Transactions on the "Automatic Instalment Buying" repayment plan, it will also inform the Cardholder in a proper manner of the moment, from which the relevant Payment Transactions will be placed on the repayment plan. The acceptance letter will be sent by the Bank to the Cardholder in an electronic form to the E-mail address it registers in connection with the provisions of services to the Card Holder. Should the Bank not have the E-mail address of the Cardholder, it will send the acceptance letter in a documentary form to the contact address of the Cardholder.

#### Instalments under repayment plan

IX.11.5 The instalment of the outstanding amount is an annuity one and is payable together with a mandatory minimum instalment when the amount of the regular monthly instalment agreed under the repayment plan is added to the amount of the minimum instalment calculated under the provisions of clause IX.2 of these Terms and Conditions; for the purposes of the determination of the mandatory minimum instalment above, the outstanding amounts related to the Payment Transactions placed on repayment plans are not included in the total outstanding amount under clause IX.2 of these Terms and Conditions. The information of the instalments under repayment plans are provided to the Cardholder in statements for the Card Account. If repayment plan is agreed, the Card Holder may request the Bank at any time for the Card Account statement in the form of a redemption table containing information regarding the outstanding amounts repaid through the repayment plan.

**IX.11.6**The relief regarding the settlement of interest (the so-called interest-free period) under clause X. 2 of these Terms and Conditions is not applicable to the Payment Transactions placed on the repayment plan.

**IX.11.7** The Card Holder may make an extraordinary instalment of the outstanding amount paid under the Repayment Plan. In such case, the Card Holder must inform the Bank using the Infoline and proceed as instructed by the Bank.

#### **Repayment Plan Termination**

**IX.11.8** The Bank may terminate the repayment plan, or exclude the Payment Transaction or Transactions from the

repayment plan in the following cases, including but not limited to: (i) the Cardholder is in default with the settlement of the mandatory minimum instalment; (ii) any of the prerequisites of clause XVI.2 of these Terms and Conditions, under which the Bank may take the Action is met; (iii) if the Bank receives notice of termination with regard to the Agreement. In addition, the Cardholder may also ask to terminate the repayment plan, or exclude the Payment Transaction from the repayment plan. The repayment plan is always terminated upon the expiry or termination of the Agreement.

**IX.11.9** If the repayment plan is terminated, or the Payment Transactions is excluded from the repayment plan, the outstanding amount related to such transaction or transactions will be transferred to the total outstanding amount that must be repaid by the Cardholder in a standard manner outside the repayment plan, at least in a form of the mandatory minimum instalment; from the time when the repayment plan is terminated, or the Payment Transaction or Transactions under the repayment plan are excluded, the transferred outstanding amount will bear a standard interest agreed in the Agreement for the relevant type of the Payment Transaction. The Bank will inform the Cardholder of the termination of the repayment plan, or exclusion of the Payment Transactions from the repayment plan in the Card Account statement.

## X. Interest and fees

**X.1** The Cardholder is required to pay the Bank interest on funds provided through the credit line which have been drawn and not yet repaid. All interest is charged to the Card Account. The interest rate is set as an annual rate and a calendar year of three hundred sixty (360) days is used to calculate interest.

X.2 Payment Transaction amounts drawing credit and charged to the Card Account are charged interest from the date they are charged to the Card Account. The Cardholder is not required to pay interest on funds drawn on the credit line through cashless Payment Transactions provided he/she pays the entire amount owed by the due date of the monthly payment for the period in which these transactions drawing credit occurred. Additionally, the Credit Limit must not have been drawn by the Cardholder during the period preceding the first day of the current Card Account statement, or the entire amount owed from credit drawn must have been paid entirely. If the Cardholder does not pay the entire amount owed by the payment due date, he/she is required to pay interest on the funds drawn through these cashless transactions from the date they were applied to the credit line; such interest is payable by the due date of the monthly payment following the due date for the payment period of the current Card Account statement. If the Card is used to draw credit through Cash Transactions, then the credit provided through such Cash Transactions is charged interest from the date it is drawn until payment of the amount owed to the Card Account.

**X.3** The Interest Rate is set in the Agreement or possibly established in the Overview of Interest Rates of Raiffeisenbank a.s. (hereinafter the "Overview of Interest Rates"). The Overview of Interest Rates is available on the Bank's public website and Business Locations. In the event of agreements agreed with Citibank Europe, under which the rights and obligations arising from the transfer of the part of the business from Citibank Europe to the Bank are

assigned, the interest rate agreed in the relevant Agreement or using the Fee Schedule, is set using the Overview of Interest Rates. The interest rate agreed directly in the Agreement will always prevail over the rate given in the Fee Schedule or Overview of Interest Rates.

**X.4** The Cardholder is required to pay the Bank all fees and costs associated with the issue and Use of the Card. The amount and type of all fees is set in the current Fee Schedule The Bank is entitled to charge fees from the moment the Agreement has been concluded, i.e. even in the event that the Card has yet to be activated. In connection with making Payment Transactions by the Card or using the Card, particularly in connection with cash withdrawals or making payments with Merchants, third parties may require fees, for which the Bank is not responsible.

**X.5** Interest, fees and costs incurred by the Bank are payable each month, always by the due date of the mandatory minimum payment. Fees and interest are payable together with the principal and are part of the mandatory minimum payment.

**X.6** In the event that the Cardholder is late with the payment of any monetary debt arising based upon or in association with this Agreement, he/she is required to pay the Bank default interest for the legally determined amount.

**X.7** In the event that the Cardholder is late with the payment of credit interest, he/she is also required to pay default interest on such amount, provided the amount of this default interest is determined similarly to paragraph X.6 of these Terms and Conditions.

# XI. Clearing transactions

**XI.1** All transactions made by the Cardholder by issuing Payment Orders with the Card are debited by the Bank from the Card Account. At the moment when the Bank becomes aware of a Payment Transaction order made using the Card, the Bank usually reserves Funds in the Card Account in the amount specified in the Payment Order. The available Credit Limit of the Card is decreased by the amount of such reserved Funds.

XI.2 The Bank will clear transactions made with the Card for a Card Account with foreign currency on the day the Funds are debited from the Card Account. 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"). In the event of the Cashless Transfer, the moment of transaction acceptance shall mean the Banking Day when the Bank and the Cardholder agreed to make the Cashless Transfer, unless such agreement implies otherwise. In case of Collection, the Banking Day when the Bank receives the Payment Order from the provider of payment services with all details that required to make the Payment Transaction, shall be the moment of acceptance of the Payment Order. 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 Product Conditions of Payment Services, or possibly other documents to which the Product Conditions of Payment Services refer; in case of Cashless Transfers, the deadline given in clause I.A.2 letter a), point a.1) of the Information regarding the deadlines for payment transactions is the applicable deadline, by which the Funds are to be credited to the account of the provider of payment services of the recipient.

XI.3 Debit transactions where the Payment Order was given in a currency other than CZK are cleared by applying the exchange rate specified in the Exchange Rates List valid at 18:00 (CET) of the day preceding the day when the Payment Order to carry out the transaction is accepted, increased by the exchange rate surcharge determined in the Pricelist. The amount cleared is determined by using the specified exchange rate as follows: amount debited from the Card Account = amount in the currency of the transaction × "sell" exchange rate (DP) of the currency of the transaction increased by the exchange rate surcharge determined in the Pricelist. Transactions where the Payment Order was given in a currency other than CZK, for which the Bank's Exchange Rates List does not specify a foreign exchange rate, are cleared by applying the exchange rate declared by the particular card association (CZK/transaction currency) at the time of processing the given Payment Order, increased by 2.50%. The transaction is then debited from the Card Account in the amount calculated by the card association in CZK and announced by the card association to the Bank for clearing purposes. The aforementioned rules for converting currencies in which transactions are made shall not apply to transactions carried out using Dynamic Currency Conversion. If the transaction amount, in respect of which a Payment Order in a currency other than CZK was made using the Card, is returned to the Card Account, the amount credited to the Card Account may differ from the originally cleared amount due to a different foreign exchange rate applied when processing the incoming transaction.

XI.4 Credit card transactions where the Payment Order was given in a currency other than CZK are cleared by applying the exchange rate specified in the Exchange Rates List valid at 18:00 (CET) of the day preceding the day when the Payment Order to carry out the transaction is accepted, increased by the exchange rate surcharge determined in the Pricelist. The amount cleared is determined by using the specified exchange rate as follows: amount credited to the Card Account = amount in the currency of the transaction × "sell" exchange rate (DP) of the currency of the transaction increased by the exchange rate surcharge determined in the Pricelist. Credit card transactions where the Payment Order was given in a currency other than CZK, for which the Bank's Exchange Rates List does not specify a foreign exchange rate, are cleared by applying the exchange rate declared by the particular card association (CZK/transaction currency) at the time of processing the given Payment Order, decreased by 2.50%. The transaction is then credited to the Card Account in the amount calculated by the card association in CZK and announced by the card association to the Bank for clearing purposes. The aforementioned rules for converting currencies in which transactions are made shall not apply to transactions carried out using Dynamic Currency Conversion. If the transaction amount, in respect of which a Payment Order in a currency other than CZK was made using the Card, is returned to the Card Account, the amount credited to the Card Account may differ from the originally cleared amount due to a different foreign exchange rate applied when processing the incoming transaction.

**XI.5** The Bank is entitled to announce exchange rates in the List of Exchange Rates determined by the Bank based upon the current situation on the currency market, as well as the conditions for using such exchange rates. Based upon the current situation on the currency market, the Bank is entitled to unilaterally and without prior notification change the List of Exchange Rates and to immediately make such changes public. For the purposes of the Agreement, the exchange rates in the List of Exchange Rates are referential rates which the Bank must make public no later than directly before the actual conversion of currency is carried out.

XI.6 The Bank is entitled to make a corrective clearing within the meaning of Act No. 21/1992 Coll., on Banks, as amended (hereinafter the "Act on Bank"). Under Section 20c of the Act on Banks, if a bank or savings or credit cooperative in the territory of the Czech Republic have not cleared the payment transaction amount in the Czech currency or have not used banking details in line with the Client's instruction and this resulted in an incorrect clearance of the payment transaction, the bank keeping the account of an unauthorised recipient must, upon the request by the bank, savings or credit cooperative that have caused the incorrect clearance of the payment transaction, to debit the incorrectly cleared amount from such account and remit it to the bank, savings or credit cooperative that have caused the incorrect clearance of the payment transaction to remedy the incorrectly performed payment transaction and in addition, the bank reinstitute the account of the authorised recipient to the condition, in which it would have been if the incorrectly performed payment transaction had not been made. The motion to make a corrective clearing can be given within 3 (free) months from the error origination, as a reset of which the payment transaction was performed incorrectly.

#### XII. Statements

**XII.1** The Bank will notify the Cardholder of all transactions carried out with the Card in the Card Account statement. The Bank will provide the Card Account statement to the Cardholder via the Internet Banking. The Bank may agree with the Cardholder to provide the statement from the Card Account also (i) in paper form to the correspondence address or (ii) in electronic form to the email address. The Bank will not compile a statement if in the given month no transactions were carried out with the Card.

**XII.2** Information which the Cardholder receives in the Card Account statement must be checked immediately. If any inconsistencies are found, the Cardholder must immediately notify the Bank, no later than 13 months from the moment the transaction was debited to the Card Account. If the Cardholder fails to report unauthorised or improperly conducted transactions or other inconsistencies determined immediately after receiving the Card Account statement, the data in the Card Account statement is considered to have been approved; for the purposes of this provision, the deadline without undue delay shall mean within 30 days following the delivery of the Card Account

statement, in which the discrepancies reported by the Cardholder occur. In the event of inconsistencies reported through the Infoline, the Bank may request that the Cardholder confirm such notification in writing. If the Cardholder fails to meet such request, the notification given through the Infoline is disregarded.

**XII.3** If the Card Account Statement is sent in a paper form, the Bank will normally send it to the correspondence address in the Czech Republic. Should the Card Holder give a correspondence address situated outside the Czech Republic, the Bank may charge the Client with cost related to sending the statement to abroad.

## XIII. Additional services

XIII.1 For the duration of the contractual relationship between the Bank and the Cardholder, the Cardholder may be provided or mediated additional services 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 Agreement. If the use of certain additional services is governed by specific conditions which are not set forth in these Terms and Conditions, these conditions are posted on the Bank's website and possibly at the Bank's Business Locations.

**XIII.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 Cardholder.

**XIII.3** The Cardholder may arrange the additional "Kredit Info" service for the Card which may be used to receive reports via text messages on transaction amount blocking performed on the Card Account, for which the Payment Order was made with the Card, Card Account statements and, payments made crediting the Card Account. For using the "Kredit Info" service, the Cardholder must pay the Bank a fee according to the Fee Schedule, which the Bank is entitled to charge to the Account. The non-delivery of the text message about preparing the Card Account statement does not in any way affect the obligation of the Cardholder to pay the amounts due.

#### XIII.4 Direct Banking Services

**XIII.4.1** Direct Banking Services are additional services, through which the Bank provides the Holder mainly with some Card-related information, and transactions made using the Card, including but not limited to information of withdrawals and balance of the Credit Limit available for the use of the Card, provides the Card Holder with the PIN code and also other information or addresses some legal actions to the Holder (such as drafts of changes to the contractual terms). The scope of Direct Banking Services and functionalities available through Direct Banking Services is also dependent on other Banking Services agreed between the Bank and the Card Holder and on the Bank's offering, as well. Should the Card Holder agree on the provision of Direct Banking Services exclusively in connection with the Card, these services will be available to the Holder only if the Agreement is entered into, i.e. if the Bank shall accept the Draft Agreement.

**XIII.4.2** The details required to access Direct Banking Services are provided to the Holder under the concluded Agreement based on the request made by the Holder through the Bank's Point of Sale or using the Infoline. In some cases, the Bank may provide the Holder with some services directly when the Agreement is entered into. If Direct Banking Services are agreed on by the Holder prior entering into the Agreement, and the Holder has already received the details required to access the Direct Banking Services, the Holder will continue to use them to access the Direct Banking Services.

**XIII.4.3** The rights and obligations related to the Direct Banking Services are specified in more detail in the Product Conditions for Direct Banking Conditions that are an integral part of the Agreement with regard to the provisions given in this XIII.4 hereof.

**XIII.4.4** Unless agreed otherwise, in the event of Agreements entered into with Citibank Europe, under which the rights and obligations were assigned as a result of the transfer of the part of the business from Citibank Europe to the Bank, and in which the delivery of Card Account statements in an electronic form to Citibank Online internet banking was agreed, the Bank provides the Cardholder with Card Account statements using the Internet Banking.

XIII.4.5 Under the conditions described below, the Bank will provide the Cardholder with information regarding the Card and any transactions made using the Card via the service provider providing the account information (hereinafter the "Service Provider"), not being the Bank in such case.

**XIII.4.6** If the information regarding the Card and Transaction made using the Card is available via Direct Banking Services, the Bank will provide the Service Provider with information in the same scope, in which the information regarding the Card and Transactions made using the Card is available via Direct Banking Services to the Cardholder, and at the same time the Bank is not obliged to provide other information. If the information regarding the Card or Transactions made using the Card is not available to the Cardholder via Direct Banking Services, the Bank may refuse to provide such information.

**XIII.4.7** In addition to the procedure under the provisions of XIII.4.5 and XIII.4.6. hereof, the Bank requires a consent by the Cardholder. The consent is given in the course of the electronic communication by the Cardholder, the Bank and the Service Provider. Depending on the time that expired following the date when the consent was given or according to the scope of the requested information, the Bank may require such consent repeatedly. Should it require so and the Cardholder would fail to give such consent, the Bank may refuse to provide such information.

**XIII.4.8** The Bank may decline the request for the provision of information regarding the Card and any Transactions

made using the Card, should it suspect that the Card or personalized security features of the Cardholder are being misused, that the identity has not been sufficiently demonstrated or should it suspect that there is a lack of authorization to provide the service by another provider. The information regarding such refusal will be made available by the Bank via Direct Banking Services or upon the Cardholder's request.

**XIII.4.9** The Bank may allow the Cardholder to manage consents provided to each of the Service Providers, particularly via Direct Banking Services, otherwise through POS. The overview of Cards, to which the consent with the provision of information above applies, may be made available by the Bank to the Cardholder via Direct Banking Services.

**XIII.4.10** The Cardholder may withdraw the consent he/she has given in relation to all or some Service Providers or to instruct the Bank to block the communication channel through which the request for the provision of information regarding the Card or Transactions made using the Card can be given. The Cardholder may give the Bank such instruction namely in connection with a potential misuse of the Card or personal security features of the Cardholder. However, the Bank is not obliged to examine reasons, for which the Cardholder intends to give the Bank such instruction. For the term of such instruction, the Bank will decline any request for the provision of information regarding the Card or Transactions made using the Card by the Service Providers.

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

XIV.1 The Cardholder 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 if the Cardholder did not act fraudulently and could not have learned of the loss, theft or misuse of the Card before making the unauthorized transaction. The Cardholder 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 negligence breached an obligation to use the Card in line with the Agreement, including but limited to, failed to adhere to the security measures set forth in these Terms and Conditions or failed to immediately notify the Bank after learning of the loss, theft, misuse, or unauthorised use of the Card. The Cardholder does not bear the loss (i) if he/she did not act fraudulently and the loss occurred after the Cardholder reported the loss, theft, or misuse of the Card, (ii) did not act fraudulently, and the loss, theft or misuse of the Card have been caused by actions of the Bank, (iii) the Bank did not provide the Cardholder with proper means to report the loss, theft or misuse of the Card or (iv) did not act fraudulently and the Bank breached an obligation to require Strong Authentication of the Cardholder.

**XIV.2** If the Bank is a payment service provider of the payer, it is liable to the Cardholder, as the payer, for any incorrectly made payment transactions, unless it can demonstrate to the Cardholder, and where applicable, also to the payment service provider of the recipient of the relevant amount under the payment transaction that the amount of the incorrectly made payment transaction was credited to the account of the payment service provider of

the payment transaction recipient. If the Bank, as a payment service provider is not liable for an incorrectly made transaction to the Cardholder, as the payer, then the payment service provider of the recipient is liable in lieu of the Bank to the relevant amount recipient under the payment transaction.

**XIV.3** If the Bank, as the payment service provider of the payer, is liable to the Cardholder as a payer for an incorrectly made payment transaction and the Cardholder informs the Bank that he does not insist on making the payment transaction, the Bank shall immediately (i) reinstitute the Card Account from which the amount of the payment transaction was debited to the state, in which it were had not been the payment transaction made, or (ii) reimburse the amount of the payment transaction, the fee and lost interest paid to the Cardholder if the procedure under (i) above shall not apply (e.g., if the Card Account has been canceled in the meantime). However, this procedure will only apply with regard to the amount of an incorrectly performed payment transaction that was not credited to the payment service provider of the recipient before the Cardholder informed the Bank that he did not insist on the execution of the payment transaction, provided that the Bank will demonstrate this to the Cardholder and, where applicable, also the payment service provider of the recipient. If the Bank, as the payment service provider of the payer is liable to the Cardholder as a payer for an incorrectly performed payment transaction and the Cardholder fails to inform the Bank that he does not insist on making the payment transaction the Bank shall promptly credit the amount of the incorrectly performed payment transaction to the account of the payment service provider of the recipient of the relevant amount, and will (i) reinstitute the Card Account to the state in which it would have been had the Bank made the payment transaction correctly; or (ii) return the incorrectly paid fees and lost interest to the Cardholder if the procedure under (i) above will not apply

**XIV.4** In the event of a payment transaction ordered by the recipient or Holder through the recipient, the Bank's liability above for an incorrectly made payment transaction will not apply, if the payment service provider of the recipient have not fulfilled its obligation to provide the Bank with the payment order, as a provider of payment services of the Holder, in due and timely manner. The payment service provider of the recipient, upon his request, that he has fulfilled this obligation.

**XIV.5** If the Bank, as a payment service provider of the recipient is liable to the Cardholder for an incorrectly performed payment transaction as part of the payment transaction, the Bank will immediately (i) reinstitute the Card Account of the Cardholder to the state, in which it were had the Bank perform the payment transaction correctly, or (ii) will make the amount of the incorrectly performed payment transaction, fees paid and lost interest available to the Cardholder, if the procedure under point (i) above will not apply (e.g. the payment account has been cancelled in the meantime).

**XIV.6** The Bank is not liable for damages incurred by the Cardholder resulting from the rejection of a Payment Order in accordance with these Terms and Conditions or in cases where the Use of the Card is not possible according to paragraph VI.11 of the Terms and Conditions.

XIV.7 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.

**XIV.8** The Bank is not liable for any instances where the Merchant refuses to accept the Card for payment.

# XV. Claims

XV.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 Cardholder 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.

**XV.2** The claims procedure in relation to payment services provided by the Bank under the Agreement may 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.

**XV.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 while using the Cash Back or Cash Advance service must be applied immediately when the cash is received with the relevant Merchant, or bank or exchange office (in case of Cash Advance).

**XV.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.

**XV.5** The obligations of the Cardholder established by the Agreement, particularly the obligation to repay credit drawn, are in no way affected by the submission of claims against the Bank.

XV.6 The Cardholder, as the payer, may, within 8 (eight) weeks following the date when the funds were debited from the Card Account, request a refund of the amount of the authorized payment transaction, for which the payment order was given by the recipient or payer through the recipient, if (i) the exact amount of the payment transactions was determined at the moment of authorization and (ii) the payment transaction amount exceeds the amount that the Holder might have reasonably expected under the given circumstances; however the Holder may not dispute the unexpected adjustment of the exchange rate if a reference exchange rate agreed between the Cardholder and the Bank was used. However, this procedure will not apply if (i) the consent with the payment transaction was given by the Holder directly to the Bank and at the same time (ii) where applicable, the information of the exact amount of the payment transaction was provided to the Holder by the Bank or recipient or made available via the agreed manner, at least 4 (four) weeks before receiving the payment order.

**XV.7** In situation given in clause XV.6 hereof, the Cardholder, as the payer, must provide the Bank, together with the request for a refund of the authorized payment transaction made as instructed by the recipient, with information and documents demonstrating that conditions for the refund of the payment transaction above have been complied with, including but not limited to any documents demonstrating the amount that the Holder might have reasonably expected and that was exceeded by making the transaction.

**XV.8** Within 10 (ten) working days from the date when the request of the Holder under clause XV.6 hereof is received, the Bank will (i) reinstitute the Card Account, from which the amount of the payment transaction was debited, to the state in which it were had not been the amount debited, or (ii) will return the amount of the authorized payment transaction, any fees paid and lost interest to the Cardholder, should not the procedure under (i) above apply or (iii) will refuse to refund it while giving the Holder reasons for refusal together with information regarding the out-of-court settlement of any disputes between the Holder and the Bank and regarding an option of the Holder to inform a supervising authority. In particular, the Bank will decline the request, should the Holder fail to provide the Bank with the required information and documents, or should such information or documents fail to sufficiently demonstrate the legitimacy of the request.

# XVI. Violation of the Credit Card Issue Agreement and its termination

**XVI.1** The Cardholder is in violation of the Agreement if he/she violates any of his/her contractual obligations, especially if the Cardholder (i) is late with the payment of any amounts owed to the Bank, (ii) fails to respect the conditions of Card Use, or possibly if Use of the Card exceeds the total Credit Limit.

**XVI.2** In the event that the Cardholder violates the Agreement, or if one or more circumstances occur constituting Serious Grounds, the Bank is entitled to take one of the following steps (also referred to collectively as "Measures" in the Terms and Conditions): (i) decline requests to draw credit, (ii) declare all claims on the Cardholder to be due immediately, (iii) offset its claims ensuing from the Agreement against claims of the Cardholder under the terms set forth in the GTC, (iv) withdraw from the Agreement effective upon delivery of written notification of withdrawal. The Bank is entitled at its discretion to carry out one or more of the aforementioned measures, either concurrently or in succession.

**XVI.3** In the event that the Bank decides to carry out one or more of these Measures, it will notify the Cardholder of this in an Appropriate Manner, no later than directly after the Bank has decided to implement such Measures, provided that providing the Cardholder with such information is not in violation of legal regulations or individual regulation binding the Bank. In the event that one Cardholder is issued multiple Cards or if an Additional Card has also been issued, then the Bank is entitled to proceed pursuant to paragraph XVI.2 with respect to all agreements upon which basis the Cards were issued.

**XVI.4** The Cardholder is required to pay the Bank a contract penalty for each individual violation of his/her obligations set forth in the Agreement, while the amount of

the penalty and the corresponding obligation are given in the Fee Schedule.

**XVI.5** The Agreement is concluded for an indefinite period. Termination of the Credit Card Issue Agreement results in termination of all Additional Card Issue Agreements concluded with the Cardholder.

**XVI.6** The Agreement is terminated as of the date when the Bank learns reliably of the death of the Cardholder. The Agreement also expires if a Renewed Card is not issued in accordance with the Terms and Conditions for a Card which is about to expire. In such case, the Agreement expires on the day the original Card expires.

**XVI.7** The Bank and Cardholder may give termination notice without specifying a reason. Where an Agreement for the Issue of an Additional Credit Card has been concluded, the Agreement may be terminated by the Cardholder or the Additional Cardholder on his/her behalf. If the contractual relationship is terminated by the Cardholder, the notice period is one month beginning on the day termination notice is delivered to the Bank. If the notice period is 2 months beginning on the day termination notice is delivered to the Cardholder.

XVI.8 The Cardholder is entitled to withdraw from the Credit Card Issue Agreement without giving reason within 14 calendar days after entering into the Agreement. The Cardholder must send written notice of intent to withdraw to the address of Raiffeisenbank a.s., třída Kosmonautů 1082/29, 779 00 Olomouc. The aforementioned deadline is met if notice of withdrawal from the Agreement is sent to the Bank within 14-day deadline. In the event that the Cardholder exercises his/her right to withdraw from the Agreement, within 30 days of sending notice of withdrawal the Cardholder must pay the Bank any principle and interest that would be due if there was no withdrawal, from the time the credit was drawn until its repayment. If the intent to withdraw from the Agreement is sent to the Bank after the expiration of this deadline, the contractual relationship between the Bank and the Cardholder persists under the agreed conditions.

XVI.9 Up until the termination of the Agreement, the Cardholder is required to meet his/her obligations to the Bank established by the Agreement and Use of the Card, particularly the obligation to repay the credit drawn with the Card, to pay the Bank interest and set fees, and possibly other claims of the Bank on the Cardholder arising based upon the contractual relationship established by the Agreement. Claims of the Bank on the Cardholder ensuing from this Agreement do not expire upon expiration of the Agreement. If the Agreement is terminated, then the provisions of the Terms and Conditions governing the manner and order in which the Cardholder pays his/her obligations, the accessories of the claims of the Bank on the Cardholder, and the securing of these obligations remain in effect until the complete settlement of all of the Bank's claims on the Cardholder arising based upon or in association with the Agreement.

**XVI.10** If when terminating the Agreement any overpayments are found in the Card Account, this overpayment will be transferred according to the Cardholder's Instructions to a specified account.

# XVII. Certain information about the Agreement, including information on financial service contracts concluded at a distance

**XVII.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 Cardholder is contained within the Standard Information on Consumer Loans, the Agreement, and the Terms and Conditions.

XVII.2 In accordance with the Code of Conduct between Banks and Clients, the Cardholder 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 Cardholder and the Bank in the provision of payment services and in offering and providing consumer credit, unless resolution of such disputes falls under the jurisdiction of the Czech courts.

**XVII.3** The Bank will communicate with the Cardholder in the Czech language, all contractual documentation and informational materials will be submitted to the Cardholder in Czech unless agreed to otherwise.

# **XVIII. Additional provisions**

**XVIII.1** V 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.

# XIX. Temporary provisions for Credit Card Issue Agreements concluded before January 1st, 2011

**XIX.1** Credit Card Issue Agreements concluded before January 1st, 2011 do not contain APRs because it was not possible to determine APRs at the time the Credit Card Issue Agreement was concluded; in such case, the Credit Card Issue Agreement contains the maximum amount of the requested Credit Limit and the amount of payments associated with using the Card to draw credit, as well as the conditions under which these payments may be changed.

# XX. Temporary provisions for some additional services

**XX.1** Direct Banking Services, i.e. Internet Banking, also include "Credit Cards Online" service formerly specified by the effective Terms and Conditions. However, only limited functionalities and services may only be available to the Holder through this service.

**XX.2** Depending on the business offering of the Bank and in the scope of other agreed Banking Services, the Holder may have an access to Direct Banking Services exclusively through "Credit Cards Online" service. The availability of Direct Banking Services for the individual Holders in the scope under the Product Conditions for Direct Banking



Services is dependent on the Bank's business offering; if the has not agreed Direct Banking Services with the bank exclusively in connection with other service of the Bank, the Bank will inform the Holder of the availability of the Direct Banking Service in an appropriate manner. The access to "Credit Cards Online" service may then be fully replaced by the access to other Direct Banking Services specified in the Product Conditions for Direct Banking Services, including but not limited to the Internet Banking. The Bank will the Card Holder of this in an appropriate manner. The information regarding the availability of Direct Banking Services to the Card Holder may also be published on the Public Website.

#### **XXI.** Concluding provisions

**XXI.1** The Cardholder 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.

**XXI.2** Rights and obligations which are not expressly specified by these Terms are governed by the Agreement, GTC, Information on Payment Deadlines and the Pricelist, or the Product Conditions for Direct Banking Services forming part of the Agreement.

**XXI.3** These Terms and Conditions come into effect as of 1 July 2021 and fully replace the "Terms and Conditions for the Issue and Use of Credit Cards" which came into effect on 1 September 2020; the provisions of the Terms and Conditions in art. XIII.3 as amended and effective up to 31 December, 2013 remain a part of these Agreements for Cardholders, who have concluded an Agreement with the Bank before 31 December, 2013.