

Valid from 17 August 2020

BUSINESS TERMS AND CONDITIONS

for the Issue and Use of Debit Cards



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Article 1

General provisions

1. The present business terms and conditions for the issue and use of debit cards (hereinafter called „**Business Terms and Conditions for Debit Cards**“) are the business terms and conditions of the company COMMERZBANK Aktiengesellschaft, pobočka zahraničnej banky (branch of the foreign bank), Bratislava, with registered office at Rajská 15/A, Bratislava, ID number: 30 847 737, registered under Reg. No. 1121/B in the Commercial Register maintained by the District Court Bratislava I, (hereinafter called „**Bank**“), acting in the name of COMMERZBANK Aktiengesellschaft with registered office at Kaiserstraße 16, 603 11 Frankfurt am Main, Federal Republic of Germany, registered under Reg. No. HR B 32000 in the Commercial Register maintained by the Frankfurt am Main District Court.

These Business Terms and Conditions for Debit Cards govern the legal relationships between the Bank and its clients or, as appropriate, other persons at the issuance and use of debit cards, in accordance with the applicable generally binding legal regulations of the Slovak Republic.

2. The present Business Terms and Conditions for Debit Cards constitute an inseparable part and govern a part of the contents of the Contract on the Issue and Use of Debit Cards (hereinafter called „**Contract on Debit Cards**“) and by signing the Contract on Debit Cards, these Business Terms and Conditions for Debit Cards become binding for all parties of the Contract on Debit Cards.
3. Rights and obligations that are explicitly not regulated by these Business Terms and Conditions for Debit Cards or by the Contract on Debit Cards are regulated

by the General Business Terms and Conditions of the Bank (hereinafter called „**General Business Terms and Conditions of the Bank**“) and Business Terms and Conditions for Providing Payment Services to Corporate Clients (hereinafter called „**Business Terms and Conditions for Payment Services**“) as changed and amended. The current version of the Business Terms and Conditions are published by the Bank at its company seat and on the website www.commerzbank.sk.

4. In case of any discrepancies between the provisions of the Business Terms and Conditions for Debit Cards, of the Contract on Debit Cards, General Business Terms and Conditions of the Bank and Business Terms and Conditions for Payment Services the provisions of the Contract on Debit Cards and these Business Terms and Conditions for Debit Cards shall prevail.
5. **Debit cards** (hereinafter called „**Card**“) for the Bank and its clients are issued by the company UniCredit Bank Czech Republic and Slovakia, a.s., Želetavská 1525/1, 140 92 Praha 4 – Michle, Company ID No.: 649 48 242, registered in the Commercial Register of the Municipal Court Prague, part: B, entry: 3608, represented in conducting bank activities on the territory of the Slovak Republic by **UniCredit Bank Czech Republic and Slovakia, a.s., branch of foreign bank, Šancová 1/A, 813 33 Bratislava, Company ID No.: 47 251 336**, registered in the Commercial Register of the District Court Bratislava I, part: Po, entry: 2310/B (hereinafter referred to as the „**Issuer**“).

The Bank provides with the Issuer the issue of Debit Cards VISA and MasterCard Business Gold.

The Issuer secures the provision of services referring to Cards MasterCard Business Standard only until 31.12.2020.

6. Transactions conducted by Card are primarily booked as debit balance of the account kept by the Issuer. Subsequently, these sums are booked as debit balance of the client's account with the Bank (hereinafter called „**Account**“) that is kept by the Bank for the Account Owner (hereinafter called „**Account Owner**“).

Article 2

Definition of basic terms

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

3D Secure

is a security method for internet Transactions through SMS code or authentication of the client in a banking application (e.g. by fingerprint, face identification, PIN code for the banking application).

Account

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

Account Owner

is a legal entity in whose business name/ name the Account is opened and who is authorised to execute all legal acts with the Account and/or financial means on the Account.

Act on Banks

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

Application for the Issue of a Debit Card

is an Application of the Account Owner for the issue of a Debit Card; by accepting the application by the Bank, the Contract on Debit Cards comes into force.

Application for a Change of Debit Card

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

Authorised Payment Operation

is a Transaction by Card to which the payer has given his consent. The consent of the payer with a Transaction (hereinafter called „**Payment Operation**“) by Card is given by entering one or more of the following personalised security elements (authorisation instruments):

- a) PIN code,
- b) personal signature,
- c) CVC code or CVV code in case of Transactions without the Card's presence as MOTO Transactions or internet Transactions,
- d) 3D Secure,
- e) entering PIN code, fingerprint or face identification (Face ID) with the parallel placing of NFC device to the contactless payment terminal,

f) placing the card/NFC device to the contactless terminal.

In case of selected Merchants (type of Merchant: hotel, car rental, rental of yachts and other) also additional increase of the Transaction amount is deemed as an Authorised Payment Operation. In such a case, the Merchant is obliged to prove the Card Holder's written approval of such increase.

Authorisation

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

Automated Teller Machine (ATM)

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

Blocked Card

is a Card with a suspended authorisation for its use.

Card (hereinafter called Debit Card or Payment Card)

is an electronic payment instrument issued by the Issuer to the Account allowing the Card Holder to carry out to the debit of the Account to which it is issued, in particular, cash withdrawal in ATMs, Cash advances in other banks and in exchange offices that provide the Cash Advance service, cashless payments for goods and services at Merchants who accept Payment Cards or other Payment Operations provided by means of payment equipment.

Card Applicant

is a legal entity that has submitted an Application for the issue of the Debit

Card. Unless otherwise agreed, the Card Applicant has to be the Account Owner of the account, for which the requested Card is to be issued.

Card Holder

is a natural person older than 15 years of age in whose name and surname the Bank will issue a Card upon request of the Account Owner and who is authorised by the Account Owner to use the Card for execution of single Transactions on the account and for the responsibility of the Account Owner. If the term Card Holder is used herein, it shall also include the Account Owner unless otherwise expressly stated in the text.

Cash Advance

is a Transaction – performance of cash withdrawal by means of Card at business place of the Card's Issuer or another member bank or at a Merchant who provides such type of service.

Cash (ATM) limit

shall mean the maximum amount of finances which may be used by each Card Holder executing cash transaction during a particular period.

Cash Advance Point

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

Complaint Order

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

Complaint Record

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

Contactless Transaction

shall mean a payment at a Merchant, at the physical presence of the Card/NFC device. A precondition to a contactless transaction is to have a Card equipment with such functionality, as offered by the Bank. The Transaction and its authorization are made by placing the Card/NFC device to the contactless POS terminal with the PayPass/PayWave contactless chip technology. There is no need to enter the PIN code for amounts below the limit defined by the Bank or in a special legal norm.

Contract on Debit Cards

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

CVC, CVV

are security elements used for identification of a Card Holder in an environment without presence of a Card (MOTO and internet), these are the last 3 digits provided in the Signature Strip of a Card.

Daily/Monthly Limit

is the maximum amount up to the amount of which the Card Holder may execute Transactions to the debit of the account by using the Card within one day/month.

In case of the Card VISA, only a daily limit can be defined. Day is the period from 00.00 till 24.00 on the territory of the Slovak Republic, irrespective of the country in which the Transaction has been conducted.

Fees

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

Gross Negligence

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

Internet Transaction

is a Transaction carried out by manual entering of the Card number, expiry date and CVV or CVC and 3D Secure without the physical presence of the Card on the internet.

Merchant

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

MOTO (mail order telephone order)

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

NFC device

is a device equipped with a technology enabling the conducting of contactless payments and with an application supported by the issuer and the Bank and enabling Payment Operations (mobile phone, watch, tablet or other device).

Password

shall mean a personal identification password of the Card applicant consisting of maximum 16 alphanumeric characters chosen by the Card applicant and that is used for proving its identity – together with fulfilling further conditions – to the Bank or the Issuer.

PayPass / PayWave

is a contactless chip technology enabling cashless Transactions on POS terminals with applied contactless chip technology. The Transaction and its authorisation are carried out by means of placing the Card to contactless POS terminal. It is not necessary to enter a PIN Code for payments lower than the limit set by the Bank. The limit for PayPass/PayWave is EUR 20/transaction in the Slovak Republic. The mentioned limit of the Contactless Transaction where no PIN Code entry is required may vary; it is denominated in local currency by the VISA or MasterCard card company for each country individually. The cumulative daily limit for PayPass / PayWave Transactions by this Card without entering of PIN Code is max. EUR 100. The Bank is entitled to set and change the limit and the conditions for renewal of the limit. The amount of the limit and the cumulative limit can be currently/extraordinarily/temporarily adapted according to a special legal norm (e.g. during the pandemic COVID-19).

For the purpose of renewing the limit for PayPass/PayWave an authorized contact Transaction must be conducted by the Card.

PIN Code

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

POS Terminal

is an electronic device located at a Merchant enabling the Merchant to accept Cards for cashless payments authorised by PIN Code or signature of the Card Holder, unless otherwise stipulated in these Business Terms and Conditions for Debit Cards.

Price List

is the tariff list of payment services for corporate clients which is valid and effective in the moment of publishing the Price list at the homepage www.commerzbank.sk. The Price list forms a part of the Contract on Debit Cards.

Protective Logo

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

Publication

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

Renewed Card

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

Substitute Card

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

Unauthorised Payment Operation

is a payment operation which does not comply with any of the requisites of an Authorised Payment Operation.

Token

is a unique numerical code for the specific NFC device generated for a Card after successful adding to the application. The Token shares all Card settings (Card limit and balance).

Total limit

shall mean a maximum limit in the respective selected period, it is the maximum possible amount of financial funds that can be used by Card (the total limit is the higher sum of limits POS or ATM).

Transaction

is any payment operation made by Card.

Transaction Authentication

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

Article 3

Conditions for the issue of the Card

1. The Bank provides from the Issuer the issue of Cards as electronic payment instruments for performance of Transaction on the basis of the Contract on Debit Cards in accordance with the generally binding legal regulations valid in the territory of the Slovak Republic and in compliance with the present Business Terms and Conditions for Debit Cards.
2. The Bank issues Cards via the Issuer always in the name of the Card Holder who may be the Account Owner and/or an assigned third person whereas on the Card also the name of the Account Owner is nominated.
3. The Card shall state the name of the Issuer, the Card number, Card validity and the name and surname of the Card Holder or

the business name/name of the Account Owner, CVC, CVV. The Card shall further contain, in particular:

- a) protective elements: hologram and signature strip with the Card Holder's signature in case of MasterCard Business Gold,
- b) identification data allowing for the visual, mechanical and electronic identification of the Issuer and of the Card Holder;
- c) other particulars depending on the Card type (e.g.: logo of the Bank and/or Card company).

4. The Card is the property of the Issuer, it is non-transferable, and the Card Holder shall not be entitled to enable other person to use the Card issued in the name of the Card Holder. The Bank shall be entitled to request return of the Debit Card during its validity or after its expiration even without giving a reason.

5. The Card Applicant shall submit to the Bank a proposal for the issue of the Card. The bank accepts the proposal of the Account Owner for the issue of the Card on the condition that the Account Owner fulfils all the Bank's conditions. The Contract on Debit Cards comes into force in the moment of its acceptance by the Bank.

The Card Applicant is obliged to submit in the application all identification data that are necessary for issuing and using the Card correctly, completely and truly. The Card Applicant is responsible for the damage caused to the Bank by submitting false or incorrect data.

6. There shall be no legal entitlement to the issuance of the Card and the Bank is entitled to reject the issue of the Card, also without naming a reason. The Account

Owner will be informed about the rejected application by the Bank.

7. The Account Owner shall be entitled to ask the Bank for the issuance of further Cards to this Account for a further persons, whereby the Account Owner also authorises such person to dispose of the financial means on the Account by means of a Debit Card. In this case, the Account Owner shall be responsible for the observance of Business Terms and Conditions for Debit Cards by each Card Holder.
8. On the basis of data specified in the Contract on Debit Cards and based on evaluation of the Card Applicant (Account Owner), the Bank shall determine the Daily/Monthly Withdrawal Limit for each Card issued for the Account. The Card Holder shall be obliged to observe the Daily/Monthly Limit; otherwise, the Card Holder shall be responsible for any damage resulting from violation of this obligation.
9. The Bank shall issue the Card within the period in accordance with the business practice following the conclusion of the Contract on Debit Cards. The Bank shall deliver the Card to the address of the Card Holder notified in the Contract on Debit Cards or personally to the Card Holder.
10. In the moment of taking over the consignment with the Card and/or the consignment with the PIN code, the risk of damage passes to the Card Holder. In the moment of taking over the consignment, the Card Holder has to check the integrity of the consignment. If the consignment shows signs of damage, the Card Holder is obliged to require confirmation of the consignment's damage from the carrier and inform the Bank about such fact immediately.
11. The Account Owner shall be obliged to pay the Bank a fee for the Card issuance according to the current Price List.
12. It shall be the Account Owner's responsibility that the Card Holder is at the time of the Card acceptance/delivery, duly familiar with the present Business Terms and Conditions for Debit Cards, and in particular with the principles for the safe use of the Card.
13. The Bank shall deliver the PIN Code solely to the Card Holder. The Card Holder shall be obliged, immediately after acceptance of the consignment containing the PIN Code and becoming familiar with the PIN Code, to destroy the consignment. The Card Holder shall be obliged to secure confidentiality of the PIN Code, to prevent its disclosure to other persons, to make no record of the PIN Code in any form whatsoever or to store the PIN Code in any form. The Card Holder shall be obliged to prevent disclosure of the PIN Code when making payment by Card.
14. If the Card Holder forgets the PIN Code assigned to his Card, the Card Holder can ask the Bank for reprinting the PIN Code. In the event that the Card Holder forgets the PIN Code again, the Bank shall be entitled to reject reprinting thereof for security reasons.
15. The Card Holder shall be obliged to sign the Card on own hand immediately after its acceptance on the signature strip on the back of the Debit Card. The Card Holder's signature shall serve for the authorisation of Transactions being carried out by the Debit Card. The Account Owner shall be responsible for the fulfilment of this obligation, as well as for the possible consequences of its nonfulfillment. This obligations refer to the card type MasterCard Business Gold.

16. The Account Owner or the Card Holder shall be obliged to notify the Bank about the address, telephone number, fax number and electronic address (e.g. e-mail) through which the Bank will communicate with the Account Owner or with the Card Holder and to inform the Bank without undue delay about any change of the same. If the Account Owner or the Card Holder fails to notify such information to the Bank, delivery and notification made to the last known address, possibly to the last known telephone number, fax number or electronic address (e.g. e-mail) shall be deemed as duly made. If the Account Owner or the Card Holder fails to comply with this obligation, the Bank may suspend, change or cancel single authorisations for performance of Transactions by means of the Card.
17. The Account Owner shall be entitled, anytime during the Card's validity period, to ask the Bank in writing for cancellation of the authorisation for any Card Holder to use the Card issued for the Card Holder to the Account.
18. Due to the termination of issuance of a certain Card type, the extension of Card functionality or the transition to a safer Card by the Issuer, the Bank shall be entitled to issue for the Card Holder, within the automatic exchange, other Card. The Bank shall inform the Account Owner of such fact without undue delay by Publication in writing or by e-mail, so that the Account Owner will have the possibility to familiarise himself with this information and possibly to refuse issuance of other Card. In the event the Account Owner fails to do so within the deadline specified by the Bank, it shall apply that the Account Owner agrees with the procedure of the Bank.
19. The Card Holder shall be entitled, without consent of the Account Owner, to ask for Card blocking.

Article 4

Use of Cards

1. The Card Holder shall be entitled to use the Card only during its validity period. The validity period of the Card shall terminate upon the expiry of the last day of the month in the year specified on the Card. The Card Holder shall be obliged to return the Card to the Bank immediately after expiry of the Card's validity period. The Account Owner shall be responsible towards the Bank for return of all Cards issued to his Account and that regardless of to whom the Card was issued and who was using the Card. The issuer shall automatically issue, in the last month of the Card validity, the Renewed Card with validity for the next period. The Issuer shall not issue automatically the Renewed Card, if no later than six weeks before the expiry of the Card's validity, the Account Owner informs the Bank that he is not interested in the Renewed Card. The Bank is entitled, at its own discretion, not to issue the Renewed Card, and it shall inform the Account Owner and the Card Holder of this fact in writing.
2. The Card Holder shall be obliged to comply with all necessary measures to prevent misuse of the Card, in particular to keep the Card in a safe place separately from personal documents, identity documents and to protect the Card against its mechanical damage and against any influences, which could result in damage to the recording on the magnetic strip of MasterCard Business Gold Card. The Card Holder shall be responsible for the method of submission of the Card to a Merchant when paying for goods and services,

whereas, as the case may be, the Card Holder shall mainly not allow to lose visual control over the Card as at use of the same. The Account Owner shall be fully responsible for damage suffered by the Account Owner and/or by Bank due to violation of the above-mentioned duties on the part of the Card Holder.

3. In the event of damage to the Card, the Card Holder shall be obliged to notify the Bank of the same without undue delay and to return the damaged Card to the Bank. On the basis of a request of the Card Holder or of the Account Owner, the Bank shall be entitled to provide the issuance of a Substitute Card by the Issuer. The Account Owner shall be fully responsible for damage suffered by the Account Owner and/or by the Bank as a result of breach of the above-mentioned obligations on the part of the Card Holder.
4. If during a Transaction an incorrect PIN Code is entered more than three times during one day, the functioning of the Card shall be automatically temporarily limited for security reasons (suspicion of Card misuse). In the event that the last Transaction is carried out on an ATM, the ATM shall retain the Card.
5. In the event that the Card is retained in an ATM due to the Card blocking, neither the Bank, nor the Issuer nor another bank shall release the Card to the Card Holder. In the event that the Card is retained in an ATM abroad, the Card Holder acknowledges that, pursuant to the rules of card companies, the retaining institution shall be obliged to destroy the Card.
6. The Bank or the Issuer may suspend, change or cancel single authorisations for the performance of Transactions by means of the Card. The Bank or the Issuer shall be also entitled to exclude certain types of Transactions being performed by the Card, whereas the Bank or the Issuer shall notify the Card Holder and possibly other affected persons (e.g. Merchants), where appropriate, of its decision or shall publish such decision.
7. The Card Holder shall be entitled to dispose of the financial means on the Account by means of the Card only up to the amount of the permitted Daily/Monthly Limit for use of the Card, which is agreed in the Contract on Debit Cards, however, up to the maximum amount of the Available Balance on the Account.
8. A change in the amount of the limit - only the Account Owner can apply for increase of the daily limit amount. The Bank shall determine the amount of the limit on the basis of evaluation of the Account Owner. The Bank shall be entitled to change the limit, including its division into cash Transactions and cashless Transactions (including internet and Contactless), during the validity of the Card, and that even for a definite period of time and that individually towards single Card Holders, as well as towards all Card Holders, in particular in case of change in their property conditions or solvency or due to change of the Bank's business policy justified by change of market conditions, about which the Bank shall inform the Card Holder.
9. When using the Card for cash withdrawals in ATMs, the Card Holder shall authorise the Transaction by entering the PIN Code. In case of the Cash Advance at the Cash Advance Points, the Card Holder shall be obliged to present, in addition to the Card, also his valid proof of identity and to authorise the Transaction by the PIN Code or signature. In case of cashless payment for goods and services at Merchants, the Card Holder shall authorise the Transaction depending on the Card type either by

entering the PIN Code or by signing the receipt of the performed Transaction in accordance with the specimen signature on the Card or by placing the card/NFC device to the POS terminal. By authorisation pursuant to the preceding sentence, the Card Holder confirms the content and amount of the Transaction performed by the Card. If the exact amount of Transaction is not known at the moment when the Card Holder gives consent to the Transaction, the Bank and the Issuer may block funds in the Card Holder's Account only if the Card Holder gave a consent to the exact amount of funds to be blocked. The Bank shall release the funds blocked in the Card Holder's Account forthwith after the clearance of the Transaction.

10. The Card Holder shall be obliged, upon request of the Merchant to present a valid proof of identity for the purpose of his identification. The Card Holder acknowledges that the Merchant shall be entitled to retain a blocked, cancelled or invalid Card.
11. The Bank shall not be liable for damage suffered by the Card Holder due to Merchant's refusal to accept the Card. The Bank shall not be liable for the scope and quality of goods and services paid by the Card.
12. If goods are returned or if a service paid by the Card is not provided, the Merchant shall not return cash to the Card Holder, but he shall execute a return Transaction by means of the Card, on the basis of which the amount of Transaction will be credited to the Account.
13. The Card Holder must not use the Card for the purposes, which contradict the law or which circumvent the law, including the purchase of goods or services prohibited by the law.

14. In the event that during a cash withdrawal from an ATM, the Card Holder does not receive the requested cash despite the fact that the Transaction has not been refused or if the ATM retains the Card, the Card Holder shall be obliged to inform the relevant bank operating the ATM or the Bank of such fact without undue delay.
15. The Card Holder can conduct Transactions by means of internet only on such internet sites which are labelled by the Protective Logo, on sites trusted or secured by means of the so-called 3D Secure Code. If the Card Holder performs Transaction at a web page not labelled by the Protective Logo, he acknowledges that the Issuer cannot provide for the data security and that these data might be misused.

Article 5

Clearance of Transactions

1. All Transactions performed by means of a Card shall be debited by the Bank to the Account not later than on the next working day after receipt of clearing report of making the same. For the period from the Transaction execution until its clearance, the Bank shall be entitled to create a reservation of financial means on the Account for the whole amount of the Transaction.
2. All cash and cashless international Transactions made by Cards VISA and MasterCard Business Gold shall be converted from the original currency to the clearing currency EUR using the exchange rate of the card companies. If the Card Holder's Account currency is different from the currency EUR, the Bank shall convert the amount provided by the international card system expressed in the clearing currency EUR to the

Account currency at the buy foreign exchange rate valid in the Bank as at the day of clearance of the Transaction in the Bank's accounting system.

Exchange rate differences resulting from different exchange rates on the Transaction date and on the Transaction clearance date shall be debited/credited from/to the Account.

If the Card Holder's Account currency is different from the currency EUR, the Bank shall convert the amount defined by the Issuer in the currency EUR to the Account currency at the buy foreign exchange rate valid at the Issuer as at the day of clearance of the Transaction in the Bank's accounting system.

3. The Bank shall notify the Account Owner of the Account balance and of the performed and cleared Transactions by a Bank statement from the Account. An attachment of the bank statement is a list of individual Transactions conducted by Card, the so-called List of Transactions Conducted by Payment Card (hereinafter called „**List of Transactions by Card**“).

The bank does not send SMS notifications about Transactions conducted by Card.

4. The Account Owner shall be obliged to ensure the sufficient amount of financial means on the Account that are necessary for clearance of single Transactions and related Fees.
5. The Bank shall be entitled to debit the Account with the Fees on their due date specified by the Bank and as well as with all possible costs, losses, damages suffered by the Bank in connection with use of the Card issued to the relevant Account, in particular due to failure to observe or due to violation of the Card Holder's duties resulting from

the present Business Terms and Conditions for Debit Cards or from the General Business Terms and Conditions of the Bank.

6. In the event that the Account Owner fails to ensure the sufficient amount of financial means on the Account to which the Card is issued and if the Account is debited with Transactions executed by the Card and/or with due fees and other costs, losses, damages incurred in connection with use of the Card, and that results in an unauthorised overdraft on the Account, the Account Owner shall be obliged to settle such unauthorised debit balance on the Account within the deadline specified by the Bank in a notice and to pay to the Bank debit interests on overdraft, and that from the moment of overdraft until the time of its settlement; the amount of the debit interest on overdraft shall be Published by the Bank. Moreover, in such case of arisen debit balance, the Bank shall be entitled to block the Cards issued to the Account at the Account Owner's expense, possibly to terminate their validity prematurely.

Article 6

Complaints

1. After receiving the bank statement from the Account, the Account Owner shall be obliged to check all cleared Transactions. If, after thorough control of the statement, the Owner declares any of the Transactions as unauthorised or performed incorrectly, he shall be obliged to submit the Bank a written complaint regarding the relevant Transaction. When the Card Holder receives an information about a Transaction conducted by Card and if he is not informed about such a Transaction the Card Holder has to ask as soon as possible for the Card blocking using the process described in Article 7 paragraphs 1 and 3

of these Business Terms and Conditions for Debit Cards.

2. The Bank recommends to the Card Holder to report the loss/theft of the Card immediately upon detecting the event to the authority active in criminal procedure due to possible misuse. In case any loss occurs to the Card Holder arising from the Card misuse, under the complaints procedure, the Bank is entitled to require from the Bank Holder submitting of the police note reporting the loss / theft of the Card and criminal complaint by the Card Holder.
3. In case of placing a complaint, the Account Owner/Card Holder shall be obliged to provide all information about the complained Transaction, which can help the Bank to accommodate the complaint as soon as possible. If the Account Owner insists that he did not make the Payment Operation, he shall state this fact in the Complaint Record and shall confirm it by signature.
4. Conditions for lodging a complaint, procedures of accommodating complaints and deadlines for accommodating complaints are governed by the Complaint Order published by the Bank at its homepage and in the Bank's commercial premises.
5. Neither the Bank nor the Issuer attend to disputes between a Merchant and Card holder. Complaints referring to the quantity and quality of purchased goods or provided services or to the correct execution of the order are not subject of this contractual relationship and the Account Owner will regulate the complaint directly with the Merchant. In case of not delivering the goods or not providing services by the Merchant, the account owner and/or Card Holder can by means of the Bank apply for the restitution of the sum of the Transaction. In this case, the Bank will ask the Issuer for cooperation.
6. When solving complaints concerning cleared Transactions, the Bank shall follow generally binding legal regulations valid in the territory of the Slovak Republic, binding rules of card companies, rules and procedures of the Bank and of the Issuer for solving disputed Transactions made by Cards.
7. The Bank shall be entitled to carry out, within its competence, the further verification of the complaint, and shall inform the Account Owner of the method of solving the complaint within the deadline determined in the Complaint Order; complaints regarding Transactions shall be accommodated by the Bank usually within 15 business days, in complicated cases within 35 business days since the date of complaint receipt.
8. The Bank shall not admit justifiability of a complaint of Transaction identified by the Card Holder/Account Owner as unauthorised mainly if:
 - a) the Card Holder committed gross negligence, or
 - b) the Transaction was authenticated, or
 - c) the Transaction for goods and services was made on the basis of telephone, fax, Internet or postal order, which was made on accounting document without signature or without use of the PIN Code; the Card Holder or the Account Owner may not lodge a complaint of the Transaction with the Bank. The Card Holder can lodge such complaint only directly with the Merchant through which he conducted the relevant Transaction.

9. The Card Holder – non-consumer shall be liable according to special legal provisions for the loss in full amount, whereas the consumer is liable for the loss up to the amount of EUR 50, in case the loss is connected with an Unauthorised Payment Operation and which is caused by using a lost or stolen Card or by misuse of a Card by unauthorised person due to negligence of the Card Holder as for securing the safety elements, unless otherwise provided in these Business Terms and Conditions for Debit Cards.
10. The Card Holder shall be liable for all losses connected with Unauthorised Payment Operations if they are caused by his fraudulent actions, intentional failure to comply with one or several obligations hereunder or due to failure to comply with one or several obligations resulting from the these Business Terms and Conditions for Debit Cards as a result of to his Gross Negligence.
11. If, within the deadline determined by the Complaint Order, the Account Owner fails to lodge complaint with the Bank, it shall be deemed that the Account Owner agrees with the conducted Transactions and with data provided in the bank statement from the Account and the Account Owner's entitlements to compensation of possibly suffered damage shall cease to exist.
12. In case of a justified complaint, the Bank shall refund financial means drawn due to incorrect clearance.
13. The Bank shall not be liable for refusal to make Transaction by a Card on the part of the Merchant, bank, exchange office, ATM or in other way and shall bear no liability for damage caused to the Card Holder due to circumstances caused by force majeure.
14. In the case of complaints of Transaction – cash deposit of the Deposit Device, the Account Owner shall lodge such complaint with the Bank.

Article 7

Loss, Theft and Blocking of the Card

- Any loss, theft and unauthorized use of the Card shall be reported by the Card Holder to the Bank and Issuer without undue delay:
 - to the Issuer** in writing, in any branch of the issuer during operating hours, by phone using the service line of the issuer +421 2 6920 2090, UniTel service telephone: 0800 14 00 14, from abroad: +421 2 44 5476 870 or
 - via Emergency line for blocking Cards of the respective **authorization centre (SIA Slovakia, s.r.o.)**, by phone using the telephone number: +421 2 6828 5777 or by fax, line: +421 2 6241 2855 from 22.00 until 07.00 am
 - to the Bank** on the following working day at the latest by confirming in writing or electronically.
- The Card Holder that is at the same time not the Account Owner is entitled to request the blocking of the Card whose holder he/she is. An announcement about the loss or theft of the Card can be submitted also by a third person („**Reporting person**“).
- In the event of theft of the Card or in case of suspicion of Card misuse, the Card Holder and the Bank recommend shall be obliged to report the theft to the relevant police force authorities and to request an acknowledgement of the theft notification. The Card Holder shall be obliged to provide

the Bank with all available information regarding the circumstances of the loss, theft or misuse of the Card.

4. In case of request for the Card blocking by telephone, the Card Holder shall be obliged to provide data allowing an unambiguous identification of the Card (name and surname of the Card Holder, Card number, Card type, the name of the Issuer and of the Bank, Password/discrete information agreed between the Bank and the Card Holder, if any, and telephone number for possible re-verification). The Card Holder shall never notify the PIN Code. After the Card blocking, it is not possible to conduct a payment by using the Token.
5. The Bank shall be entitled to ask the Issuer to block the Card block even without the consent of the Account Owner or of the Card Holder, namely for reasons concerning:
 - a) safety of the Card,
 - b) for reasons of suspicion of unauthorised or fraudulent use,
 - c) due to increase of the risk of Account Owner's insolvency.

The Bank shall notify such Card blocking to the Card Holder or the Account Owner without undue delay if such notice does not endanger safety at issuance or receipt of the Card, or unless otherwise provided by a special law.

If the Card Holder is not a consumer pursuant to special legal regulations, the Bank shall charge him/her the fee for blocking of the Card under the valid Price list. If in the decisive moment, the Card Holder is not available at the contact data provided by him or if the Card Holder does not notify the Bank

the contact data pursuant to the present Business Terms and Conditions for Debit Cards, as a result of what the Bank cannot notify the Card Holder of Card blocking, this fact shall not be deemed as a breach of the Bank's notification duties.

- d) if the Transaction executed by card causes exceeding of the credit line or authorised cash limit or if the balance on the Account results in an unauthorised debit balance;
 - e) if the Account Owner is in delay with performing his/her payment obligations towards the Bank or any other obligations resulting from the Contract on Debit Card or other contract closed with the Bank or is in default with performance of payment obligations to words other creditors or is in breach of his/her declarations or other obligations towards the Bank under the present Business Terms and Conditions for Debit Cards or the Contract on Debit Cards.
6. The Account Owner acknowledges and agrees that the Bank or the Issuer, at its own discretion, also without the consent or request of the Account Owner and/or Card Holder, will enter the Blocked Card on the so-called stop list and thereby prevent its possible misuse.
 7. The Bank or the Issuer shall unblock the Card on the basis of a written request of the Account Owner. The Bank shall not be obliged to comply with the request for cancellation of the Card blockage if it believes that the reason, for which the Card has been blocked, still continues.

Article 8

Damage liability

1. The Account Owner/Card Holder shall be liable for damage suffered by the Bank as result of violation of his obligations under the Contract on Debit Cards, Business Terms and Conditions for Debit Cards, General Business Terms and Conditions of the Bank, in consequence of the case of Violation and/or obligations imposed by Article 11 paragraph 1 of the Business Terms and Conditions for Debit Cards, of the Commercial Code unless the Card Holder proves that the violation of obligations was caused by circumstances excluding liability.
 - c) influence of force majeure, uprising, revolution, civil riots, war or natural disasters;
 - d) other events beyond the Bank's control (e.g. strikes, lock-outs, traffic jams);
 - e) malfunction of telecommunication services provided to the Bank by third parties;
 - f) refusal or incorrect performance of authorisation due to a failure of the processing system of the authorisation centre or of telecommunication lines, interruption of electricity supply;
 - g) ATM and POS terminal failures;
 - h) refusal to accept the Card,
 - i) damage to or retention of the Card by an ATM or Merchant.
2. The Account Owner shall be obliged to compensate the Bank for damage (i.e. actual damage and lost profit) suffered by the Bank pursuant to paragraph 1 of this Article without undue delay, namely on the basis of the Bank's request. The Bank shall be entitled to debit the Account with such incurred damage.
3. The Bank shall be liable to the Account Owner for damage caused to the Account Owner intentionally or due to Gross Negligence. In case of origin of the Bank's obligation to compensate the Account Owner for damage, the Bank shall not be obliged to pay lost profit to the Account Owner, since the Bank has no possibility to predict its scope even if it exercises usual care.
4. The Bank shall not be liable for damage suffered by the Account Owner due to circumstances excluding the Bank's liability, which shall include, in particular:
 - a) actions of domestic or foreign authorities or courts;
 - b) refusal or delayed grant of necessary permissions on the part of authorities;
5. The Card Holder shall be liable for financial consequences arising from use of lost, stolen or misused Card until the moment of reporting the relevant fact according to the respective provisions hereof.
6. The Card Holder hereby acknowledges that, in case of performing Transactions by the Card by means of internet, he exposes himself to the risk of the Card's misuse. The Bank shall not be liable for damage incurred due to such misuse, unless otherwise provided.

7. The Account Owner and the Card Holder shall be liable, jointly and severally, for obligations arising from the Contract on Debit Cards arisen in connection with issuance and use of the Card, as well as for all possible costs and losses, which will be suffered by the Bank in connection with issuance and use of the Card.

Article 9

Fees

1. The Account Owner shall be obliged to pay all Fees to the Bank in compliance with the valid Price List.
2. Unless otherwise agreed between the Account Owner and the Bank, the Fees shall be payable on the day of execution of the charged Transaction.
3. The Bank shall be entitled to change and/or supplement the Price List and that due to changes in the Bank's or issuer's business policy or in connection with development of the legal environment or on the basis of changes in the money and capital markets or based on changes in the banking market. The Bank shall be obliged to inform the Account Owner of changes of the Price List by means of Publication within the deadline determined by the relevant generally binding legal regulations prior to the effective date the change.

Article 10

Termination of the contractual relationship

1. The Contract on Debit Cards shall be concluded for an indefinite period. The validity of the Contract on Debit Cards can be terminated by agreement of the

contracting parties or by notice or in other way specified in these Business Terms and Conditions for Debit Cards.

2. The Bank shall be entitled to terminate the Contract on Debit Cards for whatsoever reason and even without giving any reasons, namely by delivery of written notice to the other contracting party. The period of notice shall be two months and it shall start to pass on the date of delivery of the written notice to the other contracting party. This shall not apply if the Account Owner or if the Card Holder provably acted in a fraudulent manner when using the Card.
3. The Account Owner shall be entitled to terminate the Contract on Debit Cards for whatsoever reason and even without giving any reasons, namely by delivery of written notice to the other contracting party. The period of notice shall be one month and it shall start to pass on the date of delivery of the written notice to the other contracting party. All non-payable receivables of the Bank arisen on the basis of the Contract on Debit Cards shall become payable upon termination of validity of the Contract on Debit Cards. The obligation of the Account Owner / Card Holder to settle the existing payables towards the Bank shall not cease to exist upon termination of validity of the Contract on Debit Cards. The Bank shall be entitled to charge current Account with and the Account Owner shall be obliged to compensate the Bank also for the sum of all Transactions, which were made or cleared until or also after termination of the Contract on Debit Cards, such as the total sum of Transactions including appurtenance and components of such receivable (mainly related fees). The Account Owner shall be obliged to pay hereunder for such Transactions also after termination of the Contract on Debit Cards. Without regard

to the abovementioned, upon delivery of notice to the other contracting party or in cases stipulated in the Business Terms and Conditions for Debit Cards, the right of the Card Holder to make Transactions by the Card shall terminate upon termination of the Contract on Debit Cards. The Card Holder shall be obliged to immediately deliver the Card to the Bank by mail or in person. If the Card Holder fails to do so, the Bank shall be entitled to block the Card. The Account Owner undertakes to settle all receivables of the Bank arisen in connection with the Contract on Debit Cards or with use of the Card without undue delay.

4. If, after the expiry of the Card's validity period, a renewed Card is not issued for the Card Holder, the validity of the Contract on Debit Cards shall expire as of the date of expiry of the Card's validity period and the Card Holder shall be obliged to return the invalid Card to the Bank without undue delay.
5. The Account Owner agrees that in the event of termination of the Contract on Debit Cards, irrespective of the method of termination and if there still exist between the Bank and the Account Owner unsettled rights and obligations, which arose in connection with the Contract on Debit Cards or with use of the Card (e.g. outstanding receivables of the Bank), the settlement of such rights and obligations shall be further governed by the relevant provisions of the present Business Terms and Conditions for Debit Cards or of the General Business Terms and Conditions of the Bank governing the method of fulfilment of such rights and obligations and associated issues.

Article 11

Special provisions

1. The following facts shall be deemed as a Case of Violation hereunder:
 - a) existence of a reasonable suspicion that there could occur or occurs misuse of a Card; or
 - b) the balance of financial means on the Account drops under the determined minimum balance or reaches an unauthorised debit balance; or
 - c) the permitted Daily/Monthly Limit of use of the Card is exceeded by making the Transaction;
 - d) the Account Owner is in delay in fulfilment of his obligations towards the Bank or the Account Owner breaches his statement or other obligations, which he has towards the Bank; or
 - e) the Bank credibly learns about a bankruptcy petition or about a motion to permit restructuring of property of the Account Owner or about entry of the Account Owner in liquidation; or
 - f) the Bank credibly learns about material deterioration of property relations of the Account Owner or of the Card Holder (e.g. there is submitted a motion to commence court execution of a decision or execution proceedings); or
 - g) the Account Owner and/or the Card Holder, by his actions, breached or failed to observe the law or other generally binding legal regulation valid in the territory of the Slovak Republic; or
 - h) the Account Owner and/or the Card Holder breached or his actions led to

- breach of provisions of the present Business Terms and Conditions for Debit Cards, of the General Business Terms and Conditions of the Bank or of the Contract on Debit Cards; or
- i) the Account Owner becomes insolvent or declares or admits that he is not able to pay any financial obligation towards the Bank within maturity of the same; or
 - j) revocation of any consent of the Card Applicant or of the Card Holder pursuant to the present Business Terms and Conditions for Debit Cards; or
 - k) the Card Holder misled the Bank by provision of incorrect data, by failure to provide data, by other failures or in other way, which influenced decision of the Bank to issue the Card; or
 - l) the Bank filed against the Card Holder or against the Account Owner a complaint due to suspicion of committing a criminal offence; or
 - m) the Account Owner and/or the Card Holder is in custody or imprisoned.
2. If there occurs a Case of Violation pursuant to paragraph 1 of this Article hereof, the Bank shall be entitled, in compliance with generally binding legal regulations, (also by integrating the Issuer of the Card in case in which his cooperation is necessary), even without prior notification of the Card Holder or of the Account Owner and with regard to the gravity of the Case of Violation, in particular, but not limited to:
- a) to cancel the right to use the Card; or
 - b) to refuse to perform Transactions being performed by Card; or
 - c) to block the Card; or
 - d) to charge debit interest due to overdraft on receivables in payment of which the Account Owner is in delay; or
 - e) to terminate the Contract on Debit Cards; or
 - f) to satisfy its receivables to the debit of the Account via collection.
3. A Card hHlder holding the Card with Mastercard/VISA logo agrees with sending data about his/her Payment Card (Payment Card number and validity) to the company Mastercard/VISA for automatic updating of the data in Mastercard Automatic Billing Updater (ABU) and VISA Account Updater (VAU). Payment Card data are updated in order to facilitate regular or recurring payments for goods and/or services with Merchants which are participants to ABU/VAU. This service ensures a smooth execution of regular or recurring payments by the Card Holder is agreed by the Merchant. The Issuer and Bank sends the data to ABU/VAU when:
- a) a new Debit Card is issued to the Card Holder,
 - b) validity or the number of the Card Holder's Debit Card gets changed,
 - c) Card Holder's Debit Card is cancelled.
- If the Card Holder does not want his/her Card to be included in ABU/VAU systems, the service can be cancelled upon request sent to the Bank. The service will be cancelled within 60 days from receiving the request.

Article 12

Final provisions

1. In the interest of improving the quality of the services being provided by the Bank in conjunction with changes of the Bank's business policy or in conjunction with development of the legal environment or based on changes on the financial and capital market or based on changes on the bank market or changed conditions of the Issuer for issuing Payment Cards, the Bank shall be entitled to change of the present Business Terms and Conditions for Debit Cards or to fully replace the same. The Account Owner shall be entitled to express his disagreement with changes of the Business Terms and Conditions for Debit Cards by a written notice delivered to the Bank in the form of a registered mail, not later than on the day preceding the effective day of such change of the Business Terms and Conditions for Debit Cards. However, if the Account Owner fails to notify his disagreement with changes of the Business Terms and Conditions for Debit Cards within the above-mentioned deadline and performs any legal act towards the Bank or continues to accept banking products of the Bank, so that it is obvious from the relevant situation that he is willing to continue in the contractual relationship with the Bank, or if he confirms by his actions that he familiarised himself with the change of the Business Terms and Conditions for Debit Cards, the Bank shall deem such actions of the Account Owner as an expression of his consent to the change of the Business Terms and Conditions for Debit Cards and such changes shall become effective in relation to the Account Owner and/or Card Holder on day specified therein. If the Account Owner expresses his disagreement with changes of the Business Terms and Conditions for Debit Cards and no agreement is reached, both the Bank and the Account Owner shall be entitled to terminate their contractual relationship with immediate effect, whereby mutual receivables of the contracting parties shall become immediately due.
2. The Account Owner and/or Card Holder shall be deemed to have given consent to these Business Terms and Conditions for Debit Cards also in case when the Account Owner and/or Card Holder performs any legal act in relation to the Bank or continues to receive products, with the situation making it clear that the Account Owner and/or Card Holder wishes to continue in the relevant contractual relations with the Bank, or the Account Owner and/or Card Holder acts in a manner proving that Account Owner and/or Card Holder has become familiar with the Business Terms and Conditions for Debit Cards.
3. The present Business Terms and Conditions for Debit Cards shall come into force on **17th August 2020** and supersede in full extent the Business Terms and Conditions for the Issuance and Use of Payment Cards dated 1st January 2020.

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