

**BUSINESS CONDITIONS FOR PAYMENT CARDS of PPF banka a. s.****INTRODUCTORY PROVISIONS**

1. The Business Conditions for Payment Cards of PPF banka a. s. (hereinafter referred to as “the Conditions”) set out the basic rules, which are applied to commercial relationships between the Bank and its clients when issuing and subsequently using PC to CA.
2. Should terms or collocations of words starting with a capital letter be used in these Conditions, their meaning is defined in the article Interpretation of the Terms of the General Business Conditions of PPF banka a. s. (hereinafter referred to as “GBC”) and/or in the chapter Interpretation of the Terms of these Conditions, or the meaning is specified in the individual provisions of these Conditions. The terms and collocations of words thus defined are used similarly for the singular and plural.
3. These Conditions are issued on the basis of, and in accordance with the provision of Section 273 of the Commercial Code, the Act on Payment Intercourse, the Bank Act, and the other related legal regulations, and in accordance with the conditions of the Card Associations.
4. These Conditions are the so-called Specific Business Conditions (hereinafter referred to as “SBC”) issued in accordance with, and further to GBC. Relationships between the Bank and the Client, not regulated by these Conditions, are governed by GBC.
5. These Conditions constitute an integral part of the Agreement on PC, concluded by and between the Client and the Bank. Should the Agreement on PC contain provisions varying from these Conditions, the provisions of the Agreement on PC take precedence. Should these Conditions contain provisions varying from GBC, they take precedence over the provisions of GBC.

**INTERPRETATION OF THE TERMS**

1. **Bank** – PPF banka a. s. with the registered office located in Prague 6, Evropská 2690/17, 160 41, Registration No. 47116129, registered in the commercial register maintained by the Municipal Court in Prague, Section B, Entry 1834.
2. **Automated Teller Machine (ATM)** – self-service electronic device serving to make cash withdrawals from CA by means of PC, or to use other applications operated by the Bank via PC (e.g. information on the balance for the use of PC).
3. **CA** – current account of the Client kept by the Bank in CZK, EUR, GBP, and USD, and to which thereto a PC may be issued. Should PC be issued to two CAs, the owner of both CAs must be the same Client, in which case one CA is the Main CA and the other one is the Attached CA.

4. **Call Centre** – telephone service of the Provider, intended for reporting loss, theft or misuse of PC outside the Bank’s Business hours.
5. **Cash Advance** – cash withdrawal at selected counters of banks or exchange offices by means of PC. An imprinter or a payment terminal may be used for the service Cash Advance.
6. **CVC2/CVC (Card Verification Code)** – security code, a group of three digits pre-printed on, or next to the signature panel of PC on the rear side of PC.
7. **Provider** - third party that is the processor, or that which ensures the services constituting the integral or optional part of PC, or that ensures the activities connected with the issuing and use of PC for the Bank on the basis of a contractual relationship.
8. **Additional Service** – service, which may be arranged for a PC, or which is automatically included within the price of PC .
9. **PC Holder** – authorized Person, to whom a PC is issued under the Agreement on PC and whose name is stated on PC. The PC Holder can be the Client or a person authorized by the Client to dispose of the means on CA by means of a PC.
10. **E-commerce Operation** – cashless Payment Transaction without the physical presence of PC and/or PC Holder, effected by means of the Internet network.
11. **Electronic PC** – PC intended for payments in shops equipped with POS and for withdrawals from Automated Teller Machines (on-line transactions).
12. **Embossed PC** – PC enabling payments in shops equipped with a Payment Terminal or an Imprinter, withdrawals from Automated Teller Machines, and Cash Advances. The characters shown on Embossed PC (basic identification data) protrude in plastic above the surface of PC, and enable making of an imprint thereof in Imprinters on a document for Payment Order.
13. **Main CA** – CA, to which PC is issued and which will be debited with:
  - Payment Transactions effected by means of PC, and the prices related thereto,
  - Prices for the issuing and keeping of the PC, prices for the provision of Additional Services, and other prices according to the Bank’s Pricelist.
14. **Imprinter** – mechanical sensor of embossed characters, intended for making an imprint of Embossed PC and of the Trader’s identification tag on the sale document when effecting cashless non-electronic payment (off-line transactions), or in case of Cash Advances.
15. **Card Association** – association of PC issuers which provide the Bank with a licence for the issuing and use of PC (e.g. VISA, MasterCard).

16. **MO/TO (Mail Order/Telephone Order) Operation** – cashless Payment Transaction without the physical presence of PC and/or PC Holder (e.g. written mail or telephone Payment Transactions).
17. **Trader** – point of sale where merchandise are offered or where services are provided, which accepts PC as a Payment Instrument for the purchased merchandise or provided service.
18. **PIN** – automatically generated personalized security element, personal secret security number disclosed only to PC Holder and serving to authorize the Payment Transactions when effecting by means of PC.
19. **PC (payment card)** – electronic Payment Instrument, issued in accordance with the rules of the relevant Card Association under the Contract for the PC, by which thereby the Client gives a Payment Order.
20. **Payment Terminal (Point of Sale Terminal, POS)** – an electronic device reading data on the magnetic strip or chip of PC and ensuring PC validity verification, financial coverage of a Payment Transaction, which stores data on a Payment Transaction in electronic form and transmits information for accounting purposes (on-line, semi on-line).
21. **Signature Panel** – Space on the rear of a PC, intended for recording PC Holder's specimen signature.
22. **Attached CA** – second CA, which may be attached to PC together with the Main CA and which will be debited only with Payment Transactions effected by means of PC and the prices, fees and remunerations connected therewith.
23. **Agreement on PC** – Agreement on Payment Card concluded by and between the Client and the Bank.
24. **Customer Service** – telephone line or e-mail box intended for reporting loss, theft or misuse of PC. The telephone line is available each Banking Day from 8.00 a.m. till 17.00 p.m., and the e-mail box is always available.
25. **Accounting Currency** – the currency therein which Payment Transactions effected by means of PC are accounted-for by the Bank. The Accounting Currencies are CZK, EUR, GBP, and USD.

#### GENERAL PROVISIONS

1. The Bank issues PC according to the current offer to a CA subject to the rules of appropriate Card Association and the Agreement on PC by and between the Client and the Bank.
2. The Client does not have a legal right to be issued PC. The Bank is entitled to deny the Client the conclusion of a Agreement on PC. The Bank does not have to communicate the reasons for the denial.
3. PCs are issued in the name of PC Holder on principle, and are non-transferable. PCs are owned by the Bank, and only the right to use them passes to the PC Holder.
4. After the cessation of the right to use a PC, the PC Holder is obliged to return the PC to the Bank without undue delay
5. A PC is provided with a number, the PC Holder's name, and a PC issued to CA of legal entities may be

- also provided bearing the name of a company name or name of the Client, as well as with the date of expiry of PC validity, and the security elements prescribed by the relevant Card Association. The Bank is entitled, at any time in the course of the duration of the Agreement on PC, to make changes in the method of recording data on a PC, so that it should comply with the standards of a given Card Association, and also correspond to the conditions for a given card product.
6. Neither the Client nor PC Holder are entitled to make any changes or adjustments to PC after taking over the PC and during its validity, nor are they entitled to make copies thereof.
7. To communicate with the Bank in connection with PC, the Client or PC Holder use the Bank's Place of Business, Customer Service or also Call Centre in case of informing of loss, theft or misuse of PC.
8. The current list of offered PC, possible combinations of currencies or CAs attached to one PC, conditions for the conclusion of a Agreement on PC for individual types of PC and the related Additional Services are made public by the Bank in the Bank's Places of Business.
9. The Client and PC Holder are obliged to familiarize themselves with the Agreement on PC, the Conditions and GBC, and undertake to abide by them. The Client bears full responsibility, and is committed to paying for all Payment Transactions and possible damage inflicted to the Bank by the incorrect use of PC and failure to abide by the Agreement on PC, the Conditions and GBC by the Client and PC Holders, to whom PCs were issued under the Agreement on PC.
10. If the PC Holder is not the Client, he/she is obliged, prior to concluding a Agreement on PC, to grant the Bank independent consent to personal data processing in accordance with GBC. Should a PC Holder fail to grant the Bank this independent consent, the Agreement on PC will not be concluded with the Client – the owner of the CA – and a PC will not be issued by the Bank.
11. The Client and PC Holder also consent to the transfer of Personal Data to the Providers, namely in accordance with the provision of the Bank Act and the Act on Personal Data Protection. In other respects personal data processing, which is not resolved in these Conditions, is governed by GBC, or by other documents agreed between the Bank and the Client or PC Holder.
12. The Client and PC Holder consent that the Bank should:
  - Inform other banks in CR of a major violation of GBC and/or the Conditions, should it be committed by the Client and/or PC Holder; what constitutes a major violation of the Conditions is to be considered by the Bank;
  - Provide the Card Association with information concerning the issued PC (e.g. PC number, PC validity).
13. The Bank debits the CA, to which thereto the PC is issued, with all Payment Transactions effected by the PC, with charges for keeping CA, Additional Services to CA and other operations at the amount pursuant

to the Bank's Pricelist valid on the date of accounting of a charge, namely regardless of the fact as to whether the sum of the transfer is covered by free Monetary Funds on CA

### I. ISSUING OF PC

1. The Client may apply for the issuing of PC for any person, if the Client authorizes this person to dispose of the Monetary Funds on CA by using a PC.
2. In the Agreement on PC, the Client is obliged to state complete and true information and data. The Client bears full responsibility for damage incurred by the Bank due to the provision of untrue or inaccurate data.
3. One PC may be issued to one CA, or to two CAs. Should a PC be issued to one CA, this CA is considered the Main CA. Should PC be issued to two CAs, in the Agreement on PC the Client determines the Main CA and the Attached CA.
4. On making a new PC under the Agreement on PC, the PC Holder is called upon by the Bank to accept it, or PC is sent to PC Holder via mail as non-registered mail to the address stated at the Agreement on PC.
5. A PC is valid until the date stated thereon, i.e. until the last day of the month stated thereon; the PC Holder may use the PC until this date, if the PC validity is not aborted. The Bank will issue a renewed PC to a PC Holder automatically by the date of the expiry of the validity of the original PC, at the latest, unless the Bank decides not to extend PC validity. The PC Holder collects the automatically renewed PC at the Bank up until the date of the expiry of the validity of the original PC, at the latest, or PC is sent by Bank to PC Holder via mail as non-registered mail to the address stated at the Agreement on PC. Should PC Holder wish to refuse the automatic issuing of a new PC and the related Additional Services, he/she must notify the Bank of this fact in writing within 6 calendar weeks prior to the beginning of the month in which validity of the original PC expires, at the latest. A PC Holder may also apply for a premature renewal of PC.
6. PC will not be issued to the PC Holder, if the CA thereto to which the PC is issued will show an unauthorised debit balance at the time of issuing a PC, the Client is subject to insolvency proceedings, or distraint procedures resulting from injunctive settlement of debt from the current account balance in excess of Available Balance on CA, where there is no hope of improving the balance of payments.

### II. PIN

1. An envelope with a PIN is passed on by the Bank together with a new PC exclusively for the attention of the PC Holder, or envelope with a PIN is sent to PC Holder by registered mail delivered to the addressee in person to the address stated at the Agreement on PC, separately from the PC. The PC Holder confirms the acceptance of the envelope with PIN for the Bank in writing when taking over the PC. The Holder is entitled to reject the PC and not to accept the envelope with PC, if the envelope with the PIN is damaged when being handed over.

2. A PIN is not usually issued for automatically renewed PC.
3. A PIN is not communicated to any person other than PC Holder, who is obliged to prevent disclosure thereof. It is forbidden to record a PIN in an easily identifiable form on PC or another object, which PC Holder keeps or carries together with PC, and/or communicate it to other persons, including family members. A PC Holder is also obliged to prevent PIN disclosure when entering it on the keyboard of an Automated Teller Machine or terminal to check PC validity, e.g. by covering the keyboard with the other hand etc. The Bank is not responsible for damage incurred due to disclosure or making PIN available for another person, and the Client is obliged to pay the sums of all Payment Transactions, in which PIN was used, and indemnify the Bank for all damage possibly incurred by the Bank due to disclosure thereof, namely until the Bank receives a report on loss, theft or misuse of PC in accordance with Chapter VII. of these Conditions.
4. Should a PC Holder forget the PIN, on his/her request submitted to the Bank it is possible to repeat the issue the original valid PIN. For the hand over thereof, PC Holder is obliged to appear at the Bank in person when called.
5. Should an incorrect PIN be entered more than three times during a Payment Transaction carried out by means of PC, PC validity is automatically curtailed temporarily for security reasons (suspicion of the misuse of PC). The full functionality of PC is renewed automatically as a rule on the first day thereon the PC Holder becomes entitled to draw on a new Limit. However, a PIN cannot be unblocked, if upon the emergence of the entitlement to draw on a new Limit there does not occur direct (on-line) a connection of PC with the Bank's systems (i.e. it is impossible to effect off-line Payment Transactions).

### III. TAKEOVER OF PC

1. When taking over a PC at the Bank in person, the PC Holder is obliged to sign the PC in the Signature Panel in the presence of the Bank's employee and to confirm in writing the acceptance of the PC and the PIN for the Bank. If the PC and the PIN are sent to the PC Holder via mail, the PC Holder is obliged to sign the PC in the Signature Panel before it is first used.
2. By taking over the PC, the PC Holder becomes entitled to use the PC for the whole term of the validity thereof, unless PC validity is terminated prematurely.
3. Upon acceptance of a renewed PC, the PC Holder is obliged to ensure the non-use of the original PC. Should he/she fail to return the original PC to the Bank when taking over a new PC, he/she is obliged to ensure destruction of the original PC himself/herself by cutting the magnetic strip and chip, thus preventing possible misuse thereof.
4. Should the PC Holder fail to take over a new PC within 60 calendar days when called upon to take it over in person, or, in case of the automatic issuing, as of date of the expiry of the validity of the original PC, or the mail with the new PC or automatically

renewed PC or the mail with the PIN is returned to the Bank as undelivered, the Bank will deactivate the PC and will discard the envelope with the PIN.

5. The charge for keeping a PC and the related Additional Services is accounted-for regardless of the fact, whether the PC Holder takes over a new, or automatically renewed PC or not, until the expiry of a period for taking over the new or automatically renewed PC stated at the Paragraph No. 4. of this Chapter or until receiving the undelivered mail with the new or automatically renewed PC.
6. The PC Holder is obliged to:
  - Keep the PC separately from other bank documentation in a secure place, i.e. in a place, which is not freely accessible to third parties and which is secured from unauthorized interference of third parties;
  - Check possession of PC regularly on a daily basis, and take such individual security measures, so as to prevent the misuse, loss or theft of PC;
  - Check after each use of PC, whether he/she still possesses the PC;
  - Protect the PC from mechanical and thermal damage and from the effect of any impact (e.g. a magnetic field), which may cause damage to the record in the magnetic strip or chip of PC.
7. Any violation of the obligations defined in Paragraph 3 of Chapter II and in Paragraph 4 of Chapter IV, committed by PC Holder regardless of the fact, whether it was committed by fraudulent action, wilfully or by negligence, is considered a major violation of the Conditions, and the Client bears full responsibility for all losses incurred due to possible, Payment Transactions not authorized by the PC Holder, loss, theft, or misuse of PC, namely until the instant of reporting them to the Bank.

#### IV. PC USAGE

1. Depending on the type of PC, it can be used for Payment Transactions in the network of Automated Teller Machines, in POS, Imprinters, Cash Advance, for cashless payment at the Trader, for E-commerce Operations, or MO/TO Operations.
2. Places where PC can be used are marked with the logo of the relevant Card Association or payment system.
3. The Bank is entitled to restrict a certain type of Payment Transactions (above all MO/TO Operations and E-commerce Operations), namely depending on the type of PC.
4. PC Holder must not provide data on PC via unsecured communication channels except for reporting to the Bank misuse, loss or theft of PC. If in doubt, or if PC Holder has any suspicions of the misuse of PC or payment terminal, or Automated Teller Machine (e.g. non-standard provision of cash, stuck money, installation of a skimming – scanning device in an Automated Teller Machine etc.), or if there are some suspicious persons moving around in the vicinity of the Automated Teller Machine, endeavouring to interfere in the effected Payment Transaction etc., the PC Holder is obliged to inform the Bank forthwith of the fact ascertained thereby.

5. A PC must not be used for Payment Transactions, which would be at variance with the legal acts valid in the Czech Republic, and the legal acts valid in the place of effecting Payment Transaction.
6. The Bank, the Client and/or PC Holder agree upon the methods specified below as the only possible methods of PC Holder's (Payer's) consent to effecting a Payment Transaction, or authorization thereof, namely in case of:
  - Payment Transaction by means of an Automated Teller Machine entering PIN;
  - Cashless Payment Transactions at the Trader entering PIN, or PC Holder's own signature in accordance with the specimen signature on PC, or a combination of both methods depending on the type of PC;
  - MO/TO Operations and E-commerce Operations entering PC number, entering PC validity and CVC2/CVC.PC Holder is obliged to perform all operations with PC, in which PIN is entered, independently, without assistance of third parties.
7. Revocation of a Payment Transaction, which was authorized by PC Holder, may be applied for only forthwith upon effecting thereof at the Trader. It is not allowed to revoke a Payment Transaction that has already been accounted. In justifiable cases (e.g. for the reasons of non-provision of a service, or non-delivery of merchandise), PC Holder may lodge a complaint at the Bank.
8. In case of request for Disposable Balance in CA to which the PC was issued, Disposable Balance is displayed according to the following rules:
  - If PC is issued to one CA only, actual Disposable Balance in this CA will be displayed.
  - If PC is issued to two CA, there will be displayed actual Disposable Balance on such a CA, which has higher Disposable Balance at the moment of the request.
9. When using a PC in the Trader, the Trader is entitled to verify a Payment Transaction and effect it only if they obtain consent of the Bank or of a third party authorized thereby. In the interests of protection of the PC Holder, the Trader is entitled to demand that PC Holder prove his/her identity. Based on the result of the verification, the Trader's employee is also entitled to withhold a PC.
10. The Bank is not responsible for it that the Trader or branch of another bank will reject Payment Transactions, will set a minimum limit for Payment Transactions by means of PC, will not provide services or will not accept a PC for effecting a Payment Transaction, nor is the Bank responsible for possible damage incurred by PC Holder, either directly or indirectly, due to circumstances beyond control of the Bank or its partners (e.g. disruption of power supply, breakdown of machines and equipment of the data processing systems, transmission lines, a strike etc.).
11. In case of withdrawal of higher sum of cash from an Automated Teller Machine, it is possible that the Automated Teller Machine may refuse to pay this sum within one transaction. This decision is governed by the technological parameters of and setting

conditions of cash withdrawal by operator of an Automated Teller Machine. The Bank cannot influence this setting.

12. A PC Holder is entitled to effect Payment Transactions by means of PC only up to the set limit, up to the amount of the Disposable Balance in CA, at the maximum. The amount of the limit is stated in the Contract for the PC, and the PC Holder is also familiarized with the amount of the limit when taking over a PC. The limit restricts the maximum sum of withdrawal by PC within the set period. The PC Holder is obliged to prevent overdrawing of the Disposable Balance in CA.
13. When effecting a Payment Transaction, the sum of the Payment Transaction is validated as against the current amount of the Disposable Balance in CA (hereinafter referred to as "authorization") in accordance with the following rules:
  - First the sum of a Payment Transaction is authorized as against CA kept in the currency therein the Payment Transaction is effected, regardless of the fact, whether it is the Main CA or Attached CA. If the Disposable Balance in CA in the currency of a Payment Transaction is insufficient for whole amount of the Payment Transaction, authorization of the Payment Transaction will be carried out in the other CA attached to the PC.
  - If the CA in the currency of the Payment Transaction is not attached to the PC, authorization is first carried out as against the Main CA. If the Disposable Balance in the Main CA is insufficient for whole amount of the Payment Transaction, authorization of the Payment Transaction will be carried out in the Attached CA.
  - If there is a sufficient Disposable Balance for whole amount of the Payment Transaction in any CA attached to the PC, the Payment Transaction is authorized from this CA, and blockage of the sum of the Payment Transaction will be carried out in this CA. The Payment Transaction will be accounted from this CA, as well, namely regardless of the fact, whether the Client additionally proves Financial Means on CA in the currency of the Payment Transaction, or in the Main CA respectively.
  - If there is not sufficient Disposable Balance for whole amount of the Payment Transaction in any CA attached to the PC, the Payment Transaction is rejected.
  - If at the instant of accounting of the Payment Transaction there are insufficient Financial Means on CA, in which blockage of the Payment Transaction was carried out, this CA will be debited with the Payment Transaction, namely including the possible price of the Payment Transaction, even at the cost of creating an unauthorised debit balance.
14. In some cases the method of transmitting information on the Disposable Balance in the CA between the Bank's PC central information system and the PC authorization system will not enable the display of current changes for technical reasons. These changes may be processed in the PC authorization system only during the following Business Day.

15. Payment Transactions are accounted with a time delay (see Paragraph 2 of Chapter VI. of these Conditions). However, the Client bears responsibility for all Payment Transactions effected by PC issued to his/her CA, and is obliged to repay possible unauthorised debit balance on CA, or damages incurred by the Bank due to the use of PC regardless of the amount of the limit.
16. If the sum of an unauthorised debit balance on CA is not paid within 10 calendar days as of its emergence, the Bank is entitled to permanently limit PC validity issued to all CAs of the Client at the expense of the Client.
17. Should a PC be withheld by an Automated Teller Machine, the PC Holder is obliged to contact forthwith the Bank, the Bank will consequently restrict validity of PC withheld by an Automated Teller Machine. The PC Holder can ask appropriate bank or company, which services the Automated Teller Machine, for returning the PC, neither the bank nor the company are obliged to return withheld PC to the PC Holder.
18. In case of problems with PC functionality, with effecting Payment Transactions, or in case of other PC-related problems, the Client or PC Holder may contact Customer Service.

#### V. CANGES IN DATA

1. The Client is obliged to notify the Bank of all changes in the data concerning PC issued to his/her CA and the PC Holders, provided to the Bank in connection with the issuing of the above-mentioned PC (e.g. change in the identification data etc.), namely anytime during the course of the Agreement on PC. The Client is responsible for all damage incurred due to failure to fulfil this obligation.
2. A PC Holder is entitled to apply for changes in a PC that has already been issued, namely in writing at the Bank's Place of Business. Changes in the PC limit and the Additional Services are preconditioned by written consent of the Client. In the case of changing PC Holder's name, a new PC shall be issued with the original validity and new PC Holder's name .
3. Reported changes are valid on the next Business Day after handover of all duly signed forms to the Bank, unless the Bank and the Client agreed otherwise.

#### VI. ACCOUNTING OF PAYMENT TRANSACTIONS, STATEMENTS AND COMPLAINTS

1. The Client is informed of Payment Transactions effected by the PC in a statement of CA, from which the Payment Transaction was accounted. Payment Transactions are accounted individually with a marking that a Payment Transaction was effected by PC, by stating the PC modified number, date of effecting thereof, authorization code of Payment Transaction, specification, name of the acceptance facility, sum in the original currency, including the code of the original currency, sum in CA currency, sum in the Accounting Currency including the code of the Accounting Currency, the exchange rate used for conversion from the Accounting Currency to CA currency, locality and state of the Payment Transaction. The charge for cash withdrawal from an

Automated Teller Machine is accounted as an independent Payment Transaction by stating date of effecting the Payment Transaction, authorization code of Payment Transaction for which the charge is accounted, description, and the sum of the charge in CA currency, and the amount of charge in CZK in case of CA is maintained in foreign currency.

2. Payment Transactions effected by PC are accounted-for in accordance with the rules of the Card Associations with a time delay as of date of effecting a Payment Transaction. The Bank will account all Payment Transactions (deduct from the Client's CA) on the following Business Day after the day after which the Moment of Receipt of the Payment Order accrued, which is the receipt of the accounting report on effecting thereof from the Card Association, at the latest. Should the Moment of Receipt of the Payment Order occur at the time, which is not during the Bank's Business hours, it holds true that the Payment Order was accepted at the beginning of the following Business Day of the Bank.
3. When accounting for a Payment Transaction effected by a PC in a currency other than the Accounting Currency, the sum of the Payment Transaction is converted to EUR based on the current exchange rate of the Card Association, and the Bank will obtain the sum of the Payment Transaction already in EUR currency for accounting (hereinafter referred to as "the sum obtained"). The Bank will account the sum obtained from the CA in accordance with the rules specified in Paragraph 11. Chapter IV. If the currency of this CA is other than EUR, the Bank will convert the sum obtained to the currency of this CA based on the current exchange rate in accordance with the rules set out in GBC.
4. If a Payment Transaction is effected by a PC in the Accounting Currency, which differs from CA currency stated in Paragraph 12. Chapter IV., the Bank will convert the sum of the Payment Transaction to the currency of this CA based on the current exchange rate in accordance with the rules set out in GBC.
5. The PC Holder or the Client may obtain the history of the Bank's exchange rate list on the Internet website ([www.ppfbanka.cz](http://www.ppfbanka.cz)), or at the Bank's Place of Business.
6. Charges for Payment Transactions effected by means of a PC are accounted from the CA from which a Payment Transaction was accounted.
7. The Bank keeps, in terms of the Bank Act, internal records allowing retrospective search for Payment Transactions and the correction of possible errors. The Client and PC Holder are obliged to check Payment Transactions effected by PC regularly on an ongoing basis, apart from other factors due to the possibility of timely lodging of any complaint.
8. The PC Holder or the Client is obliged to notify the Bank of an unauthorized Payment Transaction without undue delay afterwards he/she get knowledge of it. The Bank is authorized to ask PC Holder or the Client for written announcement an unauthorized Payment Transaction during the complaint procedure, if it is necessary for settlement of a claim. Some rights of PC Holder and the Client related to claim of unauthorized or incorrectly performed Payment

Transaction ceases, if the PC Holder or the Client does not notify the Bank of an unauthorized or incorrectly performed Payment Transaction without undue delay afterwards he/she get knowledge of it, within 13 months as of date of deduction of Financial Means from the Client's CA, at the latest.

9. The Bank's responsibility for unauthorized and incorrectly effected Payment Transactions is governed by the relevant provisions of GBC.
10. Should the Bank ascertain when assessing an allegedly unauthorized Payment Transaction that the Payment Transaction was authorized, the complaint will be rejected.
11. The PC Holder or the Client may lay claim to (revoke) an authorized Payment Transaction within 8 weeks of the emergence thereof, at the latest, namely on condition that at the instant of authorization the exact sum was not set, or this sum exceeded the sum, which could be reasonably expected by the PC Holder (this concerns e.g. payments in car rental companies, hotels etc.). In other cases of authorized Payment Transactions (e.g. non-provision of cash by an Automated Teller Machine etc.), a complaint must be lodged without undue delay, however within 8 weeks as of date of deduction of Financial Means from the Client's CA, at the latest.
12. The Client or PC Holder is obliged to produce all documentation available, related to the disputed Payment Transaction (above all copies of receipts, document on revocation of the Payment Transaction, or copies of the statement of the CA with the claimed Payment Transaction marked therein). The Bank is entitled to call upon a PC Holder or the Client to provide other documentation related to a claimed Payment Transaction. If the documentation is not duly delivered to the Bank by the agreed deadline, the Bank is entitled to cease complaint proceedings or to refuse the claim.
13. When claiming a disputed Payment Transaction with a suspicion of the misuse of PC, PC Holder is obliged at all times to hand in the PC to which the disputed Payment Transaction is related, to the Bank. This does not apply to duly reported loss or theft of the relevant PC.
14. When accounting Payment Transactions are effected by a PC abroad, it is not allowed to claim sums emerging due to the exchange rate difference between the date of effecting a Payment Transaction and the date of its accounting. In case of a Payment Transaction effected by means of PC abroad, the exchange-rate difference may also occur due to conversion of the Payment Transaction to the Accounting Currency, and subsequently to CA currency. If a credit Payment Transaction is effected in addition to a debit Payment Transaction that has already been effected, this is carried out by a business point, which is processed by a banking institution other than the Bank. The Bank does not bear responsibility for possible difference in the amount of the converted sums, occurring as a result of a time interval between the presentation of the debit and credit Payment Transaction.
15. The Bank's Complaint Rules will be applied to complaints concerning Payment Transactions using a

PC, unless these Conditions and the regulations of the relevant Card Associations on complaints stipulate otherwise.

16. The Bank will inform the Client or PC Holder in writing of the result of complaint without undue delay after the termination of complaint proceedings, within 30 days upon the receipt of complaint at the longest. If with regard to the complexity of a case it is impossible to deal with complaint within this term, the Bank will inform the Client or PC Holder within this term of the status of dealing with complaint.
17. The Bank will cancel the claimed item and credit the relevant Financial Means back to the CA, or take any other suitable measure, if a complaint is found legitimate. Otherwise the complaint will be rejected thereby.
18. Late accounting of PC Payment Transaction is not a reason for complaint.

#### VII. LOSS/THEFT/MISUSE OF PC

1. The Client, PC Holder or eventually the third person (hereinafter referred to as "the notifying person") is obliged to notify the Bank of loss, theft or misuse of PC, without undue delay afterwards he/she get knowledge or could get knowledge of it. If the misuse of a PC is reported, the PC Holder is obliged to hand in PC to the Bank forthwith. The notifying person carries on notification:
  - In Customer Service during the Bank's Business hours,
  - In the Call Centre outside of the Bank's Business hours.Customer Service and the Call Centre contact data were provided to PC Holder when handing over PC.
2. The notifying person informs the Bank of all the circumstances of loss or theft of PC, and if PC number is unknown thereto, he/she states other data, based on which PC Holder and PC can be identified (e.g. CA number, personal number etc.).
3. Within the same telephone call, the Call Centre will inform the reporting person of the identification code as a confirmation of reporting loss or theft of the PC on the telephone.
4. The Client, and PC Holder, agree that their telephone calls to the Bank or to the Provider in Customer Support or the Call Centre should be recorded by the Bank or the Provider, stored and used as evidence in case of any dispute..
5. The Client and PC Holder undertake to cooperate with the Bank effectively when implementing remedial measures proposed by the Bank. Late notification may result in the cessation of the entitlement of the Client or PC Holder to reimbursement for damage, or of the entitlements arising from an unauthorized or incorrectly effected Payment Transaction in accordance with GBC.
6. The Client and/or PC Holder is entitled to apply to the Bank for written confirmation of reporting loss/theft/misuse of PC to the Bank, however, he/she must do so within 18 months upon the reporting thereof in accordance with Paragraph 1 of this Chapter of the Conditions, at the maximum.

7. The validity of each PC reported lost, stolen or misused is permanently cancelled for security reasons. The Bank does not bear responsibility for possible damage incurred by the Client or PC Holder as a result of the permanent cancellation of PC validity.
8. Should the PC Holder, or the Client get PC back after it was reported lost or stolen, the PC must not be further used.
9. The Agreement on PC shall cease by expiry of ten Business Days of reporting the loss/theft/misuse of PC to the Bank, unless, within the aforementioned period, the Client requests in writing for a new PC with the parameters of the original PC.

#### VIII. LIMITATION OF PC VALIDITY

**for other reasons than theft, loss or misuse of PC and PIN disclosure**

1. The limitation of the PC validity is applicable to all Payment Transactions.
2. The limitation of PC validity cannot be revoked, and PC cannot be further renewed.
3. The PC Holder or the Client may apply to the Bank for the limitation of PC validity, namely personally in Bank's Place of Business on the form set for this purposes only. The Client may apply for the limitation of the validity of all PCs, which were issued to his/her CA. A PC Holder may apply for the limitation of the validity of the PC thereto to which he/she has the right of disposal.
4. The Bank is entitled to cancel the right to use a PC, or limit the validity thereof, or refuse to effect Payment Transactions by means of a PC, namely without prior notice, above all in case of any violation of the valid Conditions and/or GBC committed by the Client and/or PC Holder, if the Client is subject to insolvency proceedings, or distraint procedures resulting from injunctive settlement of debt from the current account balance in excess of Available Balance on CA, where there is no hope of improving the balance of payments. The Bank will inform the Client of such measures without undue delay.
5. The Bank is entitled, on its own initiative, to limit PC validity for the reasons of PC safety, above all in case of any suspicion of the unauthorized or fraudulent use thereof (should the Bank obtain information about a possible threat to PC from the Card Association, or from another bank, or from another trustworthy source). The Bank will inform the PC Holder by telephone of this limitation of PC validity and of the reason for the limitation prior to the limitation of PC validity or, if impossible, immediately afterwards. This obligation does not apply, if the provision of this information might frustrate the purpose of the limitation of PC validity, or if it were at variance with legal regulations. The Bank will inform PC holder by telephone, e-mail or at the address stated in the Agreement on PC.
6. When using PC with limited validity, the PC may be withheld by Trader or in ATM.
7. The Bank does not bear responsibility for possible damage, which will be incurred by the Client and/or

PC Holder due to the limitation of PC validity, or due to the cessation of the right to use PC.

8. The Bank assumes responsibility for damage inflicted by the possible misuse of PC, whose validity was limited on application of the Client or PC Holder according to Paragraph 14. of this Chapter, on the following Business Day as of date of the submission of the application for the limitation of PC validity, if this application was delivered to the Bank by 4:00 p.m. on a Business Day. Upon delivery of the application for the limitation of PC after 4:00 p.m. on a Business Day the Bank assumes responsibility on the second Business Day following the day thereon the application for the limitation of PC validity was received thereby.

#### IX. EMERGENCY AID – ABROAD

1. Should PC validity be limited for the reason of loss, theft or misuse (i.e. in accordance with Chapter VII.), or should the PC validity be limited at the instance of the Bank for the security reasons (i.e. according to Paragraph 5. Chapter VIII.), PC Holder is abroad at the moment of the limitation of PC validity and has found himself/herself in an emergency situation due to the limitation of PC validity, a PC Holder may apply for payment of emergency cash to cover necessary expenditure. The application for payment of emergency cash will be made by PC Holder by telephone at the Bank. The Bank will decide on the provision of emergency cash individually on the basis of an assessment of the circumstances of the case, the present locality of the PC Holder, the possibility of delivering emergency cash in a secure manner to the place of the PC Holder's stay, and the possibility for the PC Holder to prove his/her identity in an indisputable manner when obtaining emergency cash.
2. Should the Bank decide to provide emergency cash, the amount of this emergency cash provided thereby may amount to the current Available Balance in CA, to which PC was issued, at the maximum, namely after deducting the Bank's expenses connected with the provision of emergency cash; however up to CZK 50,000 at the most.

#### X. ADDITIONAL SERVICES TO PC

1. Additional Services either constitute an integral part of the benefits connected with the use of certain types of PC (obligatory Additional Services), or the Client could negotiate them for the PC separately (facultative Additional Services).
2. In the case of obligatory Additional Services, the PC Holders automatically become authorized persons, to whom these services will be provided. A PC Holder becomes entitled to the provision of an obligatory Additional Service by concluding a Agreement on PC. Neither change nor cancelation of obligatory Additional Services by the Client is possible.
3. In the case of facultative Additional Services, PC Holders become authorized persons which will be provided with these Additional Services only if the Client negotiates provision of facultative Additional Service in the Agreement on PC, or he/she asks for it additionally, either in person at the Bank's Place of Business using the appropriate form. The Client is entitled to change or cancel the facultative Additional

Service at any time during validity of PC, in person at the Bank's Place of Business using the appropriate form (see also Chapter V., Paragraph 2.).

4. The Bank is entitled at any time to change, suspend, provide subject to delay, or cancel any or all Additional Services provided in connection with PC, particularly if such action is caused by circumstances of the technical or technological nature. The Bank is also authorized to establish new Additional Service to PC at any time, either a facultative Additional Service or an obligatory Additional Service.
5. Should Insurance against the misuse of a PC, loss of documents or keys, or theft, or the misuse of a mobile phone be arranged to a PC (hereinafter referred to "PC Insurance"), in this case:
  - The Insurer is Česká pojišťovna ZDRAVÍ a. s., Litevská 1174/8, 100 05 Prague 10, Czech Republic, Registration No. 49240749 (hereinafter referred to as "ČPZ").
  - PC Insurance is governed by the Special Insurance Conditions for comprehensive insurance of expenses incurred due to the misuse of the payment card, loss of documents or keys, or theft, or the misuse of a mobile phone, Ref. No.: 02/2010 (hereinafter referred to as "SIC-IE-PC"). The Client and PC Holder declare that they have familiarized themselves with the contents of Insurance Contract No. 19100859/2010, concluded by and between the Bank and ČPZ as the insurer in terms of the provisions of Section 10 of the Act No. 37/2004 Coll., on insurance contract, in the valid wording thereof, and with SIC-IE-PC, which constitute an integral part of the insurance contract, and consent to the provision of their personal data to be processed by ČPZ in accordance with the provision of Section 6 of the Act No. 101/2000 Coll., on personal data protection, in the valid wording thereof.
  - The inception of PC Insurance starts at 00:00 a.m. of the day following the day thereon PC was activated, and if PC Insurance is arranged additionally after the day of PC activation, the inception of PC Insurance starts at 00:00 a.m. of the day following the day thereon PC Insurance was arranged.
6. Should Travel Insurance be arranged to a PC, in this case:
  - The insurer is Česká pojišťovna a. s. with the registered office located in Spálená 75/16, 113 04 Prague 1, Czech Republic, Registration No.: 452 729 56 (hereinafter referred to as "ČPZ").
  - Travel Insurance is governed by the General Insurance Conditions for Travel Insurance GICTI 07 (hereinafter referred to as "GICTI 07"), and by the Contractual Arrangement for Insurance Quality and for Insurance TOP (hereinafter referred to as "the Contractual Arrangement"). The Client and PC Holder declare that they have taken over the relevant GICTI 07 and the Contractual Arrangement prior to arranging travel insurance, and that they consent to the provision of their personal data to be processed by ČP in accordance with the provision of Section 6 of the Act No. 101/2000 Coll., on personal data protection, in the valid wording thereof.



- When taking over a PC, the PC Holder will obtain an Information Card for Travel Insurance, and Instructions for the Insured in Case of Insured Event.
- Insurance starts as of date of PC activation, and is arranged for the whole term of PC validity. Should Travel Insurance be arranged additionally after the date of PC activation, the inception of Travel Insurance starts at 00:00 a.m. of the day following the day thereon Travel Insurance was arranged.
- In this Case the Insurance Contract means the Contract for a PC. The term of the validity of the Insurance Contract is identical to the term of insurance defined in the previous paragraph.
- The Insurer and the Policyholder (the Client) are entitled to withdraw from the Insurance Contract under the conditions set out in GICTI 0707.
- Withdrawal from the Insurance Contract is settled with the Client by the Bank.

#### **XI. CESSATION AND CANCELLATION OF THE RIGHT TO USE A PC**

1. The right to use PC may cease to exist above all by agreement of the Client and the Bank, by notice of termination of the contractual relationship on the part of the Client or the Bank, unless PC is renewed automatically, due to loss/theft/misuse of PC, limitation of PC validity, the cessation of the legal entity, to whose CA PC was issued, due to the death of the individual, to whose CA PC was issued, due to the death of PC Holder, by destruction or the return

of the valid PC to the Bank, unless a new PC is issued.

2. The Client may anytime cancel the right of PC Holder to use PC, namely in a written form according to Chapter VIII., or by returning the relevant PC. The cancellation of PC Holder's right to dispose of PC does not relieve the Client of his/her responsibility for Payment Transactions effected by means of this PC up to the time of the cancellation of the right to use PC.
3. The Agreement on PC shall also terminate on the date of termination of the Agreement on the Client's last CA linked to the PC.
4. The Bank will permanently limit PC validity by the day of the expiry of the Agreement on PC and, in case of notice of termination or withdrawal from the Agreement on PC on the Bank, by the instant of sending of the notice of termination or notification of withdrawal from the Agreement on PC . Should the Client or PC Holder fail to return the Card to the Bank concurrently with the submission of notice of termination, the Bank will permanently limit PC validity at the expense of the Client.

#### **FINAL PROVISION**

1. These Conditions will become valid on May 1, 2011 and effective on July 1, 2011, on which date the existing "Business Conditions for Payment Cards of PPF banka a. s.", coming into effect on September 1, 2010, shall expire.