

#### 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 applied to business relationships between the Bank and its Clients when issuing and subsequently using Cards linked to CAs.
- 2. Capitalized terms or phrases have the meaning defined in the article "Definition of Terms" of the General Business Conditions of PPF banka a. s." (hereinafter referred to as the "GBC") and/or in the article "Definition of Terms" of these Conditions, or the meaning specified in the individual provisions of these Conditions. The defined terms and phrases maintain meaning in both singular and plural.
- 3. These Conditions are issued on the basis of, and in accordance with Section 273 of the Commercial Code, the Payments Act, the Banking Act, and any other related legislation, and in accordance with the conditions of the respective Card Associations.
- 4. These Conditions are the Specific Business Conditions (hereinafter referred to as the "SBC") issued in accordance with, and further to the GBC. Relationships between the Bank and the Client not regulated by these Conditions are governed by the GBC.
- 5. These Conditions constitute an integral part of the Agreement on Card, concluded by and between the Client and the Bank. Should the Agreement on Card contain provisions that vary from these Conditions, the provisions of the Agreement on Card take precedence. Should these Conditions contain provisions that vary from the GBC, they take precedence over the provisions of the GBC.

## **DEFINITION OF TERMS**

- Air Bank Air Bank a. s. registered office at Hráského 2231/25, 148 00 Prague 11 – Chodov, Reg. No. 29045371, registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, File 16013.
- 2. ATM (Automated Teller Machine) self-service electronic device providing cash withdrawals from a CA by means of a Card, or other applications operated by the Bank via the Card (e.g. information on the balance for the use of the Card).
- 3. CA current account of the Client kept by the Bank in CZK, EUR, GBP, and USD, and on which a Card may be issued. Should a Card be associated with 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 Associated CA.
- 4. Call Centre Supplier which operates a Card Cancellation Hotline outside the Bank's Business hours.

- 5. Cash Advance cash withdrawal at selected bank counters or exchange offices using a Card. An Imprinter or a POS may be used for the Cash Advance service.
- 6. CVC2/CVC code (Card Verification Code) security code, a group of three digits pre-printed on, or next to the signature panel of the Card on the rear side of the Card.
- 7. Available Balance the current balance of Monetary Funds on the CA, increased by the provided permitted overdraft amount (permitted debit balance) on the CA, if applicable, and/or reduced by the amount blocked on the CA, if applicable.
- 8. Supplier third party that is the processor, or that ensures the services constituting the integral or optional part of a Card, or that ensures the activities connected with the issuing and use of Cards for the Bank under a contract.
- 9. AS (Additional Service) service that may be arranged for a Card or that is automatically provided for the Card and is included within the price of the Card.
- 10. Card Holder Authorized Party to whom a Card is issued under the Agreement on Card and whose name is stated on the Card. The Card Holder can be the Client or a person authorized by the Client to dispose of the means on the CA by means of a Card.
- 11. E-commerce Transaction cashless Payment Transaction made over the Internet without the physical presence of the Card and/or the Card Holder.
- 12. Electronic Card Card intended for payments in shops equipped with a POS and for withdrawals from ATMs (on-line transactions).
- 13. Embossed Card Card enabling payments in shops equipped with a POS or an Imprinter, withdrawals from ATMs, and Cash Advances. The characters shown on an Embossed Card (basic identification data) protrude from the surface of the Card, and enable making an imprint thereof in Imprinters on a Payment Order document.
- 14. Main CA CA on which a Card is issued and which will be debited with:
  - Payment Transactions effected by means of a Card, and the prices related thereto,
  - Fees for the issuing and keeping of the Card, prices for the provision of AS, and other prices according to the Bank's Price List.
- 15. Imprinter mechanical sensor of embossed characters intended for making an imprint of an Embossed Card and of the Merchant's identification tag on the sale document when effecting cashless non-electronic payment (off-line transactions), or in case of Cash Advances.
- 16. Card Association association of Card issuers which provide the Bank with a licence for the issuing and use of Cards (e.g. VISA, MasterCard).

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- 17. Card Limit maximum amount of Payment Transactions made via the Card during one calendar week (Monday 12:01 am to Sunday 12:00 a.m.). It consists of:
  - ATM Limit, which is the maximum amount for cash withdrawals from an ATM,
  - POS Limit, which is the maximum amount for cashless Payment Transactions made at Merchants' (for POS and Imprinter and through E-commerce transactions) and in the form of Cash Advance, and
  - Total Weekly Limit, which is the maximum aggregate amount for all Payment Transactions made via the Card.

Each of these Card Limits can be set differently, the Total Weekly Limit, however, should be at least at the ATM Limit or POS Limit, whichever is set at a higher amount.

- 18. Card Cancellation Hotline telephone line intended for reporting loss, theft or misuse of a Card.
- 19. MO/TO (Mail Order/Telephone Order) Transaction cashless Payment Transaction without the physical presence of the Card and/or the Card Holder (e.g. physical post or telephone Payment Transactions).
- 20. Merchant point of sale which offers merchandise or provides services and which accepts Cards as a Payment Instrument for the purchased merchandise or provided service.
- 21. PIN (Personal Identification Number) automatically generated personalized security code, personal secret security number disclosed only to the Card Holder and intended to authorize Payment Transactions made using the Card.
- 22. Card (debit payment card) electronic Payment Instrument, issued and linked to the Client's CA in accordance with the rules of the relevant Card Association under the Agreement on Card, whereby the Client gives a Payment Order from the CA to which the Card is issued.
- 23. POS (Point of Sale Terminal) an electronic device reading data on the magnetic strip or chip on the Card and ensuring Card validity verification, financial coverage of a Payment Transaction, which stores data on a Payment Transaction in electronic form and transmits information necessary to process the payment (on-line, semi on-line).
- 24. Signature Panel space on the rear of a Card intended for recording the Card Holder's signature.
- 25. Associated CA second CA which may be associated with a Card together with the Main CA and which will be debited only with Payment Transactions made using the Card, as well as the prices, fees and remunerations connected with these Payment Transactions.
- 26. Agreement on Card Agreement on Payment Card concluded by and between the Client and the Bank.
- 27. Customer Service telephone line or e-mail account intended for communication by the Client and the Card Holder with the Bank. The telephone line is available each Business Day from 8:00 a.m. till 5:00 p.m., and the e-mail account is always available.

28. Settlement Currency - the currency in which Payment Transactions effected by means of a Card are settled by the Bank. The Settlement Currencies are CZK, EUR, GBP, and USD.

#### **GENERAL PROVISIONS**

- 1. The Bank issues a Card according to the current offer for a CA subject to the rules of the respective Card Association and the Agreement on Card made by and between the Client and the Bank.
- The Client does not have a legal right to be issued a 2. Card. The Bank reserves the right to refuse to conclude an Agreement on Card with the Client. The Bank is not required to communicate the reasons for the refusal.
- 3. Cards are issued in the name of the Card Holder on principle, and are non-transferable. Cards are owned by the Bank, and only the right to use them passes to the Card Holder.
- After the expiry of the right to use a Card, the Card 4 Holder is obliged to return the Card to the Bank without undue delay.
- A Card is provided with a number, the Card Holder's 5. name, and a Card linked to a CA of legal entities may also bear a company name or the name of the Client, along with the expiration date of the Card, 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 Card, to make changes in the method of recording data on a Card, so that it complies with the standards of the respective Card Association and also corresponds to the conditions for a given card product.
- Neither the Client nor the Card Holder are entitled to make any changes or adjustments to the Card after taking possession of the Card and throughout its period of validity, nor are they entitled to make copies thereof.
- To communicate with the Bank in connection with the 7 Card, the Client or Card Holder use the Bank's Place of Business, the Customer Service line or the Card Cancellation Hotline in case of notifying loss, theft or misuse of Card.
- 8. The current list of offered Cards, possible combinations of currencies of CAs associated with one Card, conditions for the conclusion of an Agreement on Card for the individual types of Cards and the related AS are made public by the Bank in the Bank's Places of Business.
- The Bank is entitled to issue to the Card holder 9. another type of Card as a result of a certain type of Card being discontinued, of extending the functionality of the Card or switching to another type of Card. In these cases the Bank will proceed similarly to the Card renewal.
- 10. The Client and Card Holder are obliged to familiarize themselves with the Agreement on Card, the Conditions and the GBC, and undertake to abide by them. The Client bears full responsibility, and is committed to paying for all Payment Transactions and possible damage caused to the Bank by the incorrect use of a Card and failure to abide by the Agreement

on Card, the Conditions and the GBC by the Client and Card Holders, to whom Cards were issued under the Agreement on Card.

- 11. If the Card Holder is not the Client, he/she is obliged, prior to concluding an Agreement on Card, to grant the Bank independent consent to personal data processing in accordance with the GBC. Should a Card Holder fail to grant the Bank such independent consent, the Agreement on Card will not be concluded with the Client the owner of the CA and a Card will not be issued by the Bank.
- 12. The Client and Card Holder also consent to disclosing of Personal Data to the Suppliers, in particular in accordance with the provisions of the Banking Act and the Act on Personal Data Protection. In other respects, personal data processing, which is not stipulated by these Conditions, is governed by the GBC, or by other documents agreed between the Bank and the Client or Card Holder.
- 13. The Client and Card Holder consent that the Bank shall:
  - Inform other banks in the CR of a major violation of the GBC and/or the Conditions, should such be committed by the Client and/or Card Holder; what constitutes a major violation of the Conditions is to be decided by the Bank;
  - Provide the Card Association with information concerning the issued Card (e.g. Card number, Card validity).
- 14. The Bank debits the CA on which the Card is issued with all Payment Transactions effected using the Card, with charges for keeping the Card, AS to the Card and other operations at the amount pursuant to the Bank's Price List valid on the date of debiting of a charge, regardless of whether the sum of the transfer is covered by free Monetary Funds on the CA.

## I. ISSUING OF A CARD

- 1. The Client may apply for the issuing of a Card for any person if the Client authorizes this person to dispose of the Monetary Funds on the CA by using a Card.
- 2. In the Agreement on Card, the Client shall 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 Card may be issued on one CA, or on two CAs. Should a Card be issued on one CA, this CA is considered the Main CA. Should a Card be issued on two CAs, in the Agreement on Card the Client determines the Main CA and the Associated CA.
- 4. On making a new Card under the Agreement on Card, the Bank invites the Card Holder to collect it, or the Card is sent to the Card Holder via nonregistered mail to the address stated in the Agreement on Card.
- 5. A Card is valid until the date stated thereon, i.e. until the last day of the month stated thereon; the Card Holder may use the Card until this date, so long as the Card is not cancelled. The Bank will issue a renewed Card to a Card Holder automatically by the original Card's expiration date, at the latest,

unless the Bank decides not to extend the Card validity. The Card Holder collects the automatically renewed Card at the Bank no later than at the expiration date of the original Card, or the Card is sent by the Bank to the Card Holder via nonregistered mail to the address stated in the Agreement on Card. Should the Card Holder wish to refuse the automatic issuing of a new Card and the related AS, he/she must notify the Bank of this fact in writing within six calendar weeks prior to the beginning of the month in which the validity of the original Card expires, at the latest. A Card Holder may also apply for a premature renewal of the Card.

6. A Card will not be issued to the Card Holder if the CA on which the Card is issued shows an unauthorised debit balance, if the Client is subject to insolvency proceedings, or if an enforcement order has been made for the attachment of debt from the CA balance in excess of the Available Balance on the CA, providing that an improvement in the balance of payments cannot be expected.

#### II. PIN

- 1. An envelope with a PIN is passed on by the Bank together with a new Card exclusively for the attention of the Card Holder, or an envelope with a PIN is sent to the Card Holder by registered mail delivered to the addresse in person to the address stated in the Agreement on Card, separately from the Card. The Card Holder confirms the acceptance of the envelope with the PIN for the Bank in writing when taking over the Card. The Card Holder is entitled to reject the Card and not to accept the envelope with the Card, if the envelope with the PIN is damaged when being handed over.
- 2. A PIN is not usually issued for an automatically renewed Card.
- 3. A PIN is not communicated to any person other than the Card Holder, who is obliged to prevent disclosure thereof. It is forbidden to record a PIN in an easily identifiable form on the Card or another object which the Card Holder keeps or carries together with the Card, and/or to communicate it to other persons, including family members. A Card Holder is also obliged to prevent PIN disclosure when entering it on the keyboard of an ATM or POS to check Card 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 to another person, and the Client is obliged to pay the sums of all Payment Transactions for which the PIN was used, as well as indemnify the Bank for all damages that might be incurred by the Bank due to disclosure thereof, until the Bank receives a report on loss, theft or misuse of the Card in accordance with Article VII of these Conditions.
- 4. Should a Card Holder forget the PIN, upon his/her request submitted to the Bank it is possible to repeat the issue the original valid PIN. An envelope with the PIN is passed on by the Bank exclusively for the attention of the Card Holder, or an envelope with the PIN is sent to the Card Holder by registered mail delivered to the addressee in person to the address stated in the Agreement on Card.

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- 5. The Card Holder is entitled to change the PIN at the ATM of Air Bank or any other Provider that offers such ATM services for Cards issued by other banks at any time during the Card's period of validity with the following exceptions. The Card Holder may not perform a change of the PIN:
  - six weeks before the end of Card validity, and
  - in the period between applying for a Card replacement (Card premature renewal or a duplicate of the Card) and passing the new Card to the Card Holder -the PIN can only be changed after the handover a new Card.

A new PIN is effective immediately after it is implemented.

6. Should an incorrect PIN be entered more than three times during a Payment Transaction carried out using a Card, the Card's validity is automatically suspended temporarily for security reasons (suspicion of misuse of the Card). The full functionality of the Card is renewed automatically as a rule on the first day whereon the Card Holder becomes entitled to draw on a new Card Limit. However, a PIN cannot be unblocked if upon the renewal of the Card Limit the Card does not have a direct (on-line) connection with the Bank's systems (i.e. it is impossible to make off-line Payment Transactions).

# **III. TAKEOVER OF CARD**

- 1. When taking over a Cardat the Bank in person, the Card Holder is obliged to sign the Card in the Signature Panel in the presence of the Bank's employee and to confirm in writing the acceptance of the Card and the PIN for the Bank.
- 2. If the Card and the PIN are sent to the Card Holder via mail, the Card holder is obliged to check the integrity of the envelopes containing the Card and the PIN. If the mail appears damaged, the Card Holder shall notify the Bank immediately. If the mail is not delivered within 30 days of signing the Agreement on Card, or the expiration date of the Card stated on the Card (in the case of Card renewal), the Card Holder is obligated to immediately notify the Bank. In the case of envelope damage or failure of its delivery within 30 days of signing the Agreement on Card, or the Card renewal, the Bank will have a new Card and PIN issued and sent to the Card Holder. The Card Holder is obliged to sign the received Card in the Signature Panel before it is first used.
- 3. By taking over the Card, the Card Holder becomes entitled to use the Card for the whole period of the validity thereof, unless the Card is cancelled prematurely.
- 4. Upon acceptance of a renewed Card, the Card Holder is obliged to ensure that the original Card not be used. Should he/she fail to return the original Card to the Bank when taking over a new Card, he/she is obliged to ensure the destruction of the original Card himself/herself by cutting the magnetic strip and chip, thus preventing possible misuse thereof.
- 5. Should the Card Holder fail to take over a new Card within 60 calendar days when called upon to take it over in person, or, in case of the automatic issuance, as of date of the expiry of the validity of the original Card, or if the mail with the new Card or automatically renewed Card or the mail with the PIN

is returned to the Bank as undelivered, the Bank will deactivate the Card and will discard the envelope with the PIN.

- 6. The fee for keeping a Card and the related AS is charged regardless of whether the Card Holder takes over a new or automatically renewed Card, until the expiry of the period for taking over the new or automatically renewed Card stated in Subsection No. 4 of this Article or until the return of the undelivered mail containing the new or automatically renewed Card.
- 7. The Card Holder is obliged to:
  - Keep the Card separately from other bank documents in a secure place, i.e. in a place, not freely accessible to third parties and secured from unauthorized interference of third parties;
    - Check possession of Card regularly on a daily basis, and take such individual security measures so as to prevent the misuse, loss or theft of the Card;
    - Check after each use of the Card that he/she still possesses the Card;
  - Protect the Card from mechanical and heat 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 the Card.
- 8. Any violation of the obligations defined in Subsection 3 of Article II and in Subsection 4 of Article IV, committed by a Card Holder regardless of 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 any possible Payment Transactions not authorized by the Card Holder, loss, theft, or misuse of the Card, until the instant the Card Holder reports such to the Bank.

## **IV. CARD USAGE**

- 1. Depending on the type of Card, it can be used for Payment Transactions in the network of ATMs, in POSs, Imprinters, for Cash Advances, for cashless payment at Merchant outlets, for E-commerce or for MO/TO Transactions.
- 2. Places where the Card 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 (mainly MO/TO and Ecommerce Transactions), depending on the type of Card.
- 4. The Card Holder must not provide data on the Card via unsecured communication channels except for reporting to the Bank misuse, loss or theft of the Card. If in doubt, or if the Card Holder has any reasons to suspect the misuse of the Card or POS, or ATM (e.g. unusual delivery of cash, stuck money, installation of a skimming – scanning device in an ATM, etc.), or if there are some suspicious persons near the ATM, trying to interfere in the Payment Transaction being made, etc., the Card Holder is obliged to inform the Bank forthwith of the same.
- 5. A Card must not be used for Payment Transactions which would be at variance with the laws of the

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PPF banka a.s., Praha 6, Evropská 2690/17, Postal Code 160 41 Czech Republic, Company ID No. 47116129, VAT No. CZ47116129 The company is recorded in the Commercial Register at the Municipal Court in Prague, Section B, File 1834 Tel.: (+420) 224 175 888, Fax: (+420) 224 175 980 Czech Republic, or laws in the place where a Payment Transaction is made.

- The Bank, the Client and/or the Card Holder agree 6. upon the methods specified below as the only possible methods of a Card Holder's (Payer's) consent to making a Payment Transaction, or authorization thereof, i.e.:
  - entering PIN in case of Payment Transaction by means of an ATM;
  - entering PIN, or the Card Holder's own signature in accordance with the signature on the Card, or a combination of both methods depending on the type of Card in the case of Cash Advance and cashless Payment Transactions at the Merchants';
  - entering the Card number, entering Card validity and CVC2/CVC code in the case of MO/TO and E-commerce Transactions.

The Card Holder is obliged to perform all transactions with the Card in which the PIN is entered alone, i.e. without the assistance of third parties.

- Revocation of a Payment Transaction that has been 7. authorized by the Card Holder may be requested only immediately after the Payment Transaction is made with a Merchant. A Payment Transaction that has already been processed may not be revoked. In justifiable cases (e.g. for the reasons of non-provision of a service, or non-delivery of merchandise), the Card Holder may lodge a complaint at the Bank.
- In case of request for a statement of Available 8. Balance for the CA for which the Card was issued, the Available Balance is displayed according to the following rules:
  - If the Card is linked to one CA only, the current Available Balance in this CA will be displayed.
  - If the Card is linked to two CAs, the current Available Balance in whichever CA has higher Available Balance at the moment of the request will be displayed.

Information on the Available Balance is only informative and may not always provide current information on the balance of Monetary Funds in the CA.

- 9. When using a Card to pay a Merchant, the Merchant is entitled to verify the Payment Transaction and accept it only if they obtain approval from the Bank or from a third party authorized thereby. In order to protect the Card Holder, the Merchant is entitled to demand that the Card Holder prove his/her identity. Based on the result of the verification, the Merchant's employee is also entitled to withhold a Card.
- 10. The Bank is not responsible for the Merchant or a branch of another bank rejecting Payment Transactions, setting a minimum limit for Payment Transactions using Cards, not providing services or not accepting a Card for effecting a Payment Transaction, nor is the Bank responsible for possible damage incurred by the Card 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 a large sum of cash from an ATM, it is possible that the ATM 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 the operator of an ATM. The Bank cannot influence these settings.
- 12. When effecting a Payment Transaction, the sum of the Payment Transaction is validated as against the current amount of the Available Balance in the CA (hereinafter referred to as "authorization") in accordance with the following rules:
  - First the sum of a Payment Transaction is authorized as against the CA kept in the currency in which the Payment Transaction is being made, regardless of whether it is the Main CA or the Associated CA. If the Available Balance in the CA in the currency of a Payment Transaction is insufficient for the whole amount of the Payment Transaction, authorization of the Payment Transaction will be carried out in the other CA associated with the Card.
  - If a CA in the currency of the Payment Transaction is not associated with the Card, authorization is first carried out as against the Main CA. If the Available Balance in the Main CA is insufficient for the whole amount of the Payment Transaction, authorization of the Payment Transaction will be carried out in the Associated CA.
  - If there is a sufficient Available Balance for the whole amount of the Payment Transaction in any CA associated with the Card, the Payment Transaction is authorized from this CA, and blocking of the sum of the Payment Transaction will be carried out in this CA. The Payment Transaction will be charged to this CA, as well, regardless of whether the Client additionally proves Monetary Funds on the CA in the currency of the Payment Transaction, or in the Main CA.
  - If there is not a sufficient Available Balance for the whole amount of the Payment Transaction in any CA associated with the Card, the Payment Transaction is rejected.
  - If when the Payment Transaction is processed there are insufficient Monetary Funds on the CA on which the blocking of the Payment Transaction was carried out, this CA will be debited with the Payment Transaction, including the possible price of the Payment Transaction, even at the cost of creating an unauthorised debit balance.
- 13. A Card Holder is entitled to make Payment Transactions using the Card only up to the agreed Card Limit, not exceeding the amount of the Available Balance in the CA. The carrying out of unauthorized Payment Transactions using the Card (so-called off-line transactions made mainly by Imprinters) or non-standard authorizations (for example when the connection is dropped between the Bank's Card central information system and the Card) can lead to an overdraft over the Available Balance on the CA and/or overdraft over the agreed Card Limit for technical reasons. The Bank is not responsible for such overdraft.

- 14. Payment Transactions are settled with a time delay (see Subsection 2 of Article VI of these Conditions). However, the Client bears responsibility for all Payment Transactions made using the Card issued on his/her CA, and is obliged to repay any unauthorised debit balance on the CA, and/or damages incurred by the Bank due to the use of the Card regardless of the amount of the Card Limit.
- 15. If the sum of an unauthorised debit balance on the CA is not paid within ten calendar days as of its emergence, the Bank is entitled to permanently cancel the Card in respect of all CAs of the Client at the expense of the Client.
- 16. Should a Card be withheld by an ATM, the Card Holder is obliged to contact the Bank forthwith, and the Bank will consequently cancel the Card withheld by an ATM. The Card Holder can ask the appropriate bank or company that services the ATM to return the Card, but neither the bank nor the company are obliged to return a withheld Card to the Card Holder.
- 17. In case of problems with Card functionality, with effecting Payment Transactions, or in case of other Card-related problems, the Client or Card Holder may contact Customer Service.

## V. CHANGES IN DATA

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

# VI. PROCESSING OF PAYMENT TRANSACTIONS, STATEMENTS AND COMPLAINTS

The Client is informed of Payment Transactions made 1. using the Card in a statement of the CA to which the Payment Transaction was charged. Payment Transactions are charged individually with a marking that a Payment Transaction was effected by a Card, stating the Card's modified number, date of the transaction, authorization code of the Payment Transaction, specification, name of the acceptance facility, sum in the original currency, including the code of the original currency, sum in the CA currency, sum in the Settlement Currency including the code of the Settlement Currency, the exchange rate used for conversion from the Settlement Currency to the CA currency, place and country of the Payment Transaction. The charge for cash withdrawal

from an ATM is posted as a separate Payment Transaction, stating the date of the Payment Transaction, the authorization code of the Payment Transaction being charged, description, and the sum of the charge in the CA currency, and the amount charged in CZK in case the CA is maintained in foreign currency.

- Payment Transactions made using the Card are charged in accordance with the rules of the Card 2. Associations with a time delay as of the date of the Payment Transaction. The Bank will charge all Payment Transactions (deduct from the Client's CA) on the Business Day following the day after which the Moment of Receipt of the Payment Order occurred, which is the receipt of the settlement report on effecting the payment from the Card Association, at the latest. Should the Moment of Receipt of the Payment Order occur at a time outside the Bank's Business hours, the Payment Order shall be deemed received at the beginning of the following Business Day of the Bank.
- When processing a Payment Transaction made using 3. the Card in a currency other than the Settlement 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 receive the sum of the Payment Transaction already in EUR for processing (hereinafter referred to as "the sum received"). The Bank will charge the sum received to the CA in accordance with the rules specified in Subsection 12, Article IV. If the currency of the CA is other than EUR, the Bank will convert the sum received to the currency of the CA based on the current exchange rate in accordance with the rules set out in the GBC.
- 4. If a Payment Transaction is made using the Card in a Settlement Currency which differs from the CA currency stated in Subsection 12, Article IV, the Bank will convert the sum of the Payment Transaction to the currency of the CA based on the current exchange rate in accordance with the rules set out in the GBC.
- The Card Holder or the Client may view the history 5. of the Bank's exchange rate lists on the Internet website (www.ppfbanka.cz), or at the Bank's Place of Business.
- Charges for Payment Transactions made using a Card 6. are debited from the CA to which the Payment Transaction was charged.
- 7. The Bank keeps, IN compliance with the Banking Act, internal records allowing retrospective search for Payment Transactions and the correction of possible errors. The Client and the Card Holder are obliged to check Payment Transactions made using the Card on a regular basis, in order to be able to lodge any complaints in due time, among other reasons.
- The Card Holder or the Client is obliged to notify 8 the Bank of any unauthorized Payment Transaction without undue delay after he/she gains knowledge of it. The Bank is authorized to ask the Card Holder or the Client for written notification of an unauthorized Payment Transaction during the complaint procedure, if it is necessary for the settlement of a claim. Some rights of the Card Holder and the Client related to

claims of unauthorized or incorrectly performed Payment Transactions cease if the Card Holder or the Client does not notify the Bank of the unauthorized or incorrectly performed Payment Transaction without undue delay after he/she gained knowledge of it, but not later than within 13 months as of date of debiting the Monetary Funds from the Client's CA.

- 9. The Bank's responsibility for unauthorized and incorrectly effected Payment Transactions is governed by the relevant provisions of the 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 Card Holder or the Client may lay claim to (revoke) an authorized Payment Transaction within eight weeks thereof, at the latest, provided that at the instant of authorization the exact sum was not known, or this sum exceeded the sum which could be reasonably expected by the Card 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 ATM etc.), a complaint must be lodged without undue delay, but not later than eight weeks as of date of debiting the Monetary Funds from the Client's CA.
- 12. The Client or the Card Holder is obliged to produce all documentation available related to the disputed Payment Transaction (in particular copies of receipts, documents on revocation of the Payment Transaction, or copies of the statement of the CA stating the Payment Transaction being challenged). The Bank is entitled to request that the Card Holder or the Client provide other documents related to a Payment Transaction for which they lodged a claim. If the documents are not duly delivered to the Bank by the agreed deadline, the Bank is entitled to discontinue the complaint proceedings or to refuse the claim.
- 13. When claiming a disputed Payment Transaction with a suspicion of misuse of the Card, the Card Holder is obliged at all times to hand in to the Bank the Card to which the disputed Payment Transaction is related. This does not apply to duly reported loss or theft of the relevant Card.
- 14. Upon the posting of Payment Transactions made abroad using the Card, it is not allowed to claim sums resulting from exchange rate differences between the date of the Payment Transaction and the date of its charging. In case of a Payment Transaction made abroad using the Card abroad, the exchange-rate difference may also occur due to conversion of the Payment Transaction to the Settlement Currency, and subsequently to the CA currency. If a credit Payment Transaction is made in addition to a debit Payment Transaction that has already been effected, this is carried out by a banking institution other than the Bank. The Bank does not bear responsibility for possible differences in the amount of the converted sums, occurring as a result of a time interval between the presentation of the debit and credit Payment Transactions.
- 15. The Bank's Complaint Rules shall apply to complaints concerning Payment Transactions made using a Card, unless these Conditions and the regulations of the

relevant Card Associations on complaints stipulate otherwise.

- 16. The Bank will inform the Client or the Card Holder in writing of the result of the complaint without undue delay after the termination of complaint proceedings, but no later than within 30 days of the receipt of the complaint. If with regard to the complexity of the case it is impossible to deal with the complaint within this time period, the Bank will inform the Client or the Card Holder within this time period of the status of the complaint.
- 17. The Bank will cancel the claimed item and credit the relevant Monetary Funds back to the CA, or take any other suitable measure, if a complaint is found legitimate. Otherwise the complaint will be rejected.
- 18. Late charging of a Card Payment Transaction is not a reason for complaint.

## VII. LOSS/THEFT/MISUSE OF CARD

- 1. The Client, the Card Holder or the third person (hereinafter referred to as "the notifying person") is obliged to notify the Bank of loss, theft or misuse of a Card, without undue delay after he/she gains knowledge or could have gained knowledge thereof. If the misuse of a Card is reported, the Card Holder is obliged to hand in the Card to the Bank forthwith. The notifying person is to report loss, theft or misuse on the Card Cancellation Hotline stated on the PIN carrier.
- 2. The notifying person informs the Bank of all the circumstances of loss or theft of the Card, and if the Card number is unknown, he/she states other data, based on which the Card Holder and the Card 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 Card over the telephone.
- 4. The Client and the Card Holder agree that their telephone calls, to the Bank or to the Supplier, to Customer Support or on the Card Cancellation Hotline will be recorded by the Bank or the Supplier, stored and used as evidence in case of any dispute.
- 5. The Client and the Card 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 Card Holder to reimbursement for damage, or of the entitlements arising from an unauthorized or incorrectly effected Payment Transaction in accordance with the GBC.
- 6. The Client and/or the Card Holder is entitled to request from the Bank a written confirmation of reporting loss/theft/misuse of the Card to the Bank; however, he/she must do so within 18 months of the reporting thereof in accordance with Subsection 1 of this Article of the Conditions, at the maximum.
- 7. The validity of each Card 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 the Card Holder as a result of the permanent cancellation of the Card.

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- 8. Should the Card Holder or the Client get the Card back after it was reported lost or stolen, the Card must not be used further.
- 9. The Agreement on Card shall be terminated upon the expiry of ten Business Days after reporting the loss/theft/misuse of the Card to the Bank, unless, within the aforementioned period, the Client requests in writing a new Card with the parameters of the original Card.

## VIII. CARD CANCELLATION

# for reasons other than theft, loss or misuse of Card and PIN disclosure

- 1. Card cancellation applies to all Payment Transactions.
- 2. Card cancellation cannot be revoked, and the Card cannot be renewed.
- 3. The Card Holder or the Client may apply to the Bank for the Card cancellation, personally in the Bank's Place of Business on the form intended for this sole purpose. The Client may apply for the cancellation of all Cards issued on his/her CA. A Card Holder may apply for the cancellation of the Card in respect of which he/she has the right of disposal.
- 4. The Bank is entitled to revoke the right to use a Card, cancel a Card, or refuse to effect Payment Transactions by means of a Card, without prior notice, in particular in the case of any violation of the applicable Conditions and/or the GBC committed by the Client and/or the Card Holder, if the Client is subject to insolvency proceedings, or if an enforcement order has been issued attaching a debt from the CA in excess of the Available Balance on the CA, where there is no hope of improving the balance of payments. The Bank will inform the Client of such measures without undue delay.
- The Bank is entitled, on its own initiative, to cancel a 5 Card for safety reasons, in particular in case of any suspicion of unauthorized or fraudulent use thereof (should the Bank obtain information about a possible threat to the Card from the Card Association, or from another bank, or from another trustworthy source). The Bank will inform the Card Holder by telephone of this cancellation of the Card and of the reason for the cancellation prior to cancelling the Card or, if impossible, immediately afterwards. This obligation does not apply if the provision of this information might frustrate the purpose of the cancelling of the Card, or if it is at variance with legal regulations. The Bank will inform the Card holder by telephone, e-mail or at the address stated in the Agreement on Card.
- 6. When using a cancelled Card, the Card may be withheld by a Merchant or an ATM.
- 7. The Bank does not bear responsibility for possible damage that the Client and/or Card Holder might incur due to the cancellation of the Card, or due to the revocation of the right to use the Card.
- 8. The Bank assumes responsibility for damage caused by the possible misuse of a Card that has been cancelled upon request of the Client or the Card Holder according to Subsection 14 of this Article, as

of the Business Day following the date of the submission of the request to cancel the Card, if this request is delivered to the Bank by 4:00 p.m. on a Business Day. If the Card cancellation request is delivered after 4:00 p.m. on a Business Day the Bank assumes responsibility on the second Business Day following the day on which it receives the request to cancel the Card.

## IX. EMERGENCY ASSISTANCE – ABROAD

- 1. Should the Card be cancelled due to loss, theft or misuse (i.e. in accordance with Article VII), or should the Card be cancelled by the Bank for security reasons (i.e. according to Subsection 5 Article VIII), while the Card Holder is abroad and has found himself/herself in an emergency situation due to the cancellation of the Card, the Card Holder may request payment of emergency cash to cover necessary expenditures. The request for payment of emergency cash will be made by the Card Holder by telephone or 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 location of the Card Holder, the feasibility of delivering emergency cash in a secure manner to the place of the Card Holder's stay, and the ability of the Card Holder to prove his/her identity in an indisputable manner when receiving the emergency cash.
- 2. Should the Bank decide to provide emergency cash, the amount of this emergency cash provided by it may amount to the current Available Balance in the CA, to which the Card is associated, at the maximum, after deducting the Bank's expenses connected with the provision of emergency cash, although capped at a maximum of CZK 50,000 or equal value in another currency.
- 3. Payment of emergency cash is governed by the Business Conditions issued by Europ Assistance s.r.o. for providing services of a personal delivery of cash in cases of emergency.
- 4. The Client and the Card Holder consent to the provision to Europe Assistance s.r.o. of their personal data to the extent necessary to ensure payment of emergency cash in accordance with Section 6 of Act No. 101/2000, on Personal Data Protection, as amended.

## X. ADDITIONAL SERVICES ASSOCIATED WITH THE CARD

- 1. AS either constitute an integral part of the benefits connected with the use of certain types of Cards (obligatory AS), or the Client might request them for the Card separately (facultative AS).
- 2. In the case of obligatory AS, the Card Holders automatically become authorized persons to whom these services will be provided. A Card Holder becomes entitled to the provision of an obligatory AS by concluding an Agreement on Card. Neither change nor cancellation of obligatory AS by the Client is possible.
- 3. In the case of facultative AS, Card Holders become authorized persons who will be provided with these AS only if the Client requests the provision of

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facultative AS in the Agreement on Card, or if he/she asks for such at a later time, either in person at the Bank's Place of Business or by using the appropriate form. The Client is entitled to change or cancel the facultative AS at any time during the validity of the Card, in person at the Bank's Place of Business or by using the appropriate form (see also Article V, Subsection 2).

- The Bank is entitled at any time to change, suspend, 4. delay, or cancel any or all AS provided in connection with a Card, particularly if such action is caused by circumstances of a technical or process nature. The Bank is also authorized to introduce new AS for Cards at any time, either as facultative AS or obligatory AS.
- Should Insurance against the misuse of a Card, loss 5. of documents or keys, or theft, or the misuse of a mobile phone be arranged in respect of a Card (hereinafter referred to "Card Insurance"):
  - The Insurer is Česká pojišťovna ZDRAVÍ a. s., Litevská 1174/8, 100 05 Prague 10, Czech Republic, Reg. No. 49240749 (hereinafter referred to as "ČPZ").
  - Card Insurance is governed by the Special Insurance Conditions for comprehensive insurance of expenses incurred due to the misuse of a payment card, loss of documents or keys, or theft, or the misuse of a mobile phone, Ref. No.: 02/2010 (hereinafter referred to as the "SIC-IE-Card"). The Client and the Card Holder declare that they have familiarized themselves with the of Insurance Contract contents No. 19100859/2010, concluded by and between the Bank and ČPZ as the insurer in compliance with Section 10 of Act No. 37/2004, on Insurance Contract, as amended, and with the 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 Section 6 of Act No. 101/2000, on Personal Data Protection, as amended.
  - The Card Insurance becomes effective at 12:00 a.m. of the day following the day whereon the Card was activated, and if Card Insurance is arranged at a later time, after the day of Card activation, the Card Insurance becomes effective at 12:00 a.m. of the day following the day on which Card Insurance was arranged.
- 6. Should Travel Insurance be arranged for a Card:
  - The Insurer is Česká pojišťovna a. s. with the registered office located in Spálená 75/16, 113 04 Prague 1, Czech Republic, Reg. No.: 452 729 56 (hereinafter referred to as "ČP").
  - Travel Insurance is governed by the General Insurance Terms and Conditions for Travel Insurance GICTI 07 (hereinafter referred to as the "GICTI 07"), and by the Policy Terms and Conditions for Quality Insurance and for TOP Insurance TOP (hereinafter referred to as the "Policy Terms and Conditions"). The Client and the Card Holder declare that they have received the relevant GICTI 07 and the Policy Terms and Conditions prior to arranging travel insurance, and that they consent to the provision of their personal data to be processed by ČP in

accordance with Section 6 of Act No. 101/2000, on Personal Data Protection, as amended.

- Upon the receipt of the Card, the Card Holder will obtain an Information Card for Travel Insurance, and Instructions for the Insured in Case of Loss.
- Insurance becomes effective on the date of Card activation, and is arranged for the whole period of Card validity. Should Travel Insurance be arranged at a later time, after the date of Card activation, the Travel Insurance shall become effective at 12:00 a.m. of the day following the day on which Travel Insurance was arranged.
- In this case, Insurance Contract means the Agreement on Card. The period of validity of the Insurance Contract is identical to the period 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 the GICTI 0707.
- Withdrawal from the Insurance Contract is arranged with the Client by the Bank.

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

- 1. The right to use a Cardmay cease to exist, in particular, upon mutual 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 the Card is renewed automatically, due to loss/theft/misuse of the Card, Card cancellation, the dissolution of the legal entity to whose CA the Card was linked, due to the death of the individual to whose CA the Card was linked, due to the death of the Card Holder, or by destruction or the return of the valid Card to the Bank, unless a new Card is issued
- 2. The Client may cancel the right of a Card Holder to use the Card at any time, in writing according to Article VIII, or by returning the relevant Card. The cancellation of the Card Holder's right to use the Card does not relieve the Client of his/her responsibility for Payment Transactions made using this Card up to the time of the cancellation of the right to use the Card.
- The Agreement on Card shall also terminate on the 3. date of termination of the Agreement on the Client's last CA linked to the Card.
- The Bank will permanently cancel a Card upon the day of expiry of the Agreement on Card or, in case of notice of termination or withdrawal from the Agreement on Card by the Bank, upon the sending of the notice of termination or notification of withdrawal from the Agreement on Card. Should the Client or the Card Holder fail to return the Card to the Bank concurrently with the submission of the notice of termination, the Bank will permanently cancel the Card at the Client's expense.

# FINAL PROVISIONS

1. These Conditions become valid on 1 October 2011 and effective on 1 December 2011, on which date the existing "Business Conditions for Payment Cards of PPF banka a. s.", which entered into effect on 1 July 2011, shall expire.