



Valid from 1 April 2021

# **TERMS AND CONDITIONS**

for the Issue and Use of  
MasterCard Cards **COMMERZBANK**  
Aktiengesellschaft, pobočka Praha  
for Corporate Clients

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## Preamble

The Bank shall provide the Account Holder and persons designated by the Account Holder with electronic payment instruments – Cards issued by the Issuer. All terms in this capital letter preamble are as defined below.

## 1. Concepts

The capitalized concepts have the meaning as follows:

- a) “**Account**” means an account to which Cards may be issued to the Account Holder by the Bank.
- b) “**Account Agreement**” means an Account Agreement concluded between the Bank and the Account Holder, under which the Bank will open and maintain an Account for the Account Holder.
- c) “**Account Holder**” means the person who has established an Account with the Bank to which the Card was issued.
- d) “**Act on Banks**” means Act no. 21/1992 Coll., on banks, as amended.
- e) “**Act on Payment Services**” means Act no. 370/2017 Coll., on payment services, as amended.
- f) “**Agreement**” means the Agreement on Issue and Use of MasterCard Card of COMMERZBANK Aktiengesellschaft, pobočka Praha for Corporate Clients.
- g) “**Bank**” means COMMERZBANK Aktiengesellschaft, with its registered office at Kaiserstrasse 16, 60311 Frankfurt am Main, the Federal Republic of Germany, entered in the Commercial Register kept on file at the District Court in Frankfurt am Main, under Entry HR B 32000, operating in the Czech Republic through its branch COMMERZBANK Aktiengesellschaft, pobočka Praha, with its registered office at Jugoslávská 934/1, Vinohrady, 120 00 Praha 2, ID No.: 47 61 09 21, entered in the Commercial Register kept on file at the Municipal Court in Prague, Section A, Insert 7341.
- h) “**Card**” means a corporate payment (debit) card with an international MasterCard trademark issued by the Issuer and provided by the Bank to the Account Holder or Card Holder in connection with the Account, as a means of payment through which cashless or cash payment transactions, containing Card Holder’s information, signature strip, magnetic record, chip and protective features.
- i) “**Card Blocking**” is a measure preventing the execution of payment transactions through Cards provided by the Bank.
- j) “**Card Holder**” means a natural person designated by the Account Holder and under the Agreement uses a Card and acts on behalf of the Account Holder when performing a Card transaction.
- k) “**Civil Code**” means Act no. 89/2012 Coll., Civil Code as amended.
- l) “**Confidential Information**” means any information that is subject to bank secrecy under the Act on Banks (information relating to the existence of the Account Holder and the monetary services or banking transactions, including the balances on the Account.)
- m) “**Fees**” mean rewards, commissions, expenses, as well. Penalty and other fees specified in the Bank’s Fee Schedule applicable at the time of such remuneration, commission, expenses, penalty or other fee.

- n) “**General Business Conditions**” mean the General Business Conditions of the Bank. the Bank’s registered office or on the Bank’s official website.
- o) “**International Association**” means MasterCard.
- p) “**Issuer**” means Československá obchodní banka, a. s., with its registered office at Radlická 333/150, 150 57 Praha 5, ID No.: 00001350, registered in the Commercial Register maintained by the Municipal Court in Prague, Section B: XXXVI, Insert 46, which issues electronic payment instruments as subject of business according to the relevant legal regulations and performs this activity in the Czech Republic, and with which the Bank has concluded a Card agreement.
- q) “**Law Against Legalization of Proceeds from Criminal Activity**” Act no. 253/2008 Coll., on certain measures against money laundering and terrorist financing, as amended.
- r) “**Personal Data**” means all information about the statutory body and other persons authorized to act on behalf of the Account Holder and Card Holders which the Bank obtains from the Account Holder or from a third party in connection with the contractual relationship between the Account Holder and the Account Holder and which is a subject of a protection pursuant to a relevant legislation.
- s) “**PIN**” is the personal secret security number of the Card used exclusively for Card transactions and communicated by the Bank to the Card Holder.
- t) “**Price List**” means the Price List Corporate Banking of the Bank.
- u) “**Publish**” means to make the document or information available at
- v) “**Renewed Card**” means a Card issued automatically after the original Card expires. The renewed card is issued for the same Agreement as the original Card and with the same validity period as the original Card.
- w) “**Statement**” means a Card statement provided to the Card Holder or to the Account Holder on a monthly basis reporting the Card transactions of the previous month.
- x) “**Stoplist**” means a list of invalid, destroyed, lost or stolen Cards issued by the Issuer. The relevant Card is recorded on the Stoplist at the request of the Bank. The Cards put on Stoplist shall be retained by an entity or an ATM at which these Cards were used. The Card that has been entered on an internationally valid Stoplist can never be reactivated.
- y) “**Terms and Conditions**” means these Terms and Conditions for the Issue and Use of MasterCard Cards COMMERZBANK Aktiengesellschaft, pobočka Praha for Corporate Clients, as amended, if any.
- z) “**Unauthorised Person**” means a person who does not have the authority to dispose of funds on the Account Holder’s Account.
- aa) “**Working Day**” means any day that is a business day in the Czech Republic in accordance with applicable law.

## 2. Cards

- a) The Bank provides the Account Holders with Cards issued by the Issuer and allows the Card Holders in particular to execute non-cash payment instructions for payment

of goods and services to third parties, cash withdrawals at ATMs and cash withdrawals at the institutions that accept the Cards.

- b) By providing the Card, neither the Account Holder nor the Card Holder becomes its owner; by providing the Card, the Card Holder only passes the right to use the Card in accordance with the Account Agreement and these Terms and Conditions. There is no legal right to issue a Card or to conclude an Account Agreement or any other contractual relationship with the Bank.
- c) Cards are issued in the name of the Card Holder, they are non-transferable and the Account Holder, respectively. The Card Holder is in no way authorized to use the Card by another person. The Bank is entitled to request further information about the Account Holder or the Account Holder. Card Holder, even from other sources.
- d) The Bank may refuse the Account Owner's request to issue a Card. In these cases, the Bank always informs the Account Holder in writing or by telephone, but does not disclose the reasons for rejection.
- e) The Bank is entitled to modify or limit the conditions for performing various types of payment instructions with the Card, especially in accordance with the rules of the International Association. Cards may allow you to execute these payment instructions at home or abroad. Through the Card, the Card Holder may dispose of free funds on the relevant Account.
- f) The Account Holder always asks for Account provision. Only one Card of one kind can be provided to a single Account to the respective Card Holder. The Bank decides on the provision of a Card or Cards at its sole discretion. The Bank may also, at its sole discretion, decide to terminate the issuance of a specific Card, change the functionality of the Card or about switching from a certain kind of Card to another. The Bank shall inform the Account Holder or the Card Holder of such fact.
- g) The Account Holder agrees that the relevant Card Holder will dispose of the funds on his Account through a Card that will be provided by the Card Holder to the Card Holder and shall confirm this consent by his signature on the Agreement.
- h) From the date of signing the Agreement, the Bank is entitled to charge Fees for maintaining and using the Card in accordance with the applicable Fee Schedule. Fees for the Cards will be charged by the Bank regardless of whether the Card is currently in a temporary suspension or other temporary restriction for which it cannot be used properly, or regardless of whether the Card has been used or not.
- i) The Account Holder has agreed with the Bank that the Account Holder or the Card Holder, in accordance with these Terms and Conditions, is fully liable for any damage caused by any misuse of the Card, eg by an unauthorized person. The Bank does not examine the legitimacy of the transaction and / or instructions made through the Card.
- j) The Card Holder is also responsible for not using the Card as a means of payment if the execution of such a transaction would be in conflict with any legal regulations of the Czech Republic, EU or the provisions of international treaties by which the Czech Republic is bound or with the agreed terms of use of the Card.
- k) The Bank may at any time suspend or cancel individual Card Transactions. The Bank is also entitled, at its sole discretion,

to exclude certain types of payment transactions performed by the Card and to disclose this decision to traders, other banks or otherwise disclose it. The Bank shall publish such decision at its discretion.

- l) All transactions made through the Card will be debited to the Account to which the relevant Card was issued at the latest on the Business Day following the date of receipt of the relevant transaction information.
- m) The Card shows the Card number, the Card Holder's name. Account Holder. The card is secured by some of the following security features (hologram, signature strip with Card Holder's signature). The card is provided with identification data enabling visual, mechanical and electronic identification of the Bank, the Card Holder and possibly the Account Holder.
- n) The Card is valid until the date stated on it, ie until the last day of the specified month (hereinafter referred to as the „**Card Expiry**“), unless the Bank decides to terminate the Card prematurely for the reasons stated below. The Bank will automatically provide the Card Holder with the Renewed Card no later than on the expiration date of the original Card, unless the Bank decides not to renew the Card. If the Bank does not extend the validity of the Card and therefore does not automatically issue the Renewed Card, additional services (such as insurance) agreed to on the original Card will expire on the Card's expiration date. Usually, a PIN is no longer issued to the Recovered Cards. The Card Holder may also request the Bank to renew the Card early. The issuer specifies the standard length of each Card type. In the event of a request to refuse automatic issue of a new Card and related ancillary services, the Account Holder is obliged to notify the Bank of this fact in writing and no later than 7 calendar weeks before the expiry of the original Card.
- o) Card Holder, resp. The Account Holder bears all risks associated with the misuse of the invalid Card, especially if the Card is not recovered from the Card Holder after its expiration.
- p) In case of damage, destruction or malfunction of the Card, the Card Holder or the Account Holder is obliged to return the Card to the Bank without delay. Card Holder, resp. The Account Holder is responsible for all risks associated with damage, destruction or malfunction of the Card.

### 3. PIN

- a) The Card Holder will receive the PIN relating to the issued Card in person in the Bank or by registered post attention exclusively to Card Holder to the address for Card and PIN delivery pursuant to the Agreement. Any person other than the Card Holder cannot be given a PIN mailing as it is confidential. In the case of sending a PIN by post or other courier, the risk of damage passes to the Card Holder at the moment of delivery of the shipment by the Bank for transport.
- b) The Card Holder is obliged to check the integrity of the PIN shipment upon receipt. In the event of any damage, the Card Holder will request a delivery receipt from the institution that delivered the shipment to confirm the delivery of the damaged shipment. In this case, the Bank shall inform the Issuer and by means of it shall issue a different PIN and another Card free of charge to the Card Holder. If the Card Holder fails to submit a confirmation of delivery of a damaged shipment, the Issuer shall charge the Bank a fee according to the applicable Fee Schedule through the Bank for issuing the new Card.

- c) The PIN is not communicated to any person other than the Card Holder. The Card Holder is required to prevent disclosure. It is forbidden to record the PIN in a readily recognizable form on a Card or other item, in particular, that the Card Holder holds or carries with the Card, including a mobile phone, computer or similar device, or to communicate it to other persons, including family members.
- d) The Card Holder is obliged to prevent the PIN from being disclosed even when entering it, e.g. by covering the keyboard with the other hand. The Account Holder shall bear in full all losses incurred by any Card Holder, unauthorized, Payment Transactions, until the Bank is notified thereof. The Account Holder is obliged to pay the amounts of all Transactions in which the PIN was used and any damage caused to the Bank by the disclosure of the PIN.
- e) In the event that the Card Holder forgets the PIN, a valid PIN may be repeatedly issued at his request approved by the Account Holder submitted at the Bank's registered office. In principle, the system allows, but does not guarantee, the possibility to change the PIN according to its own design if the Card Holder is not satisfied with the assigned, automatically generated PIN. The PIN can only be changed through an ATM of the Issuer in the Czech Republic. The Card Holder may not change the PIN 6 weeks before the expiration date of the Card. If the Card Holder requests the replacement of the Card (eg due to a change of his / her name), he / she may not change the Card PIN to be exchanged from the moment of submitting the Card Exchange request. You can change your PIN for a new Card.
- f) If an incorrect PIN or 3D Secure code for internet payment authorization is entered in three consecutive attempts when executing a transaction including a secure internet payment (3D Secure), the Card is automatically temporarily limited for transactions for which PIN (especially at ATMs and merchants) or 3D Secure code is verified for security reasons. The full functionality of the Card is automatically restored on the following calendar day. PIN Cards cannot be unblocked unless the Smart Card is connected directly to the Issuer's systems.

#### **4. Card Delivery**

- a) The Card Holder will receive the Card in person in the Bank or by registered post attention exclusively to Card Holder to the address for Card and PIN delivery pursuant to the Agreement. The Card Holder cannot be handed over to a person other than the Card Holder as it is confidential information. In case of sending a Card by post or other courier, the risk of damage passes to the Card Holder at the moment of the delivery of the Card by the Bank for transport. The Card Holder is obliged to check the integrity of the shipment on the spot. In the event that the shipment shows signs of violation, the Card Holder will promptly request confirmation of delivery of the damaged shipment from the shipper and notify the Bank without delay. The Account Holder is obliged to ensure that the Card Holder takes over his Card without undue delay. The Account Holder is obliged to ensure that the Card Holder signs his / her Card on the back of the signature strip with a suitable writing instrument (not a pencil) immediately upon receipt of the relevant Card.
- b) This signature is the only specimen signature when performing card operations or any written claims made by the Card Holder on transactions performed by the Card. If the Card Holder does not provide



the Card with his / her signature, then the Account Holder or the Card Holder shall be liable for any unauthorized transactions connected with its possible misuse resulting from the non-signature of the Card and for any damage that may arise to the Bank. The Account Holder is responsible for using the Card by the Card Holder as if he were using the Card himself.

- c) By taking over the Card, the Card Holder is entitled to use it for the period of validity indicated on the Card.
- d) The Card Holder is obliged to store the Card separately from other bank documentation in a safe place, ie in a place that is not freely accessible to unauthorized persons, and which is protected from the interference of these persons, to protect it from loss, theft, misuse by unauthorized persons, from direct action Magnetic field, mechanical and thermal damage, etc. The Card Holder is obliged to check the Card's possession after each use of the Card, at least once a day, and to take individual security measures to prevent the Card from being misused, lost or stolen. After each use of the Card, the Card Holder is obliged to check that the Card is in his possession.
- e) If, despite this, the Card is lost, stolen, misused or unauthorized, the Card Holder is obliged to notify the Bank immediately (as soon as it is discovered) of the fact. Violation of the obligations under this provision caused by the Card Holder, whether fraudulent, intentional or negligent, is deemed to be a gross breach of the Agreement and the Account Holder is fully liable for any loss or damage until notifying the Bank of the facts in question (loss, theft, misuse or unauthorized use of the Card). If the Card Holder intends to conduct transactions with Internet merchants, other transactions without the presence of a Card or through an

application or other form with securely stored electronic data about the Card, in particular through a computer or mobile device such as a smartphone or tablet only "Device"), the Card Holder is obliged to use the Card only through Devices that are properly secured against misuse of Confidential Information, Personal Data or any other confidential data. In particular, the Card Holder may not use the Card through Devices in Internet Cafes and other publicly accessible establishments, or through Devices that are not sufficiently secure to be secure against misuse of Confidential Information, Personal Data or any other confidential data. In case of any suspected breach of Security, the Card Holder or Account Holder is obliged to notify the Bank thereof.

- f) The Account Holder is responsible for all transactions made by Cards issued to his Account and is obliged to pay the Bank any damages caused by improper use of the Card.

## **5. Card Use**

- a) The Issuer sends selected types of Cards to the Bank in an inactive state. The Card Holder must activate the Inactive Card in any of the following ways:
  - i) through a PIN transaction on a terminal supporting non-contact technology (POS), or
  - ii) through a PIN transaction at an ATM.

Any changes in the Card's settings and other services to the Card may be provided by the Account Holder, or The Card Holder can only be requested through the Bank after it has been activated (Issuer may enable a change of selected parameters even before Card activation). The Account

Holder acknowledges and ensures that the Card Holder also acknowledges that by activating the Card, the Card Holder also confirms its physical acceptance, and in no case is it permitted to activate the Card that the Card Holder does not have. The Bank shall not be liable for any damages that may arise to the Account Holder or Card Holder by activating the Card, which the Card Holder does not physically hold. The Bank recommends the Account Holder and Card Holder to be on the website [www.csob.cz/karty](http://www.csob.cz/karty) acquainted with the contents of the brochure, which contains detailed information about functions, security, settings and control of the Card.

- b) According to its type, the card can be used for cashless payment in the facilities of the business operators and services (hereinafter referred to as „**merchant**“ or „**merchant equipment**“) implemented through electronic POS terminals, including POS terminals, mechanical sensors or agreed payment procedures for Internet merchants, cash withdrawals in ATM networks, including ATMs supporting contactless technology, or other transactions realized in the network of the Issuer's ATMs, as well as for the payment of cash at the counters of exchange offices of other banks, for the payment of cash directly at the cash desks of selected merchants. CashBack („**CashBack**“), if the Agreement allows the use of such service or the execution of such a transaction. Selected types of Cards, if their issuance is permitted by an Account Agreement, can be used for non-cash transactions in business facilities without entering a PIN by attaching the Card to a payment terminal supporting contactless payment of MasterCard specifications. A contactless payment can be refused at any time by a payment terminal and a regular payment with a PIN-entered card is requested instead.
- c) The places where the Card can be used are marked with the logo of the International Association (MasterCard). The Bank reserves the right to refuse to consent to the execution of certain types of transactions (especially payment transactions without the physical presence of the Card - eg postal, telephone, Internet transactions), even depending on the type of Card. The Bank is only authorized to allow secure Internet transactions.
- d) CashBack is only provided by business facilities that bear the „CashBack“ service. The minimum amount set by the Issuer. The sum of the CashBack purchase and service must not exceed the specified Weekly Card limit. The amount of cash withdrawn is determined by the range given by the Issuer. The Dealer is entitled to refuse the CashBack service, even without giving any reason. The Bank is in no way liable does not guarantee the availability or rejection of the CashBack service by the respective merchant or the provision of the CashBack service, both in the Czech Republic and abroad
- e) The Card Holder is further obliged to prevent disclosure of Card data, which may occur, for example, through unsecured channels, such as internet transactions (ie transactions without physical presence of the Card). The Card Holder shall fulfil this obligation only in the case of payments without physical presence of the Card provided that the Card is used by a secure merchant using the 3D Secure protocol, which is presented under the trademark „Verified by VISA“. whether it has been committed fraudulently, intentionally or negligently is considered for the gross breach of the Agreement and the Account Holder bears all and any loss and damage caused by such non-fulfilment, up to the moment of notification of the facts (abuse or unauthorized use of the Card) to the Bank.

- f) In case of any doubt or suspicion of misuse of the Card or payment terminal or ATM by the Card Holder (eg non-standard provision of cash, money laundering, installation of a scanning-scanning device on an ATM, etc.) or the movement of suspects near the ATM, their efforts of Intervention in the executed payment transaction and another is the obligation of the Card Holder to inform the Bank and the Police of the Czech Republic without delay of the ascertained facts.
- g) The Card may not be used for Transactions that would be contrary to any applicable law at the place of the transaction. The Card Holder, resp. Account holder, including liability for possible damages and penalties.
- h) Between the Bank and the Account Holder / Holder the cards are agreed as the only possible means of the Card Holder's consent to the execution of the payment transaction, respectively its authorization, only the following ways:
- i) ATM transactions by inserting a Card into an ATM and entering a PIN,
  - ii) non-cash and cash (CashBack) transactions in business facilities by presenting the Card and entering the PIN, the Card Holder's handwritten signature, or
  - iii) contactless transactions by attaching the Card to a payment terminal (if the issuance of these Cards is enabled by an Account Agreement) without entering a PIN or entering a PIN
  - iv) secure payments at internet merchants (3D Secure operations) by entering the Card number, Card validity date and Card Verification Value (CVV), Card Verification Code (CVC) and by entering an SMS authorisation code which will be sent by the Issuer to the Card Holder via an SMS to the mobile number dedicated for that purpose or by Issuer's mobile application SmartKey provided the Card Holder has complied with the conditions for its use and has installed it. The SMS authorisation code or the authorisation by mobile application SmartKey is not required and the transaction will be processed without such an authorisation in case that an internet merchant does not support 3D Secure or in case of a transaction risk based analysis is used in accordance with the exception pursuant to the Act on Payment Services and associated acts.
- v) Other Card less Payments by entering the Card Verification Number, Validity, and Card Verification Value (CVV), Card Verification Code (CVC).
- vi) Transactions executed through the application or other form with securely stored electronic data on the Card by entering a confirmation code according to the conditions of the application alternatively by other means of Card Holder authentication via a mobile phone or another device (eg finger print or face ID) or without entering a confirmation code in line with conditions of the application or service.
- i) A transaction that has been authorized by the Card Holder (eg by entering a PIN etc.) cannot be revoked. Nor can an already posted transaction be revoked. In justified cases (eg due to failure to provide a service or non-delivery of goods), the Card Holder may file a complaint with the Bank.
- j) When using the Card in business facilities, they are authorized to authenticate and execute the transaction only if they receive the Bank's approval or third parties authorized by it. A Merchant Employee is entitled, in order to protect the Card Holder, to require the Card Holder to prove his / her identity. The employee of the business facility is entitled to withhold the Card based on the authorization result. In such a case, the Card Holder is obliged

to invalidate the Card in front of the Card Holder and to issue a Card Holder with a confirmation of the Card's retention and depreciation.

- k) The Card Holder is entitled to execute Transaction Cards only within the specified limit, up to the amount of the available balance on the Account. The limit limits both the maximum amount of drawdown by the Card in a specified period and the number of transactions in that period. The change of the Card limit is subject to the written consent of the Account Holder. The Card Holder is obliged to monitor and check the amounts of Transactions made through the Card on an ongoing basis and to prevent overdraft of the available Account balance. Transactions are charged with a time lag (see Note 9 (a)). However, the Account Holder is responsible for all transactions regardless of the limit and is obliged to pay damages caused to the Bank by incorrect use of the Card, respectively. For any overdraft of the available balance (unauthorized overdraft) under the relevant Account Agreement and Agreement.
- l) The Bank may, without prior notice, cancel the right to use the Card or to temporarily or permanently limit its validity (for example in case of breach of contractual terms, execution, filing of an insolvency petition, debit on account or due to the security of a payment instrument or if unauthorized transactions or fraudulent use of a payment instrument, etc.). The Bank is also entitled to temporarily or permanently limit the validity of the Card within the framework of security and protection of the Account Holder in case of suspicion of misuse of the Card. As a result of the permanent limitation of the validity of the Card, it may be detained when attempting to use it. The Bank shall inform the Card Holder of such measures in an appropriate manner without undue delay.
- m) The Card Holder is obliged to protect the Card against mechanical damage and from any influence (eg magnetic field), which could result in violation of the magnetic stripe or chip record on the Card.
- n) In the event of the Card being held by an ATM of another domestic bank, the Card Holder is obliged to immediately contact the relevant bank or post office, with the request to return the retained Card or to inform the serving bank of the Card Holder via the telephone number indicated on some ATMs. In the case of an Issuer's ATM, which is located outside the Issuer's premises, the Card Holder may request the forwarding of the retained Card to the selected Issuer's branch via the telephone number indicated on the ATM. In the event of the Card being detained at the Issuer's ATM located in the premises of the Issuer's branch, the Card Holder will request the Issuer's branch to return it directly. The Card Holder will not be returned to the Card Holder after 3 Business Days from the time of retention. The Card Holder is obliged to ask for an immediate restriction on the validity of the Card withheld by the ATM.
- o) The Card must be returned to the Bank at its seat upon request or upon its expiration. If the Card is not returned, the Bank is entitled to limit the validity of the Card, at the expense of the Account Holder. The Card Holder is not obliged to return the original Card upon receipt of a new, automatically renewed Card.
- p) In the event of overdrawing of funds in the Account, an unauthorized debit balance bears a debit interest rate. If the amount of the unauthorized debit is not paid within 10 days of the debit, the Bank shall also be entitled to charge another account of the Account Holder, which it maintains. Further, at the expense of the Account Holder, it is

entitled to permanently limit the validity of Cards issued to its Account and request their return to the Bank.

and mandate for the execution of the series of the payment transactions.

## **6. Card Limits Use**

The Account Holder sets weekly limits for the Card Holder based on an agreement with the Bank, which will be specified in the Agreement.

## **7. Card Holder Data Changes**

- a) The Account Holder is obliged to report to the Bank any changes to the data relating to Cards issued to his Account and Holders of such Cards provided to the Bank in connection with the issuance of the above Cards (in particular, changes of address and telephone connection). In the event of a change of the Card Holder's name, surname or birth number, the Account Holder is obliged to inform the Bank of such changes and to request the replacement of the Card. The Account Holder is liable for any damage resulting from non-compliance with this obligation.
- b) The Card Holder is entitled to request the Bank in writing to change the data on the already issued Card. However, changes to the Card limit, insurance, additional services and the requirement to reissue the PIN are subject to the written consent of the Account Holder.
- c) The Card Holder acknowledges that provided the Card Holder has saved the Card data at a merchant (in order to execute a series of payment transactions), those Card data can be automatically updated upon a Card renewal or Card replacement. Such an update has no effect on the previously submitted payment order

## **8. Settlement of Transactions, Statements and Claims**

- a) Account Holder in the Statement is informed about cleared transactions. Transactions are accounted for individually with the abbreviated Card Number, Location, Transaction Date, Amount and Transaction Currency, with the settlement of Card Transactions in accordance with the Card Association Rules with a time lag from the transaction date. All transactions shall be settled by the Issuer by the end of the following Business Day at the latest after the receipt of the payment order, which is the receipt of a billing report on the execution thereof from the transaction processor. Falls- if the moment of acceptance of the payment orders for a period which is not the Issuer's operating time, the payment order shall be accepted at the beginning of the following opening hours of the Issuer. In case of doubt about the payment made, the Issuer is entitled to charge the payment within 45 calendar days after receiving the report on its execution. The Bank and the Issuer shall, within the meaning of the Act on Banks, keep internal records for a sufficient period of time to allow the retrieval of operations and the correction of errors. The Account Holder and the Card Holder are obliged to periodically check the correctness of accounting by card transactions, inter alia for the possibility of timely filing a complaint.
- b) The Account Holder acknowledges the manner of settlement of card transactions, including transactions in foreign currency. Transactions are posted on business days based on data received from the issuer. When settling transactions with Cards

in foreign currency, the exchange rate of the Issuer's foreign exchange sales. If the currency of the transaction is not listed in Issuer's exchange rates, the Issuer's will convert the transaction into CZK from the amount the Issuer's has received from the card association in USD. The following rates will be used for conversion:

- i) Transaction executed until 21:05 CET will be converted by an exchange rate valid on the previous Business Day.
- ii) Transaction executed after 21:05 CET will be converted by an exchange rate valid on the day of transaction (should it be a Business Day).

If it is not possible to use the above exchange rates (eg an exact time is not known due to a technical error) the exchange rate valid on the second Business Day prior to the transaction settlement. Issuer's exchange rates are available on [www.csob.cz](http://www.csob.cz). The same rules are valid for the conversion of fees. If the Card Holder decides to execute a transaction abroad The Card Account Holder has the option of clearing in CZK, then the transfer is made directly at the point of sale using its exchange rate (the exchange rate and the converted amount into CZK are indicated on the receipt). No exchange rate difference from the Issuer's rate can be requested. In some cases, the Card Holder may choose to charge in a currency other than the merchant's transaction / currency, and then convert the merchant to another currency at its rate.

- c) If the Card Holder or Account Holder finds discrepancies in card settlement, he / she has the right to file a complaint. The Card Holder or the Account Holder is obliged to file a complaint within 2 months from the date of settlement of this transaction. The Bank is not obliged to acknowledge any later claims. The complaint must be filed at the Bank's registered office, in writing on the form provided

for it. Account holder, resp. The Card Holder is obliged to submit all available documentation related to the disputed transaction (in particular a copy of the Account Statement, copy of receipts, possible proof of cancellation of the transaction), a certified copy of the transaction confirmation received by the Card Holder at the merchant after the operation has been completed, the Card Holder's statement, etc., by the merchant's employee or settlement of the claim.

- d) The Bank is entitled to ask the Card Holder or Account Holder to provide additional documentation related to the claimed transaction. If the documentation is not delivered to the Bank within the agreed time, the Bank is entitled to stop the complaint procedure and to reject the entire case. The Card Holder or Account Holder is obliged to provide the necessary cooperation in the course of the proper course and handling of the complaint procedure. If the respective merchant returns the funds from the claimed transaction back to the Account Holder or the Card Holder, he shall immediately inform the Bank of this fact.
- e) When dealing with a claim for a transaction, the Bank will assess whether the Card Holder has met all the conditions, i.e. in particular that it has complied with the deadlines for reporting the complaint, obligations arising from the Contract and the Terms (eg serious breach of protection of the security elements of the Card). If the Bank finds out during the complaint procedure that the claim is unjustified, it will reject the claim. The Bank will always inform the Card Holder or Account Holder about the outcome of the complaint procedure.
- f) The Card Holder is obliged to notify the Bank of an unauthorized transaction without undue delay, in case of suspicion of abuse within two months at the latest, in justified cases 13 months from the

date of settlement of this transaction. The notification shall be made at the Bank's registered office, in writing, using the form provided for it.

- g) If the Bank discovers that it has been authorized in the assessment of an allegedly unauthorized transaction, it shall reject the claim. If a Card Transaction is performed using an unauthorized PIN, this transaction is considered unauthorized.
- h) The Account Holder bears in the case of unauthorized a loss under the terms of the Payment System Act.
- i) The Bank shall use the exchange rate announced by the Czech National Bank at the relevant date to recalculate the Account Holder's loss (co-payment) from an unauthorized transaction.
- j) The Card Holder, or the Account Holder, may only file an Authorized Transaction within 8 weeks of its creation, provided that no exact amount has been set at the time of authorization or that amount exceeds the Card Holder's reasonable expectation (eg car rental, hotels, etc.). In other cases of authorized transactions (eg non-issuance of cash by ATM, etc.), the complaint must be filed without undue delay, but no later than within two months from the date of debiting the Account Holder's account.
- k) In the event of a complaint about a disputed transaction suspected of misuse of the Card (e.g. counterfeit, internet, ATM), the Card Holder is obliged to always hand over the Card to which the disputed transaction relates, in the event of its failure to hand over this fact. This shall not apply in the case of duly reported loss or theft of the relevant Card.
- l) Neither the Issuer nor the Bank shall be liable for defects of goods or services paid by the

Card Holder through the Card. Card Holder, resp. The Account Holder applies these claims and complaints to the relevant point of sale where he made the purchases. For unjustified claims, the Bank charges the Account Holder a fee according to the Fee Schedule.

## 9. Card Loss, Theft and Misuse

- a) Card Holder, resp. The Account Holder is obliged to inform the Bank of the loss, theft, PIN disclosure or misuse of the Card immediately upon discovery of the facts. If misuse of the Card number is reported, the Card Holder is obliged to immediately return the Card to the Bank. Information (loss, theft or misuse of the Card) is filed by the Card Holder or the Card Holder. Account Holder by telephone, either at the Bank's number, which was notified to the Card Holder upon handing over the Card or at the Card Issuer number **+420 495 800 111**. Third party (hereinafter referred to as the "Reporting Person") is entitled to report the loss or theft of the Card. If it is suspected that the Card is being misused, the Card Holder or Account Holder is obliged to report the facts to the relevant Police Department of the Czech Republic.
- b) The reporting person (Card Holder, Account Holder, Finder, Other Person) informs the Bank or the Issuer of any circumstances of loss or theft of the Card and if he / she does not know the Card number, he / she will specify other data on the basis of which it is possible to identify the Card Holder and the Card (eg account number, personal identification number, etc.). The Bank and the Issuer are entitled to record the call.
- c) The Bank and the Issuer may, in accordance with the Act on Banks, communicate this

information to the prosecutor and to the police or other competent authorities. Immediately after the announcement of any of the above facts, the Bank will always make a permanent and irrevocable restriction on the validity of the Card for security reasons. The Bank shall not be liable for any damages incurred by the Account Holder or Card Holder as a result of the permanent restriction of the Card's validity.

- d) Permanent limitation of the validity of the Cards cannot be cancelled. If the Card Holder gets the Card back after the loss, theft, disclosure of the Card or misuse of the Card has been reported, the Card must be presented to the Bank and subsequently devalued by the relevant Bank employee without further use.
- e) Account Holder's liability for transactions made by lost, stolen or misused Card ends immediately after telephone notification according to the above-mentioned provisions of the Terms (via the Bank or Issuer's telephone number). However, the Bank shall not be liable in any way for any damages incurred in the transactions of the Cards in which the PIN was used or in which the Card Holder acted fraudulently.
- f) In the event of a claim, the date of reporting the loss / theft of the Card is decisive for the calculation of the Account Holder's loss from an unauthorized transaction (deductible).
- g) The Card Holder may ask the Bank for a written confirmation that the loss / theft / misuse of his / her Card has been reported to the Bank, and may do so within 18 months following the reporting in accordance with the above provisions of the Terms.

**10. Card Validity Limitation Based on a Card Holder's Written Request, Account Holder for Reasons Other Than Loss, Theft, PIN Disclosure or Suspected Card Misuse**

- a) The Card Holder or Account Holder may ask the Bank in writing to temporarily or permanently limit the validity of the Card. The Bank shall not be liable for any damages incurred by the Account Holder or Card Holder as a result of temporary or permanent limitation of the Card's validity.
- b) The Card Holder may apply for a temporary limitation of the Card's validity, which will prevent the execution of transactions verified (authorized) by the Bank and / or the Issuer. If the reasons for the temporary limitation of the Card's validity cease to exist, the Card Holder may request in writing that the temporary limitation of the Card's validity be cancelled. The Card may be reused after two following Business Days from the date of delivery of the request to cancel the temporary limitation of the Card validity to the Bank. If the request is delivered outside of Business Days, the Card may only be reused after three following Business Days. The Bank charges a fee for the temporary limitation of the validity of the Card according to the valid List of Charges of the Bank.
- c) The Card Holder or the Account Holder may ask the Bank in writing to permanently limit the validity of the Card (including the chip card), which, however, cannot be subsequently revoked.
- d) For damages caused by possible misuse of the Card, which has been temporarily or permanently limited by the Card Holder's written request, the Account Holder shall assume responsibility from



24:00 hours on the Business Day following the date of submission of the request to limit the validity of the Card at the contact point of the Bank if the relevant application form for limiting the validity of the Card was delivered by 4:30 pm on the Business Day. In the case of a request for a restriction application Cards to the agreed contact point of the Bank, or. The Issuer shall, after 16:30 hours of the Business Day or outside Business Days, assume responsibility at 24:00 hours on the second Business Day following the date of receipt of the application form. The temporary restriction of the Card's validity applies only to authorized transactions and only for such transactions the Bank assumes responsibility in the sense of the above.

- e) Only a person who has applied for a temporary restriction may cancel the Card's temporary suspension by a written cancellation sent to the Bank Account holder, resp. a person authorized to act on behalf of the Account Holder.

#### **11. The Bank's Right to Limit the Card Validity on Its Own Initiative**

- a) The Bank is entitled to limit the validity of the Card or the possibility of carrying out transactions without the presence of the Card, temporarily or permanently, for the following reasons:
  - i) the security of the Card, especially if it is suspected of unauthorized or fraudulent use (if the Bank or the Issuer obtains information from the card association or another bank or other credible source on a possible threat to the Card),
  - ii) a significant increase in the risk of default of the Account Holder by the Account Holder if it can be drawn through the Card.

In connection with the permanent restriction of the Card validity, it may be detained when attempting to use the Card. Flask informs the Card Holder about such measures in an appropriate manner without undue delay on the telephone number that the Account Holder communicated to the Bank when signing the Agreement

- b) Before limiting the validity of the Card or, if this is not possible, immediately thereafter, the Bank shall inform the Card Holder of this Card validity restriction and its reason. This obligation does not apply if the disclosure of this information could frustrate the purpose of the restriction Cards or it was in conflict with other laws or internal regulations of the Bank. The Bank shall not be liable for any damages incurred by the Account Holder or Card Holder as a result of temporary or permanent restriction of the Card's validity or as a result of the cancellation of the right to use the Card.
- c) As soon as the reasons for limiting the validity of the Card cease to exist, the Bank undertakes to cancel the Card restriction without delay or to issue a "new" Card with a different number and a new PIN to the Card Holder for a fee under the Agreement.

#### **12. Assistance In Need – Abroad**

- a) If the Card is lost or stolen abroad, the Card Holder may ask the Bank to issue an emergency Card or to pay emergency cash to cover the necessary expenses. The Emergency Card or Emergency Cash is not provided to Card Holders that are not embossed.
- b) The Bank may refuse to provide emergency services. If so, it shall notify the applicant

of the place and method of receiving the Emergency Card or necessary emergency cash and shall ensure that the request is implemented through a member of the Emergency Services Association at the relevant location.

- c) The Emergency Card is usually issued with a maximum validity of one year, it cannot be used in an ATM (no PIN is issued), and it is not equipped with a chip. The Emergency Card Holder is obliged to return it to the Bank upon return to the Czech Republic. The Bank charges a fee for issuing an emergency card or emergency cash in accordance with the Bank's valid List of Charges.

### **13. Understanding the Terms**

The Account Holder is obliged to familiarize himself / herself with these Terms and Conditions and is obliged to comply with them. Owner the account always bears full responsibility for the breach of these Terms and Conditions by the authorized Card Holder to whom the Cards were provided by the Bank upon his request. The Account Holder is also obliged to ensure that the Card Holder is fully acquainted with the Terms and Conditions before accepting the Card. A credit card customer service will provide them with a further printout upon request. In addition, the Account Holder is obliged to inform the Card Holder of any changes to the Terms and Conditions that occur, without undue delay after the Account Holder has learned or can learn about such changes.

### **14. Monitoring of Card Transactions**

The Bank records and stores information on all instructions and transactions performed through the Card for the period prescribed by

applicable law. If the Bank notices instructions or transactions that are unusual in their amount or frequency, or if They are unusual in appearance the Card Holder's long-term use of the Card and the nature of which causes the suspicion that the Card is being abused to the detriment of the Card Holder or the Account Holder, the Bank is entitled to make a Card Blocking on the relevant Card. The Bank reactivates the Card after examining the circumstances of the case or at the request of the Account Holder.

### **15. Termination of the Right of Card Use**

The right to use the Card expires:

- a) by a termination of the Account Holder, and the termination of the Contract on the Account to which the Card was issued shall also be considered as such termination. In such a case, the Account Holder is obliged to return to the Bank all Cards that have been invalidated by the termination of the Account Agreement. In exceptional cases, the Bank may not require the Card to be returned;
- b) by a termination of the Contract by the Bank at any time in writing with a two-month notice period. If there is a compelling reason that continuing the contractual relationship would be unacceptable to the Bank, the Bank may terminate the Agreement with immediate effect. Such a serious reason is, for example:
  - i) if the Account Holder or the Card Holder provides the Bank with false information;
  - ii) if the Account Holder's material situation deteriorates significantly;
- c) by a termination of the Account Agreement to which the Card was issued in any other way regulated by law;

- d) upon expiry of the Card, provided that at the request of the Account Holder or the Bank's decision, a Renewed Card was not issued;
- e) by the death of the Card Holder or his declaration of death. The Card will be cancelled by the Bank on the date when the Card Holder's death or its declaration of death is validly rendered by the Card Holder and the Card Holder of the Card Holder issued and valid. If the Cards are not returned at the same time, the Bank is entitled to execute the Blocking Card or Stop list immediately.

## 16. Card Return

- a) After the expiration of the authorization to use the Card, the Account Holder or the Card Holder shall return the Card to the Bank without delay; and a signature strip. In the event that the Bank cannot, for reasons on the part of the Card Holder, resp. Account Holder to obtain this Card from its Card Holder / Account Holder, the Bank shall ask the Issuer for permanent restriction of the Card's validity. The Bank is then entitled to charge the Account Holder a fee according to the Fee Schedule.
- b) In the event that the Account Holder or the Card Holder retains the Card even after the expiration of the authorization for use, the Account Holder, or the Card Holder, bears full responsibility for all transactions related to its potential misuse and damage that would result in the Bank or any other in connection therewith. The Account Holder or the Card Holder is obliged to immediately reimburse the Bank for any damage suffered by the Bank in this connection.

## 17. Price List

The List of Charges contains all types of Charges associated with Cards and is available at the Bank's premises or at [www.commerzbank.cz](http://www.commerzbank.cz).

## 18. Protection of Confidential Information

- a) Account holder, resp. The Card Holder acknowledges that in any communication with the Bank that discloses Confidential Information, the Bank is obliged to verify its identity in accordance with the relevant legal regulations, in particular the Act on Banks and the Law against Money Laundering. The Bank treats Confidential Information in accordance with the applicable legal regulations binding on the Bank.
- b) The Bank shall maintain the confidential nature of the Confidential Information even after termination of the contractual relationship between the Bank and the Account Holder or the Card Holder.
- c) The Bank shall be entitled to provide Confidential Information to third parties only to the extent and under the conditions set forth in applicable law, as agreed in the Terms and Conditions and other agreements or agreements between the Bank and the Account Holder or the Card Holder. For this purpose, the Card Holder shall hold the Bank.
- d) The Account Holder or the Card Holder agrees that the Bank is entitled to disclose all Confidential Information to third parties (both in the Czech Republic and in other countries) to any of the following:
  - i) a legal entity belonging to the financial group of Commerzbank AG or its agents, legal, tax or other advisors

- ii) the person with whom he is acting in connection with the provision of banking products to the Account Holder or the Card Holder; and
  - iii) the person with whom he / she is acting or authorized to perform his / her contractual or legal obligations, including the exercise of contractual rights between the Bank and the Account Holder or the Card Holder, provided that the Confidential Information, in particular the Card Issuer, is kept confidential.
- e) The Account Holder agrees and ensures that each Card Holder agrees that third parties to whom the Bank will pass Confidential Information in accordance with the provisions of paragraph d) of this Article further process Confidential Information to the extent transmitted for purposes arising from the nature of such third parties and for a period of time determined by the internal regulations of such third parties. The Account Holder further agrees and ensures that each Card Holder agrees that the Bank or third parties offer him / her banking products and other financial transactions or services.
- f) The Account Holder agrees and ensures that each Card Holder agrees that the Bank shall verify the information obtained about the Account Holder or the Card Holder, in particular in the courts, state administration bodies, other banks with which the Account Holder or the Card Holder is contractual relationship or with the Card Holder's employer if the Confidential Information is kept confidential.
- g) The Account Holder declares that it is hereby informed in a timely and proper manner and that each Card Holder is informed in a timely and proper manner that the Bank collects, processes and verifies data about it and that such data may be disclosed to third parties in paragraph (d) of this Article. The Account Holder also expressly agrees and ensures that each Card Holder agrees that the Bank may notify the Issuer or other banks of a material breach of these Terms or Conditions for issuing Cards by the Card Holder. What is a fundamental breach of the conditions is decided by the Bank or the Issuer.

## 19. Privacy

The Account Holder shall provide the Bank with the Personal Data of persons authorized to act on behalf of the Account Holder, as well as the Card Holder's Personal Data or as the case may be the Personal Data of other persons. The Bank therefore considers that the Account Holder has the express consent of such individuals to provide their Personal Data to the Bank for the collection and processing of Personal Data by the Bank (pursuant to Act No. 110/2019 Coll. On Personal Data Processing and Act No. 111/2019 Coll., On amendments to certain acts in connection with the adoption of the Personal Data Processing Act, as amended), as follows:

- a) to the extent that such personal information is part of Confidential Information;
- b) for the purposes related to the provision of banking products by the Bank to the Account Holder or Card Holder as well as for other purposes, in particular in connection with the issuance of Cards by the Issuer, operational management, strategic planning or internal control of the Bank. For these other purposes, the Bank will anonymize the Personal Data as soon as possible and if it does not prevent the Bank from achieving its goal,
- c) for the period from the provision of such Personal Data until three years after the termination of the last contractual

relationship between the Bank and the Account Holder or Card Holder.

## **20. Mandatory Identification and Control**

- a) Account holder, resp. The Card Holder acknowledges that the Bank is obliged to identify and subsequently check the Account Holder or the Account Holder. Card Holder in accordance with § 7 et seq. The Law against Money Laundering. The Bank is entitled at any time during the term of the contractual relationship with the Account Holder, resp. Require Card Holder to complete their identification data. Account holder, resp. The Card Holder is obliged to provide the Bank with the necessary assistance in connection with this identification or inspection, in particular to provide the Bank with the required data, to inform the Bank of any change in this information or to provide the Bank with a supplement upon request. The Bank is entitled to temporarily or completely suspend the Card and stop execution of certain or all transactions if the Account Holder, or The Card Holder refuses to provide the Bank with the data necessary for identification or checking, or does not provide the necessary assistance in the identification or inspection until the Account Holder or the Account Holder has provided the necessary assistance. The Card Holder will provide this information to the Bank or provide the necessary assistance. The Bank is entitled to take photocopies of all documents submitted by the Account Holder, resp. Card Holder in accordance with applicable law.
- b) Transaction while maintaining Account Holder anonymity The Bank will not execute the Card Holder. The Bank is also not entitled to carry out transactions

that could involve the risk of money laundering or terrorist financing or there is a suspicion that the transaction is subject to international sanctions within the meaning of international sanctions legislation. Do not make a transaction which is reasonably considered not to comply with the law.

- c) The Account Holder agrees and ensures that each Card Holder agrees that during the term of the Agreement, the Account Holder's Personal Data, resp. The Card Holder, on the basis of which the Bank's identification was duly performed, is provided for the purpose of taking over identification under the Act against Legalization of Proceeds from Crime, and that such identification data will be processed and stored for this purpose in accordance with the Act against Legalization proceeds from crime.
- d) The obligation of identification or inspection pursuant to the provisions of this Article 22 of the Terms and Conditions shall apply mutatis mutandis to other persons (eg, the Account Holder ,s representative or agent) if their identification or control is required by applicable law, in particular the Law on Money Laundering.

## **21. Provisions on Legal Order and Dispute Resolution**

These Terms and Conditions, General Banking Conditions, Account Agreement and other documents related to the provision of Cards to Account Holders - entrepreneurs shall be governed by the laws of the Czech Republic, in particular the relevant provisions of the Civil Code and the Payment System Act and any disputes arising from the above documents and / or in connection with them will be dealt with by the competent court of the Czech Republic.

## 22. Final Provisions

- a) These Terms and Conditions are linked to the Bank's General Banking Terms and Conditions, which the Account Holder became familiar with and agreed with. In the case of facts not regulated by these Terms and Conditions, the contractual relationship between the Account Holder and the Bank shall be governed by the relevant provisions of the General Banking Conditions. If the General Banking Conditions contain a different regulation from these Terms and Conditions, the contractual relationship between the Bank and the Account Holder will be governed by these Terms and Conditions.
- b) The Bank shall not be liable in the sense of legal regulations for damages caused by circumstances which occurred independently of the Bank's will, which it cannot avert or overcome, and which prevents it from performing its duties. If any of the circumstances excluding liability arise, the Bank will take action to mitigate the adverse effects on the Account Holder that can reasonably be expected of the Account Holder.
- c) These Terms and Conditions are drawn up in the Czech and English languages, where the Czech version shall prevail in the event of a discrepancy between the language versions.
- d) The Bank is entitled to amend or supplement these Terms. The Bank shall notify the Account Holder of any such changes or additions no later than 30 days before the proposed effective date of such changes or adjustments, unless a longer period is specified by the Act, specifying the effective date of the changes or modifications. The Bank only informs the Account Holder in writing about the change in the Terms and Conditions, not all Card Holders.
- e) In the event that the Account Holder does not agree with the proposed changes or additions, the Account Holder is entitled to terminate the Contract by giving notice with immediate effect until these changes or amendments come into effect. If the Account Holder does not terminate the relevant contractual relationship in such a way that the changes or additions become effective, the changes or amendments to these Terms and Conditions shall be deemed to have been approved by the Account Holder and shall become an integral part of the Contract on the date on which they become effective.

Your Commerzbank branch:

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