

## **CONDITIONS**

### **For the Issue and Use of Expobank CZ a.s. Payment Cards**

#### **1. GENERAL CONDITIONS**

- 1.1. Expobank CZ a.s. (the “**Bank**”) issues MasterCard contactless payment cards as an electronic payment means for personal and business current (payment) accounts denominated in Czech crowns, American dollars, and Euros. The current offer of payment cards and related supplementary services is published in information documents of the Bank. Legal matters relating to the issue and use of the Bank’s payment cards are subject to the law of the Czech Republic.
- 1.2. The Conditions for the Issue and Use of the Bank’s Payment Cards (“**Conditions**”) constitute an integral part of every payment card agreement (“**Agreement**”) between the Bank and the account holder (client). The Conditions are binding for both the Bank and the account holder as well as for any cardholder other than the account holder. By signing the Agreement and/or a payment card application, the account holder certifies to have thoroughly read, understood, and accepted the Conditions. The account holder may apply for the issue of supplementary cards for other persons (cardholders). In such a case, the account holder is fully liable for compliance with these Conditions by such cardholders. The account holder acknowledges that a failure to comply with duties to which cardholders are subject under the Conditions represents a breach of the Agreement. The account holder may also apply for the issue of cards through internet banking operated by the Bank.
- 1.3. In providing all banking services, the Bank is required to identify the account holder and a cardholder. In the case of a legal entity, the Bank must identify the controlling person and the beneficial owner. In particular, the Bank is required to carry out mandatory identification to the lawful extent in respect of transactions whose value exceeds the applicable legal limit. In case that the account holder or a cardholder refuses to undergo an identification check, the requested banking service will not be provided. The Bank is required to refuse to provide banking services if the identity of the account holder or a cardholder cannot be established.
- 1.4. The account holder must notify the Bank of any and all changes in data pertaining to payment cards issued for his accounts and to the holders of such cards, as specified in the Agreement or in the payment card application. The account holder is liable for any and all damage incurred as a result of a failure to comply with this requirement.
- 1.5. The account holder acknowledges that the Bank may inform other banks in the Czech Republic of any gross violation of the Conditions committed by the account holder or by a cardholder. Defining a gross violation of the Conditions is within the Bank’s discretion. Furthermore, the account holder acknowledges that the Bank may provide information on payment cards issued for his account to the MasterCard Association.
- 1.6. The account holder must provide the Bank with complete and accurate information. The account holder is fully liable for any damage incurred by the same or by the Bank as a result of providing false or inaccurate information.
- 1.7. Payment cards are the property of the Bank. As a rule, a payment card is issued in the name of the cardholder and is not transferable to another person. A violation of this rule is considered a **gross violation** of these **Conditions** and of the **Agreement**.
- 1.8. There is no legal entitlement to the issue of a payment card. The Bank reserves the discretionary right to reject the account holder's payment card application. The Bank will inform the account holder in writing, through internet banking or by telephone if an application is rejected.

1.9. The Bank is entitled to debit fees and charges for services relating to card issue and card use by the cardholder and for the settlement of card transactions from the account holder's account, in accordance with the applicable current Table of Fees and Commissions referred to in the Agreement. The card issue fee is charged upon the issue of a card, regardless of whether the cardholder takes possession of the card.

1.10. These Conditions are Special Conditions within the meaning of the Bank's General Business Conditions ("**GBC**"). In the event of differences, the provisions of these Conditions take precedence over the provisions of the GBC.

## **2. CARD ISSUE**

2.1. A payment card application is made by the account holder at the Bank branch where the account holder's current account is maintained or through internet banking. The account holder must provide complete and accurate information. The account holder is fully liable for damage incurred by the Bank due to providing false or misleading information, including criminal prosecution.

2.2. Every cardholder may hold only one payment card of a particular type for one account or one combination of accounts denominated in different currencies.

2.3. The Agreement entered into between the Bank and the account holder is for a fixed term or open-ended. If entered into for a fixed term, the Agreement expires on the card expiration date. If the Agreement is open-ended, the Bank may issue to the account holder a new card automatically as of the expiration date of the original card, unless the account holder or the cardholder serves a written notice rejecting the issue of a new card **no later than six weeks prior to the expiration date** of the original card. The cardholder may apply for payment card renewal at an earlier date. If the card is not activated before the expiry date shown on the front side, the Bank has the right not to issue a renewal card. If the cardholder does not use the card for more than six months prior to the expiry date, the Bank has the right not to issue a renewal card.

2.4. A card is valid until the last day of the month and year indicated thereon. A card must not be used after the expiration date. If the cards are not returned to the Bank after its expiry, the account holder must destroy the cards by cutting through the magnetic strip and the chip, and must prevent access to data stored on the cards.

2.5. The cardholder must collect a payment card no later than **three (3) months** after making a payment card application. If not collected, the Bank can cancel and destroy the payment card. The account holder is not entitled to a refund of the monthly payment card maintenance fee and fees for supplementary services charged until the card is discarded.

2.6. The Agreement and/or a payment card application specify a maximum weekly transaction limits for every payment card. The limit restricts the maximum amount of payments made using a payment card in the course of one week. The account holder is informed of card parameters and limits upon signing the Agreement or submit a payment card application, or the cardholder is informed of its setting and its limits at the time of collecting the card. The cardholder may complete transactions using a card only up to the limit set by the account holder, where the cardholder must not overdraw the account in excess of the available balance within the meaning of the GBC. The cardholder may change card limits within the maximum weekly limits set by the account holder. The Bank may unilaterally reduce transaction limits due to security reasons, particularly in the event of a suspected unauthorized or fraudulent transaction. The Bank will inform the cardholder of such a reduction immediately.

2.7. The account holder is entitled to change payment card limits through internet banking, [mobile application](#), -call ~~centrum-centre~~ or ~~at the Bank branch~~ [by written request](#) up to the maximum limit for a given type of transaction.

2.8. The account holder is liable for all transactions regardless of the limit and must compensate the Bank for damage incurred as a result of the incorrect use of a payment card or any unauthorized overdraft exceeding the available account balance.

2.9. By entering into the Agreement, the account holder authorizes the Bank to settle **all** payments and transactions completed using a cardholder's card to the debit of the account holder's account, following the cardholder's receipt of the payment card.

2.10. A non-activated payment card is delivered by mail to an address specified in the application for issue of a payment card. In exceptional cases, payment card may be collected by the cardholder in person at the Bank branch. Upon receipt, a payment card must be signed by the cardholder in the signature strip [if there is a strip on the card](#). The Bank is not liable for any damage that may be incurred as a result of a failure to sign the card.

2.11. When delivered by the Bank to the future cardholder, a payment card is non-activated. The cardholder must only activate the payment card after its delivery. By activating the card, the cardholder confirms its actual delivery. The cardholder is prohibited from activating a card the cardholder does not have in his/her possession. The Bank is not liable for any damage that might be incurred by the account holder as a result of card activation carried out through electronic banking if the cardholder is not in actual possession of the card. The Bank may cancel a delivered card that is not activated within three months after the month of issue.

2.12. A payment card (application allowing ATM withdrawals and payments to merchants) is activated by the cardholder by any contact online ATM transaction completed using the correct PIN code (such as a balance inquiry or cash withdrawal) or through internet banking. The cardholder may also request activation upon collecting the card at the Bank branch.

### **3. PIN code, ePIN code, 3D Secure and mobile application PIN code**

3.1. PIN code is a personal identification number disclosed solely to the cardholder and used exclusively for authorization of payment card transactions. The cardholder can set the PIN code using Internet banking and subsequently transfer it to the card by entering the card into ATM and carrying out a contact online transaction (ATM cash withdrawal or account balance inquiry), or sent to the cardholder by registered mail to the address specified in the Agreement or payment card application. ePIN code (if the Bank made it available to the cardholder) is a personal identification number disclosed solely to the cardholder and used exclusively for authorization of 3D Secure payment transactions made by payment card. ePIN code can be set up by the cardholder in Internet banking, or it can be sent via SMS to the cardholder to the mobile number registered for 3D Secure. The cardholder must contact the Expobank customer service center during business hours for sending ePIN code via SMS. Mobile application PIN code is a personal identification number used for entering the mobile application unless the client uses biometric data for entering the mobile application.

3.2. If the PIN code is delivered by mail, the cardholder must ensure that the PIN envelope, particularly the security field containing the PIN code, is undamaged. If the PIN code envelope is damaged in any way whatsoever, the cardholder must request a damaged delivery confirmation from the Česká pošta, s.p. branch that delivered the envelope. In such a case, the Bank will issue a replacement payment card with a new PIN code free of charge. If the cardholder does not present a Česká pošta, s.p. confirmation, the Bank will charge a card replacement fee in accordance with the Table of Fees and Commissions.

3.3. The PIN ~~code~~, ePIN ~~code~~ ~~and~~ mobile application PIN code is known to the cardholder only. It is prohibited to mark the PIN code on the card, to keep it together with the card, or to disclose it to any person, including family members. **Allowing the PIN ~~code~~, ePIN ~~code~~ ~~and~~ mobile application PIN code to be disclosed to other persons is**



considered a gross violation of these Conditions and the Agreement. The cardholder must protect the PIN ~~code~~, ePIN ~~code~~ ~~and~~ mobile application PIN code from being disclosed when it is entered using a keyboard, for instance by covering the keyboard or using another suitable method. Any violation of this requirement, regardless of whether deliberate or due to fraudulent action or negligence is considered a gross violation of the Agreement. The account holder bears full liability for any and all losses incurred as a result of any payment transaction completed using the PIN ~~code~~, ePIN ~~code~~ ~~and~~ mobile application PIN code, not authorized by the cardholder, until such a transaction is reported to the Bank. The account holder must pay for all transactions completed using the correct PIN ~~code~~, ePIN ~~code~~ ~~and~~ mobile application PIN code and compensate the Bank for any losses incurred as a result of the disclosure of the PIN ~~code~~, ePIN ~~code~~ ~~and~~ mobile application PIN code.

3.4. The cardholder may change the PIN code. A PIN code change can only be made by making a contact online transaction at an ATM in the Czech Republic ~~or~~, through internet banking or mobile application, and then uploading a new PIN to the card via a contact online ATM transaction (ATM cash withdrawal or account balance inquiry). A PIN code change may only be made until six weeks prior to the card expiration date. ePIN code change can be made in the internet banking. In case the cardholder does not have an access to the internet banking, the cardholder can contact the Expobank customer service center during business hours and the new ePIN code will be sent the cardholder's mobile number registered for 3D Secure. Mobile application PIN code change can be made by the client in the mobile application.

3.5. For security reasons, the Bank advises cardholders not to use as the PIN ~~code~~, ePIN ~~code~~ ~~and~~ mobile application PIN code a number that can be easily guessed or worked out, such as four identical digits, a consecutive series of digits, the birth date of the cardholder or his family members, or a fragment of the payment card number and not to set up the same digits for PIN ~~code~~, ePIN ~~code~~ and mobile application PIN code.

3.6. If the PIN code is forgotten, the cardholder may change it in internet banking or mobile application and ~~—~~ subsequently upload the new PIN to the card via a contact online ATM transaction (ATM cash withdrawal or account balance inquiry) or apply to the Bank for the issue of a new PIN code in the paper form. In such case, the Bank issues for the client an envelope with original PIN code valid upon the issue of the payment card, even if the PIN code has been changed by the client.

3.7. 3D Secure is a standardized security protocol used for online card payments at merchants marked with MasterCard ~~ID Check~~ ~~Secure Code~~ logos. ~~—~~ Payment transactions where the security protocol is used ~~are may also be~~ authorized by a disposable code which is sent ~~throughout in the course of~~ the payment in the form of SMS and by entering ePIN code, or through a mobile application using biometric data or using a mobile application PIN code. Mobile telephone number, which is used for receiving the security code, is provided by the cardholder to the Bank via internet banking by filling in the Agreement or Application as per article 1.2 of the Conditions, by filling in the form at the Bank branch or by sending respective form provided with officially verified signature of the cardholder via post to the respective the Bank branch. Cardholder must protect the disposable 3D Secure code in order to prevent any misuse of the card. Any violation of this requirement, regardless of whether deliberate or due to fraudulent action or negligence is considered a gross violation of the Agreement. The account holder bears full liability for any and all losses incurred as a result of any payment transaction completed using the disposable code, not authorized by the cardholder, until such a transaction is reported to the Bank. The account holder must pay for all transactions completed using the correct disposable code and compensate the Bank for any losses incurred as a result of the disclosure of the disposable code. **Allowing the disposable code to be disclosed to other persons is considered a gross violation of these Conditions and the Agreement.**

#### 4. CARD USE

- 4.1. A payment card may be used by the cardholder in the Czech Republic and abroad for payments for goods and services purchased at retail and service outlets, for ATM cash withdrawals, for account balance inquiries, and for cash withdrawals at bank branches and currency exchange outlets identified by the MasterCard logo.
- 4.2. A contactless payment card may be used for contactless payments for goods and services at payment terminals that support the contactless technology. A payment is made by placing a payment card on the payment terminal. The limit for a contactless payment made without cardholder identification, such as the entry of the PIN code, for cards issued in the Czech Republic is CZK 500. The limit may be changed at any time. A payment terminal may refuse contactless payment at any time and, instead, request a standard payment (insertion of card into the payment terminal) with the entry of the PIN code. Contactless payment cards issued after 1.12.2017 can be used for contactless cash withdrawals or for account balance inquiries in bank machines supporting the contactless technology. The PIN code must be entered for all contactless cash withdrawals, regardless of the amount to be withdrawn. With some internet merchants the renewal or replacement card can working in case that the data of the original card are stored with such merchants.
- 4.3. Due to security reasons, particularly when an unauthorized or fraudulent transaction is suspected, the Bank reserves the right to refuse certain types of payment transactions, such as transactions where the card is not physically present, i.e. transactions by mail, telephone – so-called MO/TO transactions, Internet transactions, transactions originating in high-risk regions completed using the magnetic strip of a card, and the like, depending on the payment card type.
- 4.4. A payment card must not be used for a transaction that would be contrary to laws effective in the jurisdiction where such a transaction was to take place. The cardholder and/or the account holder bear full liability for any violation of this requirement, including liability for any losses and penalties. The Bank reserves the right not to allow selected payment transaction especially in accordance with law No. 186/2016 Coll., on gambling.
- 4.5. The Bank is not liable for the non-provision of services and damage incurred by cardholders directly or indirectly due to circumstances beyond the control of the Bank or its partners, including, without limitation, power outages, equipment failures, defects in data processing systems or transmission lines, work stoppages, and the like. Likewise, the Bank is not liable for a refusal to accept a card by a merchant or a branch of another bank.
- 4.6. The Bank is not liable for defects in goods or services paid for using a payment card.
- 4.7. A point of sale where a payment card is used may request an authorization for completing the requested transaction and only complete the transaction if it is authorized by the Bank or by an organization charged by the Bank.
- 4.8. The cardholder demonstrates his authorization to use a payment card for a transaction:
- by entering the PIN code if the payment card is used at an ATM,
  - ~~by entering the PIN code during a cashless or cash transaction when using a payment terminal at a business establishment; if a business establishment is not equipped with a PIN code verification device~~
  - ~~—, the cardholder must provide identification by means of handwritten signature on the transaction slip, which must be issued for every purchase (the signature must match the signature on the card)~~
  - by entering the payment card number, the expiration date, and the Card Verification Code (CVC) if the payment card is used for a card-not-present transaction, such as an online payment over the Internet.
  - internet non-cash payments via secured 3D Secure protocol ~~are may be~~ in addition to the authorization described in the previous article further authorized by a disposable SMS code and ePIN code, or by means of a mobile application using biometric data or a mobile application PIN code, in some cases further

~~authorization by ePIN code may be required.~~ The Bank reserves the right not to allow completing online payments when cardholder does not provide mobile telephone number for the service as per article 3.7 to the Bank. The Bank reserves the right not to allow completing online card payments by merchants who do not support 3D Secure. If 3D Secure security protocol is activated in the card, the Bank may authorize the online payment without using the 3D Secure security protocol. The Bank advises completing online purchases only in those e-shops (internet shops) which support 3D Secure authorization standard presented under the trademarks MasterCard [ID Check](#), [SecureCode](#).

4.9. No transaction authorized by the cardholder (for instance by entering the correct PIN code) may be cancelled.

4.10. If the account holder requests SMS notifications for authorized payment card transactions, the sum specified in an SMS notification sent for a transaction completed abroad is approximate only.

4.11. If the wrong PIN code is entered more than three times during a payment card transaction, the card is automatically temporarily blocked for security reasons. The card functionality will be renewed on the first day of the subsequent weekly transaction-limit period. The cardholder may request the unblocking of a card at the Bank branch, [contacting a call center](#), or by means of a message sent via Internet Banking.

4.12. If the incorrect PIN code is entered more than three times during an internet non-cash payment via 3D Secure protocol, the card is automatically temporarily blocked for internet payments due to security reasons. The card functionality will be renewed the following day.

4.13. The Bank may without prior notice cancel, in full or in part, the right to use a payment card by restricting, temporarily or permanently, its validity due to reasons including, without limitation, a violation of contractual conditions, account attachment (distrainment), unauthorized debit, suspicion of fraudulent action on the part of the cardholder or a third party, and security.

4.14. If the mobile phone number used for 3D Secure services is not under the control of the cardholder, particularly in the cases of loss or theft of the mobile phone with the respective number or change of the telephone number, cardholder must inform the Bank thereof immediately.

[4.15.](#) The Bank allows the cardholder to receive MasterCard MoneySend transactions. In providing these services, the Bank reserves the right to allow funds to be credited only to selected types of payment cards. The money transfer service can be used up to the limits set for MasterCard MoneySend services.

~~4.15. If the Bank provides this opportunity, the cardholder may be a member of the Neo Go bonus program, which consists of three parts: (i) Cash Back (ii) The Miles Program, and (iii) Concierge Services.~~

~~4.16. The provider of the Bonus Program is: SIA "Skyclub", Identification Number: 40103681024, Registered Address: Alises Street, 6-40, Riga, LV-1046, Latvia (the "Bonus Program Provider").~~

~~4.17. A cardholder who participates in the Bonus Program will have his/her account credited on the website of the Bonus Program Provider at <https://neo-go.eu> (the "Bonus Program Website"). By means of the Bonus Program Website, the cardholder can access his/her user interface ("User Account"), track the status of his/her balance in the Bonus Program, and if the User Account allows it, order the Bonus Program services. In order to login into the User Account for the first time, a cardholder should enter his/her mobile phone number, which he/she uses to access Internet Banking, and a one-time password code that will be~~

delivered to the cardholder via SMS. After the first login, the cardholder is required to set an individual password for the User Account.

#### 4.18. Description of the Cash Back service of the Bonus Program

4.19.1. By means of the User Account, the cardholder may reserve the services offered by the Bonus Program Provider. Upon payment of such service by a payment card issued by the Bank and at the latest 60 days after the service was provided, the cardholder will be credited with cash back to the current account or User Account in the amount specified by the Bonus Program Provider. Information about the amount and form of the cash to be refunded (Cash Back) is available in the User Account.

4.19.2. The cardholder is entitled to file a complaint for unpaid cash back with the Bonus Program Provider within 6 months from the date on which the service was provided. The complaint can be submitted by means of the User Account.

#### 4.19. Description of the Miles program of the Bonus Program

4.20.1. Special points will be credited to the cardholder's User Account for making a non-cash transaction executed by means of a payment card. This does not apply in case of:

4.20. (i) Cash withdrawals from an ATM, at the Bank's cash office or at other banks;

4.21. (ii) Payments for utility services (electricity, gas, water, internet connection, cable TV), bank charges, money transfers, deposits, loan repayments, payments made by means of internet banking;

4.22. (iii) Payments for betting and games (including internet betting and games), gambling or the purchase of precious metals.

4.20.2. Points accrued by the cardholder may be used to purchase services provided by the Bonus Program Provider. In case an order value exceeds the balance of points on the User Account, the cardholder may pay the difference in cash.

4.20.3. Points accrued by the cardholder are valid for three years from the date on which they have been credited to the User Account.

4.20.4. Points, the amount and form of which are set by the Bonus Program Provider, will be credited to the User Account in case of execution of a non-cash transaction which meets the abovementioned conditions for crediting points. Information about the amount and form of points credited to the User Account is available at the User Account. If the card is issued to an account which is denominated in a different currency than in EUR, the points will be deducted from the EUR currency converted at the appropriate rate announced by the National Bank of Latvia as valid on the settlement date of the transaction.

4.20.5. By ordering services mediated by the Bonus Program Provider, the cardholder enters into a contractual relationship with the provider of such a service and not with the Bank or Bonus Program Provider.

4.20.6. Unused points within the Miles program shall expire three (3) years from the date on which they were credited to the User Account.

#### 4.21. Description of the Concierge Services of the Bonus Program

4.21.1. The cardholder who participates in the Bonus Program may use the Concierge Services provided by the Bonus Program Provider. Within the framework of this part of the Bonus Program, the cardholder communicates with the Bonus Program Provider by means of mobile applications supported by the Bonus Program Provider from the phone number used by the cardholder to sign up for the Bonus Program.



~~4.21.2. By means of this Concierge Service, the cardholder may request, for example: information, booking and ticket delivery; car rental; hotel, house or apartment reservations; booking cinema tickets; booking and delivery of bus or train tickets; reservation and delivery of tickets for concerts and similar performances; delivery of medicines; booking a restaurant table; ordering a taxi; travel-related requirements; ordering and delivery of flowers; organization of guided tours; weather information; ordering and delivery of food; ordering of roadside assistance services; ensuring online check-in; insurance coverage and more.~~

~~4.21.3. By ordering services mediated by the Bonus Program Provider, the cardholder enters into a contractual relationship with the provider of such a service and not with the Bank. The Concierge Service provider and mediator is the Bonus Program Provider. Finding out all information concerning the Concierge Service is free of charge.~~

~~4.21.4. It is not possible to pay for services ordered within the Concierge Service with the points accrued in the Miles program, but only with the funds on the account.~~

~~4.22. In case of any questions or problems, the cardholder may contact the Bonus Program Provider, similarly as in the use of the Concierge service provided by the Bonus Program Provider in Czech, English and Russian. The Concierge service is available on a 24/7 basis.~~

~~4.23. The Bank may unilaterally exclude the cardholder from the Bonus Program if a reasonable reason exists for excluding the cardholder from the Bonus Program. Such a reason includes, without limitation, a situation where the Client makes incorrect or false declarations to the bank, where the Client carries out transactions that disproportionately increase the Bank's risk exposure, or where the Client's transactions are deemed by the Bank to be carried out with an ulterior motive. Furthermore the Bank may unilaterally exclude the cardholder from the Bonus Program if the cardholder has not, for more than six (6) months, spent the points which he has received under the Cash Back or Miles Program, or if he or she has not paid for any Concierge Service. When the bank excludes the cardholder from the Bonus Program, the Bank will inform the cardholder or account holder for whom the card has been issued via Internet Banking or e-mail. Exclusions from the Bonus Program are made without any refund of unused points earned under the Bonus Program.~~

## 5. TRANSACTION SETTLEMENT AND CLAIMS

5.1. Payment card transactions are debited from the account on a daily basis after they are processed by the clearing center. Upon authorization, Bank has the right to reserve the applicable transaction amount on the account holder's account. The reserved funds will be actually debited from the account holder's account only after the Bank receives all transaction information. The Bank does not review the grounds for orders submitted using a payment card. Until funds are debited from the account holder's account, the Bank is unable to review the grounds for a given reservation. If transaction details are not delivered to the Bank within the timeframe corresponding to the rules and customary practices of the MasterCard Association, the Bank cancels the applicable reservation. For selected merchant types, the reserved amount may be set as an estimate of costs expected to be incurred (hotel accommodation, car rental, etc.).

5.2. Settlement currency of the Bank for foreign currency transactions is EUR. Transactions in a currency other than the settlement currency (EUR) are converted by the MasterCard association from such currency to the settlement currency by official exchange rate of MasterCard association. Exchange rates used by MasterCard association may change during the day based on the development of rates of main currencies on the world currency markets. The bank is converting the settlement currency to the currency of the account to which transactions are debited using foreign currency sale exchange rate of the Bank in effect at transaction processing time.

- 5.3. The account holder acknowledges the method used for the settlement of payment card transactions completed abroad. No claim may be made regarding exchange differences relating to the settlement of payment card transactions completed abroad. Exchange differences may be due to a difference between the transaction and settlement dates or to a payment converted to a settlement currency and subsequently to the account currency. As to a credit transaction submitted by a merchant or another bank for an already completed transaction, the Bank bears no liability for any difference in the value of converted amounts arising from a delay between the settlement of debit and credit transactions.
- 5.4. If a payment card is issued for several accounts denominated in different currencies, the account holder acknowledges that card transactions are charged to the applicable account based on the transaction currency. If technically feasible in view of the authorization conditions, a transaction may be charged to an account denominated in a different currency which has a sufficient balance for settling the transaction at settlement time. However, the Bank is under no obligation to carry out settlement using such another account.
- 5.5. The account holder and a cardholder must verify promptly and regularly the accuracy of the settlement of payment card transactions using account statements or the Internet banking system to allow, among other reasons, making claims in a timely manner.
- 5.6. If a cardholder opts to have a foreign payment card transaction settled in CZK or another currency that differs from the transaction currency (for instance at a payment terminal, ATM, etc.), the transaction sum is always converted by the merchant using the merchant's exchange rate (the exchange rate and the converted sum are usually shown on the receipt). By subscribing signature or entering the PIN code, the cardholder certifies to have been informed of the employed exchange rate, any fees that may apply, and the final amount in the agreed currency, regardless of the domestic currency. No claims may be made concerning any exchange differences vis-à-vis the Bank exchange rate.
- 5.7. Any discrepancy concerning a payment card transaction ascertained by the account holder or the cardholder must be reported in writing immediately (without delay after detection) at the Bank branch, together with a request for the rectification of such a discrepancy. Together with a claim, the account holder or the cardholder must enclose all available documents (copies of account statements, copies of receipts, a sworn statement of the cardholder or the account holder disproving a transaction). the Bank may ask the cardholder or the account holder to provide additional documents regarding a disputed transaction. The cardholder or the account holder must assist the Bank as necessary in the processing of a disputed transaction. Until the end of the next working day after the Bank was notified by the account holder of an unauthorized payment, the Bank (i) regularizes the account from which the sum was debited so that it corresponds with the state of the account before the unauthorized transaction was debited or (ii) returns sum of the transaction including paid remuneration and loss of interests to the payer if the procedure stated in point (i) of this sentence is not applicable. Procedure according to the previous sentence is not applied if the account holder bears a loss from unauthorized payment according to these Conditions.
- 5.8. The account holder or a cardholder must make a claim without unnecessary delay (immediately after detection) using the applicable the Bank form within 13 months after a claimed transaction is charged to the account holder's account, in accordance with the the Bank Complaint Guidelines.
- 5.9. The account holder and/or the cardholder must inform the Bank if a claimed sum is refunded by the merchant.
- 5.10. The account holder or a cardholder may submit a claim concerning an erroneous transaction or another discrepancy, which is made in accordance with these Conditions and is rejected by the Bank, to the financial arbitrator who settles disputes between payment card issuers and cardholders (consumers) regarding the issue and use of electronic

payment means in accordance with the Financial Arbitrator Act (229/2002), as amended. The Financial Arbitrator is a non-judicial authority established by government competent to decide certain disputes at the financial market. For additional information, visit [www.finarbitr.cz](http://www.finarbitr.cz). The cardholder or the account holder may also file a claim with the Czech National Bank, Na Příkopě 28, 115 03 Prague 1, [www.cnb.cz](http://www.cnb.cz), the supervisory authority in charge of overseeing banking services. The cardholder or the account holder can also file a complaint with a court of law.

## 6. CARD PROTECTION, LOSS/THEFT

6.1. The cardholder must keep the card in a safe place, ~~separate from his personal documents~~, and prevent its misuse by unauthorized persons. The cardholder must refrain from allowing a third party to use the card. The cardholder must **prevent the disclosure of the PIN code, ePIN code or a mobile application PIN code, as well as disposable codes sent via 3D Secure to any third party**. The cardholder must not record the PIN code, ePIN code or a mobile application PIN code ~~in any way allowing another person to work out the PIN. The PIN code must not be recorded~~ in any form which would allow ~~its~~ their disclosure and **must not be kept together with the card**. Cards must be protected against mechanical damage and the effect of strong magnetic fields.

6.2. In the event of any doubt or suspicion of ATM fraud (such as stuck banknotes, presence of a scanning device allowing the copying of payment card data, or irregular cash disbursement) or in the event that suspicious persons are present near an ATM and attempt to intervene in a transaction, the cardholder must inform the Bank and the ~~Czech~~ Police immediately.

6.3. The cardholder must report card loss or theft immediately by contacting the authorization center of Global Payments Europe, which is open 24 hours a day. The contact can be found on the website [www.expobank.cz](http://www.expobank.cz). It is also possible to block the payment card through internet banking or mobile application.

6.4. A "Payment Card Loss-~~t~~, Theft-~~t~~, Finding" report may be made by a third party. Such a third party must inform the Bank of all circumstances concerning the loss-~~t~~, theft-~~t~~, finding of the payment card.

6.5. If the reporting person does not know the card number, other details must be provided based on which the card can be identified (cardholder's name, Birth Registration Number, account number, card issuer, and card type). The reporting person must not disclose the PIN code, ePIN code or a mobile application PIN code to any responsible ~~the~~ Bank employee.

6.6. The account holder is liable for all costs and any losses incurred due to using of lost or stolen card or a card misuse in an unauthorized transaction up to EUR 50 or equivalent. This limit on the account holder's liability only applies to cards issued for accounts of private individuals who are consumers, and only if (i) payment transaction was not caused by fraud, deliberately, or by negligent breach of any of the obligations stated in the Agreement or Conditions (ii) loss, theft misuse or unjustifiable use of the card have been reported to the Bank without undue delay. If the account holder not a private individual consumer, the account holder is fully liable and must bear the full amount of costs and losses incurred due to an unauthorized payment transaction arising from card misuse. The liability for the use of a lost or stolen card passes from the account holder to the Bank at the time a blocking request is made. If damage is incurred due to a gross violation of obligations committed by a cardholder, the account holder is liable for all related costs and losses with no limit.

6.7. As regards the calculation of losses arising from an unauthorized transaction, the reference date for claims made by the account holder is the date and time at which card loss, theft, or misuse report is made.

6.8. Following the receipt of a lost/~~stolen~~ payment card report, the Bank will block the card or place it on the stop list. The card will remain blocked until the blocking request is revoked in writing by the person who made the request. The Bank is authorized to block a payment card at its discretion to ensure payment card security, for example if the Bank suspects unauthorized or fraudulent payment card use or in the event of unauthorized account overdraft where the risk exists that the balance due will not be repaid.

6.9. The Bank may debit the account holder's account for any and all expenses and losses it incurs as a result of a failure to comply with these Conditions by persons holding cards issued for the account holder's account.

## **7. CARD CANCELLATION, AGREEMENT CANCELLATION AND EXPIRATION**

7.1. The Agreement expires on the last day of the card expiration date, unless another card has been issued by the Bank. The Agreement expires further upon being cancelled by either contracting party, or upon the cancellation of a cardholder's right to use a card.

7.2. An account holder may terminate the Agreement at any time or cancel the cardholder's right to dispose of it. Request of termination and cancellation must be made in writing and shall take effect on the day of its delivery to the Bank. The account holder undertakes to invalidate the card by cutting it through the magnetic tape and the chip and to prevent access to the payment card information.

7.3. If unable to return a card in accordance with the preceding paragraphs due to a serious reason, the account holder may apply to the Bank to block the card or place it on the stop list at the account holder's expense. In such a case, canceling the Agreement or revoking the cardholder's rights takes effect on the day the card is blocked or placed on the stop list.

7.4. The Bank has the right to cancel at any time in writing the Agreement or revoke a cardholder's right to use a card for all transactions or for selected transaction types only. Such cancellation or revocation takes effect on the day of being delivered to the cardholder. The account holder and/or a cardholder must return the applicable card to the Bank within five business days after the delivery of a cancellation or revocation notice latest. If a card is not returned by the above deadline, the Bank may block the card or place it on the stop list with no further notice at the account holder's expense. Regardless of the previous sentence, the account holder or the cardholder must destroy the card by cutting through the magnetic strip and the chip and must prevent access to data stored on the card in the event the card is not returned.

7.5. The expiration of the Agreement has no effect on the account holder's duty to settle all obligations ensuing from the use of the payment card. The account holder remains liable for all transactions completed using the card before it is returned, blocked, or placed on the stop list.

7.6. All payment cards issued for an account must be cancelled, namely one month prior to the closing of the account. Otherwise, the account must remain open for one month after the cancellation of all cards issued for the account.

## **8. EFFECTIVENESS**

8.1. These Conditions enter into effect on ~~July 12~~December 9, 2019 ("issue date") and into force starting on the issue date with regard to new Agreements. In relation to Agreements entered into prior to the issue date, these Conditions enter into force as of ~~September~~February 12~~11~~, ~~2019-2020~~ and supersede any and all previous versions of the Terms of Service.

8.2. In accordance with Article 44 of the GBC, the Bank may amend these Conditions unilaterally.

8.3. The Bank will inform the account holder and all cardholders in a suitable manner (via electronic banking, through the Bank website, on account statements, etc.) of any and all amendments to the Conditions and of any changes in the contact information for reporting lost and stolen cards as per Article 6.3 of the Conditions.