

**BUSINESS TERMS AND CONDITIONS
for keeping a credit card account and for the
issue and use of credit and charge cards of
Česká spořitelna, a. s.**

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I. FUNDAMENTAL PROVISIONS

1. **General principles.** These Business Terms and Conditions for keeping a card credit account and for the issue and use of credit and charge cards of Česká spořitelna, a. s. (hereafter only "**BTC**") regulate certain basic rules applicable to all relations arising between the Bank and the Client on the basis of contracts concluded in connection with provision of Bank operations, to the scope of credit and charge cards, as well as to the negotiations aimed at conclusion of such contract. These BTC further specify conditions of the mentioned Bank operations based on contracts concluded between the Bank and the Client and they replace all formerly issued Bank's business terms and conditions concerning credit and charge cards, including cards HORNBAACH ProfiCard. The BTC are the Special Business Terms and Conditions in the meaning of the General Business Terms and Conditions/GTC.
2. **Inseparable part of the Contract.** The BTC constitute an inseparable part of any contract or other arrangements between the Bank and the Client concluded in connection with relevant Bank operation under the condition that such contract or arrangement refers to them and the BTC are attached to such contract, or are known to the Client respectively. Should a relevant contract include a regulation different from the BTC, such regulation shall have priority over the regulation stipulated in the BTC.
3. **Change of the BTC.** In the interest of quality improvement of services provided to the Client, in relation to the legal environment and technology development, as well as in view of the Bank's business policy, the Bank shall be entitled to change these BTC. In such case, the Bank shall be obliged to inform the Client about a change in the BTC in writing or by using another permanent data media no later than 2 months prior to the date on which a change of the BTC should become effective according to the proposal. The Client and the Bank agree on irrefutable assumption that the Client accepted a proposal for a change of the BTC, should the Bank proposed such change within the stipulated time-limit, informed the Client about such fact and the Client failed to refuse such proposal for a change of the BTC by the time of the effective date of the BTC in writing. The Client's right to terminate a relevant Contract shall not be hereby affected.

The Bank shall be entitled to carry out a unilateral change of the business name of a product or a service and it is obliged to inform the Client about such change in a suitable manner and without undue delay. A change in the business name of a product or a service shall not affect the rights and obligations of contractual parties ensuing from the contract, and thus the contractual party shall not consider such change as the change of the contract on a product or a service concerned.
4. **Credit.** Credit shall mean the Bank's commitment to provide financial resources to the Client under the negotiated conditions or, according to the context, the provided and used financial resources.

5. **Client, Holder, Card account owner** The Client shall be any person designated as such in the General Business Terms and Conditions/BTC.

For the purposes of the BTC and the Contract, it shall apply that the Client shall also be the Card account owner. The card account owner is the Client with whom the Bank concluded the Contract and for whom the Bank opens and keeps the Card account.

The Holder is a physical person to whom the Card was issued for the purposes of its use. The name and surname of the Holder are designated on the Card. Unless specifically stated otherwise, all provisions of the BTC concerning the Holder shall apply as appropriate to the Client to whom the Card was issued.

6. **Credit relationship.** Relations between the Bank and the Client arising in connection with provision of the Credit, the issue and use of the Card, as well as in connection with opening and keeping the Card account by the Bank are governed by the Contract. Unless the Contract stipulates otherwise, the BTC, GTC and the Tariff shall apply to the relations between the Bank and the Client. Where the Contract regulates any condition differently from the BTC, GTC or the Tariff, the provision of the Contract shall have priority. Should the BTC regulate any condition differently from the GTC, the provision of the BTC shall have priority.

7. **Card account.** The Bank shall open the Card account for the Client concurrently with the approval of the Card account limit on the basis of a filed application, the Client's request or the Bank's internal decision. The Card account is determined for drawing the Credit and for payment of Receivables from credit, and it is kept in the Czech currency; the Card account number is provided to the Client upon takeover of the Card and it is further stipulated in the Card account statement. It is possible to arrange for the Services relating to the Card account

8. **Card.** Unless the BTC or the Contract stipulates otherwise or unless it ensues from the context otherwise, all types of Cards issued by the Bank and stated in article IV.1 of the BTC, including a private charge Card shall be considered the Card; this term includes the Basic card, the Supplementary card, the substitute card and the renewal Cards. Other Services according to article V.3 of the BTC may be contracted in relation to the Card.

ČS Cool card is the private credit card; unless the BTC explicitly stipulate otherwise, all provisions concerning credit Cards shall apply to the ČS Cool card as appropriate.

9. **Specification of terms.** Terms in the BTC and in the Contract written in capital letters or introduced with the first capital letter, both in singular and plural, have the meaning stipulated in the GTC, in article X of the BTC, in the Contract or in the Manual.

II. CREDIT RELATIONSHIP

1. **Application.** The application may be filed at any Business place, or possibly in another manner enabled by the Bank, in particular via ADK. In the case of the application filed in a manner other than personally at the Business place, the Bank may request such application to be confirmed in writing at the Business place. The application filed via the service SERVIS 24 Internetbanking by using a relevant internet site is confirmed only via this internet site. The Bank shall be entitled to control the data stated by the Client in the Application, in particular retroactively. The application constitutes a part of the Credit relationship to the scope to which it includes conditions of this Credit relationship, e.g. a variant and manner of repayment.
2. **Contract.** The terms and conditions governing provision of the Credit, the issue and use of the Card, as well as conditions for opening and keeping the Card account by the Bank are agreed in the Contract.
3. **Combined contract.** The Contract shall mean also any other contract concerning bank operations concluded between the Bank and the Client, on the basis of which two or more Bank's products are provided to the Client and the effectiveness of a part of the Contract concerning the Credit, Cards and the Card account is postponed. In such case, the Card is sent to the Client only on the basis of the relevant Contract (without filing the Application), while the Bank is

entitled to select the set-up of the Credit relationship at its own consideration (in particular as the scope of Services or a variant of repayment is concerned) and the effectiveness of the relevant part of the Contract is, inter alia, dependent on activation of the Card by the Client within and agreed time-limit.

4. **BTC.** The BTC regulate mutual rights and obligations of the Client and the Bank and they constitute an inseparable part of the Contract. The Client shall receive the BTC in a written form no later than upon conclusion of the Contract. Unless the Contract or the BTC stipulate otherwise, acts related to the contractual relationship are effected by the Client in writing.
5. **GTC.** The GTC regulate basic rules and conditions for Bank operations on the basis of contracts concluded between the Bank and the Client. In relation to the credit and charge Cards, the GTC regulate in particular the basic conditions concerning the issue and use of the Cards, settlement of Transactions, security and protection when using the Card and the PIN, or the procedure for filing claims.
6. **Manual.** The Manual is the Bank's information material containing general terms, information and instructions concerning the payment cards and their use, including Transaction limits, emergency assistance provided abroad, special cases of the Card use (e.g. deposit of cash through ATM), special types of Transactions and conditions for e-commerce. It further includes an overview of services and programmes provided by the Bank to the Clients depending on its current offer concerning the Cards and the Card accounts (e.g. the Bonus programme), as well as conditions stipulated by Associations. The Manual is available on the Home web site of the Bank and at any Business place in the printed form. The Manual is not part of the Contract. The Client is obliged to familiarize himself with the Manual and abide by its provisions.

III. CARD ACCOUNT

1. **Card account limit.** The Card account limit shall be the amount of the credit agreed in the Contract, sometimes also designated as the "agreed Credit limit".
2. **Card account maximum limit, Credit maximum amount.** *[this provision shall only apply to the credit relationships which are subject to the Credit Consumer Act and were established until Dec. 31,2010 (inclusive.)]* The Card account maximum limit is the amount up to which the Bank is entitled to increase the Card account limit; the Card account maximum limit represents the maximum credit amount in the meaning of the Consumer Credit Act. Unless the Contract stipulates otherwise, the Card account maximum limit amounts to CZK 500,000.-.
3. **Increasing and reducing the Card account limit.** To the extent permitted by applicable laws, the Bank shall be entitled to change the Card account limit in the manner and under the conditions stipulated further in this paragraph 3, whereas such change shall be communicated to the Client in the Card account statement or in another suitable manner.

The Bank shall be entitled to increase the Card account limit anytime according to its own consideration, in particular by using any of the following procedures:

- (a) Increase of the limit with immediate effectiveness; the Bank shall inform the Client about such fact without undue delay;
- (b) Increase of the limit with deferred effectiveness; in such case, the limit will increase if the Client fails to disapprove such increase within 20 calendar days of delivery of a notice on increase of the limit by the Bank.

In addition to cases concerning reduction of the Card account limit as a consequence of the breach of the Credit relationship according to articles VIII and IX of the BTC, the Bank is further entitled to reduce the Card account limit anytime according to its own consideration, taking account of the actual use of the Card account limit by the Client, in particular also in the case that the Credit relationship is not breached. Such limit reduction shall become effective as of delivery of a notice on such reduction, unless a relevant notice provides for a later effective date of the limit reduction.

A change in the amount of the Card account limit may occur also on the basis of an agreement between the Bank and the Client, made:

- (a) over a telephone, with the effective date of the change within 2 business days of it being agreed;
- (b) via SERVIS 24 Internetbanking, with the effective date of a change as of the day immediately following the day of acceptance of such change by the Client;
- (c) in writing, with the effective date of a change as of the day immediately following the day on which such change was agreed;

or possibly on a later effective date of such change, should it be agreed.

4. **Drawing the credit.** A Credit is provided for the purposes of cashless payment for goods and services by the Client. According to its possibilities the Bank shall enable the Client to draw the Credit also in another manner (e.g. in cash) or for another purposes than stipulated in the preceding sentence; such manner of drawing shall be subject to consideration and the thus drawn Credit or its part may be subject to a special interest rate; the price (fee) and the interest rate are stipulated in the Tariff and in the Notice.

Drawing the Credit from the Card account may be realized also on the basis of the Client's instruction to transfer the cash to an account in the Czech Republic determined by the Client, such instruction being made by a telephone, or possibly via another ADK. In such case, the provision on drawing the Credit for other purposes according to this paragraph 4 shall apply appropriately. The Bank shall usually prepare an instruction for the Client no later than 5 working days of its receipt (a longer time-limit shall be involved for instance in the case of selection of a Card design).

5. **Card account statements.** The Client is informed about the Card account available balance and about realized Transactions in the monthly Card account statement in the case that there was movement on the Card account within the Accounting cycle, or the account shows a debit balance at the date of the end of the Accounting cycle. Individual Transactions are, inter alia, identified by a date of Transaction realization and the date of Transaction settlement; the settlement date may be later than the date of realization, depending on the procedure of the Transaction processing by the Bank or a relevant Association. The statement is sent to the Client by an ordinary mail, or electronically via the service SERVIS 24 Internetbanking.

Depending on the Bank's instruction, the Client can also be informed about the Card account available balance in another manner, e.g. via the Bank's ATM or an ATM of another bank, via the service SERVIS 24 Interbanking or a SMS message; and the provision of such information can be charged. This information is however, owing to the possible recent, not yet recorded Transactions, intended for information purpose only and not always provides up-to-date written information on the amount of funds in the Card account.

IV. CARD

IV.1 TYPES OF CARDS

1. **Types of Cards.** The Bank issues the following types of Cards:
 - (a) ĀS Cool card;
 - (b) Private credit Cards;
 - (c) Company credit Cards and company charge Cards.
2. **Partner Cards and Special Cards.** At its discretion, the Bank may further issue other types of Cards, for which it is entitled to issue, as necessary, special business terms and conditions governing the use of these Cards. These cards are:
 - (a) Partner (co-branded) Cards issued by the Bank in cooperation with a partner (partners) from the commercial sphere, e.g. HORNBAĀ ProfiCard, when the Client, or possible also the Holder may acquire other advantages (benefits) for payments effected by such Card.

The Partner Cards are usually determined for customers of a relevant partner, the scope of provision

of services may be limited in case of these Cards and their use may be limited solely to the territory of the Czech Republic, or possibly solely to relevant commercial or sale outlets of such partner. The Application may also be filed in these commercial or sale outlets and the Card may be handed over there as well;

(b) **Special cards.**

Special cards are usually cards associated with participation in a specific program of the Bank, or are issued as the Bank's special product, e.g. the Visa Infinite card issued within a package of special products of Česká spořitelna called „Premier“, or include a different scope or content of Services. In the case of Special cards, a different scope of Services and a different client service may be provided by the Bank, and a different way of communication with the Bank may be used than specified in article VII of the BTC (e.g. special telephone line, special section on the Bank's Home Page).

Unless otherwise agreed in the Contract or in another document governing the Credit relationship, the provisions of the Business Terms and Conditions for the ČS Cool Card shall also apply to the Partner Cards and Special Cards.

3. **Basic card.** The Basic card is the Card issued by the Bank to the Client as the Card account Owner.
4. **Supplementary card.** The Supplementary card is the credit Card issued by the Bank at the Client's request to another Holder who is entitled to dispose of financial resources on the Card account on the basis of the Client's authorization.
5. **Exceptions concerning ČS Cool card.** In the case of the ČS Cool card, the Cards issued by the Bank are not divided into the Basic cards and the Supplementary cards. The provision on the Basic card shall apply appropriately to the Card issued to the Client; provisions on the Supplementary card shall appropriately apply to other Cards issued to other persons (Holders).

IV.2 CARD ISSUE

1. **Card issue.** The Card shall be issued to the Client only on the basis of the Application filed by the Client and conclusion of the Contract, except for the case of conclusion of the Contract according to article II, par. 3 of the BTC (combined Contract). There is no legal entitlement to the issue of the Card; the Bank is not obliged to inform about the reasons of possible rejection of the Application. Conditions for the issue of the Supplementary card are regulated in the BTC, in particular in this article IV.2.
2. **Dispatch and takeover of the Card and the PIN.** The provisions of the GTC with subsequent changes shall apply to the dispatch and takeover of the Card and the PIN:

In the case of conclusion of the Contract according to article II, par. 3 of the BTC (combined Contract), the PIN is sent to the Client, or to the Holder respectively, by the registered mail into their own hands, in particular to their mailing address.

Should the Card be issued to a person under 15 years of age, the Bank shall send the PIN by the ordinary mail to the Holder, in particular to his mailing address stated in the Application. When the Holder receives the PIN, his statutory representative shall take over the Card at a Commercial place selected for this purpose; the Bank shall issue the Card to the statutory representative of the Holder upon the statutory representative's written confirmation of the receipt of the PIN by the Holder.

The card HORNBACH ProfiCard will be handed over to the Holder personally at a partner's sales outlet. The Bank will send the PIN by the ordinary mail to the Holder's mailing address stated in the Application. After receiving the PIN, the Holder will come to take over the Card to the partner's sales outlet selected for this purpose no later than 60 calendar days of signing the Application; the sales outlet will hand over the Card to the Holder upon the Holder's written confirmation stating that he received the PIN.

If the Client or the Holder does not collect the Card from the Commercial place which he selected for the Card takeover, or if the Card mailed to the Client is returned to the Bank as undeliverable, the Bank is entitled to liquidate the Card. In

such case, the Client is not entitled to the refund of the fee paid in connection with the issue of the Card.

3. **Automatic exchange of the Card, renewal Card.** Prior to the expiry of the existing Card, the Bank will issue automatically the renewal Card with the same Card number and the PIN for the next determined period, subject to satisfaction of conditions governing the Credit relationship. In this case, the Bank will not send the PIN to the Holder. Should the Card be included in the Ban on Cards file, the new renewal Card will not be produced.

Within the automatic exchange of the Card, the Bank reserves the right to issue a renewal Card incorporating new functionalities.

4. **Supplementary card.** The Client shall be entitled to ask the Bank to issue the Supplementary card anytime in the course of duration of the Credit relationship. The Bank shall not be obliged to satisfy this request. The Client shall be responsible for the Holder's use of the Supplementary card in compliance with the Contract, the BTC and the GTC.

All notices including the Card account statement will be sent or handed over in compliance with the BTC and the Contract to the Card account Owner. All notices sent or handed over to the Card account Owner or the Supplementary card Holder shall be considered sent or handed over to both of them. The Card account Owner and each Supplementary card Holder agrees to be bound by all instructions and requirements submitted by any one of them.

The Card account limit is always joint for the Card account Owner and all Supplementary card Holders relating to the same Card account.

The Card account Owner authorizes the Bank to provide, according to its own consideration, necessary information about the Owner or the Card account to the Card account Holders exercising their rights in compliance with the BTC and the Contract.

The Card account Owner is entitled to cancel the use of the Supplementary card anytime. The Supplementary card Holder is entitled to cancel the use of his Supplementary card. Relevant duties and obligations of the Card account Owner and Supplementary card Holders ensuing from the Credit relationship will survive cancellation of the Supplementary card.

V. SERVICES

V.1 INFORMATION ON SERVICES

1. **Use of Services.** Unless the Bank stipulates otherwise, the Client shall be entitled to use the Services only in relation to the Card account agreed in respect to the ČS Cool card. The Bank shall be entitled to change the conditions governing provision and scope of the Service; it shall inform the Client about these changes in a suitable manner, whereas changes concerning prices shall be stipulated in the Tariff. The BTC include solely the basic division of Services. More detailed information on the scope and conditions governing provision of Services are included in the Manual, or in the insurance conditions issued in respect of a relevant Service respectively.
2. **Overview of Services.** Services are divided into the Basic services, Optional services and Services that can be additionally purchased.
3. **Basic services.** The Bank may provide the Basic services to the Client at his request according to the Bank's possibilities, and the Bank may decide on consideration for the provision of these Services.
4. **Optional services.** The Client may choose the number of Optional services himself, in particular in the Application when opening the Card account. The Client may change the set-up of the Optional services in the course of duration of the contractual relationship in the manner and under the conditions stipulated by the Bank. Depending on the number of selected Optional services, a relevant range of the Card account, price for the management and keeping the Card account and the length of Interest-free period are determined. The price for the management and keeping the Card account is determined according to the number of Optional services (range) agreed at the last day of the relevant Accounting cycle. The data on individual ranges and relevant prices for

administration and keeping the Card account are stipulated in the Tariff.

5. Services that can be additionally purchased. Services that can be additionally purchased are provided by the Bank in connection with each Card account for the price (fee) the Client is obliged to pay separately and in the amount stipulated in the Tariff.
6. Change of Services. Only the Bank shall be entitled to carry out any changes concerning the Basic services. Should the Basic services become subject to consideration, the Client shall be entitled to cancel these Services under the conditions stipulated by the Bank. The set-up and changes of Optional services and Services that can be additionally purchased may be carried out solely by the Card account Owner under the conditions determined by the Bank, in particular personally at a Commercial place, on the basis of a written application, or over the telephone respectively, following the prior authorization by the Card account Owner. Unless it is stated otherwise in respect of a specific Service, a change of the Service will be set up on the day following the day of its agreement.

The Client is entitled to carry out a change in the number of Optional services related to the change of the range of the Card account only once during the Accounting cycle. The Bank may enable the Client to carry out also more frequent changes.

In the case that the Service provided to the Client depends on an additional factor (e.g. existence of a valid contract on supplementary pension insurance) and the Service cannot be provided because such a factor does not exist or ceased to exist, or on grounds of incorrect information given by the Client, the Bank is entitled to unilaterally terminate provision of the Service. This however does not deprive the Client of the possibility of contracting the Service again any time in the future. This provision does not affect the Client's obligation to pay a fee for this Service until the time of termination of the Service.

V.2 INSURANCE OF CAPABILITY TO PAY

1. Type of insurance. The Bank offers its Clients for selected Cards, at its discretion, the insurance of capability to pay to the scope of the Insurance set A or Insurance set B.
2. Accession to the Insurance of capability to pay. Should the Client comply with the conditions of the Framework agreement governing accession to the Insurance of capability to pay, such accession may be agreed in the Contract or in the amendment to the Contract (for the purposes of this article V.1 of the BTC, an amendment shall be also the Client's written application for a change of contractual conditions, i.e. the so-called change list, accepted by the Bank) or over a telephone; accession shall be effective at the day of conclusion of the Contract, or at the effective day of the relevant part of the Contract respectively, in the case of conclusion of the Contract according to article II, par..3 of the BTC (combined Contract), or at the date of conclusion of the relevant amendment to the Contract or at the date of telephonic accession. At the date of acceding to the Insurance of capability to pay, the Client represents that:
 - (a) The Client was acquainted with the Framework agreement and took over the General insurance conditions and agrees with them and with his insurance in compliance with these documents in the case of his death, disability and sickness leave (Insurance set A), or in the case of his death, disability, sickness leave and unemployment due to loss of job (Insurance set B);
 - (b) he is under 60 years of age;
 - (c) he is healthy according to his own knowledge;
 - (d) he is not a recipient of an old-age or disability pension;
 - (e) he is not in regular medical care, nor under a regular medical supervision as a consequence of determined chronic illness with permanent use of medicaments;
 - (f) he is not on sickness leave and in the course of the last 12 months he was not on sickness leave for a period exceeding 30 consecutive days;
 - (g) if the Insurance set B is involved and the Client is not a self-employed person, he is employed in the employment relationship for an indefinite period of time, he was employed in the employment relationship for the uninterrupted period of the preceding 12 months, he is not in the trial period and within the past 3 months prior

to conclusion of the Contract (effective date of the relevant part of the Contract, conclusion of the amendment or the telephonic accession) he did not give or was not given the notice of termination in respect to the employment relationship, he did not cancel the employment relationship immediately and such employment relationship was not cancelled and he did not send proposal for termination of the employment relationship by an agreement;

- (h) he agrees with the fact that the Insurer is entitled to request the data on his health condition for the purposes of investigation and liquidation of insured events according to § 50(1) of the Act No. 37/2004 Coll., on Insurance Contract and on Changes of Related Acts, as subsequently amended; and
- (i) he takes account of the fact that:
 - (i) any intentional concealment of facts decisive for the conclusion of the Insurance of capability to pay or untrue statement will result in withdrawal from the insurance and its cancellation since the very beginning; should it be an intentional concealment of facts decisive for conclusion of the Insurance of capability to pay or untrue statement of only one of the Clients, only the remaining Client shall be further insured on the basis of the Framework contract, should he be insured; and
 - (ii) in the case of the Client's default in performance of monetary obligations ensuing from the Credit relationship, the Bank shall be entitled on the basis of the Framework contract to terminate his insurance unilaterally without his consent according to the Framework contract and to stop payments of insurance contributions to the Insurer, in particular with all related consequences and without possibility to request compensation of the caused damage from the Bank.

3. Creation and scope of Insurance of capability to pay. Insurance of capability to pay shall be concluded in respect of the insured amount stated as the risk level in the Framework contract. The beginning of the insurance shall be the date of signing the Contract, or effective date of the relevant part of the Contract respectively, or the date of signing the amendment to the Contract, or the date of telephonic accession; the end shall be at 24.00 o'clock on the day on which effectiveness of the Contract terminates, unless the Framework contract stipulates otherwise.
4. Payment for maintaining insurance. The payment for maintaining insurance is paid on the monthly basis and it is calculated from the Total amount due at the last day of the Accounting cycle by using the percentage rate stipulated in the Tariff; the payment shall not be credited to the Credit principal and it shall be payable on dates and in the manner agreed for payment of the Credit principal. The Client takes account of the fact that this payment is not included in RPSN in compliance with the provision of § 2, letter a), point 5 of the Consumer Credit Act. In the case of an insured event, the right to the entire insurance benefit in respect of the insurance based on the Framework contract shall arise to an entitled person or heir beneficiary in the case of death of the Client as the insured person.

V.3 OTHER SERVICES

1. Other services provided by the Bank. According to its possibilities, the Bank may provide to the Holder also other services than the Services in relation to the Card, or the Card account respectively, e.g. the Card and personal belongings insurance or travel insurance. The information on the scope and conditions governing provision of services may be acquired in the Manual, at any Commercial place or on the Bank's Home page.
2. Selection of the Card design. The Bank enables the Client to select the Card design. Conditions governing this service are stipulated on the Bank's Home page or in the Manual. The Bank shall be entitled to refuse the draft design without a reason. By dispatching the completed application for the design the Client confirms correctness, truthfulness and completeness of the stated data and he commits himself to compensate costs, or damage caused in this connection respectively, to the Bank.

VI. PAYMENT

VI.1 JOINT PROVISIONS

1. **Payment.** The Client is obliged to settle the Total minimum payment, or the Total payment respectively, by the stipulated Due date. The Client is obliged to pay the Receivables from Credit to the Card account. Any Receivable from Credit is considered settled when credited to the Card account. The Client is obliged to pay all Receivables from Credit in the Czech currency.
2. **Due date.** Due date is stipulated in the Card account statement and it means the due date of the Total minimum payment, or the Total payment respectively. The fact that the Client fails to receive the Card account statement shall in no way affect the Client's obligation to settle the Total minimum payment, or the Total payment respectively by the Due date.
3. **Total minimum payment.** The Total minimum payment shall apply to the ČS Cool card only and to credit Cards and it represents the amount the Client is obliged to pay after the end of each Accounting cycle. The manner of calculation of the amount to pay is further stipulated in this article VI of the BTC for individual types of credit Cards; the amount of the payment is stipulated in the Card account statement.

The Client will not pay the Total minimum payment in the case of the automatic set-up of 100% collection of the Total outstanding amount.

The Client is not further obliged to pay the Total minimum payment in cases when the amount of the Current minimum payment according to the Card account statement is less than the limit stipulated by the Bank in the Notice. However, this exception shall not apply, should the Client be in default in performance of any Receivable from credit. Should the Client intend to use the Interest-free period, the Client shall be obliged to pay the Total outstanding amount in the manner and within the time-limit stipulated in paragraph 12 of this article VI.1 of the BTC.

4. **Total payment** The total payment shall apply to charge Cards and to the cases when the Client arranged for the automatic set-up of 100% collection of the Total outstanding amount, representing the amount the Client is obliged to pay after the end of each Accounting cycle. The amount of the Total payment corresponds to the amount of the drawn Credit, including all interest on Credit and prices (fees) in respect of the relevant Accounting cycle. The amount of the Total payment is stipulated in the monthly Card account statement.
5. **Total outstanding amount.** The Total outstanding amount is the amount corresponding to the debit balance of the card account at the date being the end of the Accounting cycle, and stated in the Card account statement.
6. **Basic collection account.** The Basic collection account (Account) is the bank account determined by the Client for payment of Receivables from credit. Unless the BTC or the Contract stipulate otherwise, or unless the Client agrees with the Bank otherwise, the Client shall not be entitled to cancel the Account for the entire duration of the Credit relationship and he is obliged to maintain sufficient financial resources in the account for payment of Receivables from credit. The Account may be kept by the Bank, or possibly by another financial institution and, as priority, the Bank shall pay (collect) from this Account the Total minimum payments, or the Total payments respectively, in cases when the Client fails to comply with his obligation to pay in another manner. By signing the Contract, the Client (Card account Owner) gives the order to pay all Receivables from credit and agrees with the settlement of the Total minimum payment, or the Total payment respectively, to be credited to the relevant Card account by collection from the Account in the case that he fails to comply with his obligation to pay in another manner.

In this connection, the Client understands that the approval for collection from the account can only be given by the card account holder or a person authorized to use the account.

In the case of the ČS Cool Card, holding an Account is not a precondition for the Credit relationship, except in the case when the Client arranged for automatic set-up of 100% collection of the Total outstanding amount.

7. **Approval of collection.** In the case that the settlement of Receivables from credit is effected in the form of collection

from the Account, the Client gives his consent to the Bank to effect settlements of regular payments and other due Receivables ensuing from the credit without his orders and notifications until their full payment from the Account. For the purposes of payment of Receivables from credit, the Bank shall arrange for Client's approval of collection, should the Account be kept by the Bank. Should the Account be kept by another bank, the Client commits himself to arrange for the approval of collection in respect to the Account and he explicitly approves such manner of payment of Receivables from credit.

The Bank's entitlement to the set-off and collection of other Client's accounts kept by the Bank according to the GTC shall not be hereby affected. Should the Bank be unable to effect collection (in particular due to insufficient financial resources in the Account, or due to non-existence of the Account, etc.), the Bank shall be entitled to assert remedial measures according to article IX of the BTC.

8. **Change of the Account.** Should a change of the Account occur, the Client shall be obliged to inform the Bank about the new Account number and the new bank connection. The same Client's obligations and Bank's entitlements stipulated in this article VI of the BTC shall apply to such changed Account, including the Client's obligation to arrange for approval of collection in respect of the Account for the benefit of the Bank. The Client shall be obliged to arrange for such change sufficiently in advance prior to the due date of the next subsequent payment or another Receivable from credit.
9. **Parallel payments.** Should an amount due be paid to the Card account by the Client and concurrently by collection, the banks shall not return the amount exceeding the required Total minimum payment, or the Total payment respectively, and the Client shall be entitled to draw it by using the Card.
10. **Substitute terms.** Should the due date of any amount falls on the day other than the Business day, such amount shall be due on the immediately preceding Business day.
11. **Interest bearing interest.** Interest shall apply as of the day (including) of drawing the Credit till the day (including) immediately preceding the day of actual repayment of the Credit. Interest shall be charged to the Client for each Accounting cycle and it shall be debited to the Card account. The Bank shall inform the Client about the amount of interest for the relevant Accounting cycle in the Card account statement.

When calculating the interest, the Bank shall base the calculation on actual number of days and the fixed 360-day calendar year.

The level of the interest rate is stipulated as the annual interest (p.a., *per annum*) (always applies to the Contracts concluded after January 1, 2011, which are subject to the Consumer Credit Act) or as the monthly interest (p.m., *per mensem*). The Bank shall be entitled to apply various interest rates in respect to relevant drawn amounts, depending on the manner of drawing the Credit. The level of the interest rate is agreed in the Contract, or it is stipulated in the Notice respectively.

The Bank shall apply a different interest rate in particular in the following cases:

- (a) In the case of drawing the Credit in another manner or for another purposes than cashless payment for goods or services;
 - (b) In the case that the Interest-free period applies;
 - (c) In the case of temporary reduction of the Interest rate applicable to the Credit by the Bank; The Bank shall inform the Client about such change in the Card account statement or in another suitable manner.
12. **Interest-free period.** The Interest-free period is the period for which no interest in respect to the Credit is charged to the Client. The Interest-free period shall apply only to credit Cards (including ČS Cool card) and only in respect of the amounts drawn for the purposes of cashless payment for goods and services (except for Cash Back, Cash Advance and Quasi Cash Transactions on the basis of which the Credit is drawn), should the Client pay the Total outstanding amount in respect of the relevant Accounting cycle in such manner that the Total outstanding amount is credited to the Client's card account by the Due date (including). The Interest-free period shall not apply to the amount drawn from the Credit for the purposes other than stipulated above and

the thus drawn Credit or its part shall be subject to the relevant interest rate. The fact that the Client did not receive the Card account statement has in no way impact on the Client's obligation to pay the Total outstanding amount as the condition for granting the Interest-free period. Should the Client fail to pay the Total outstanding amount by the Due date (including), the Interest rate shall apply to the drawn Credit or its part as of the day of Transaction settlement.

13. Repayment programs. Based on a special agreement concluded between the Client and the Bank as a special arrangement relating to the Contract in question, it can be arranged that the Credit or its part shall be repaid according to a repayment schedule in regular instalments consisting of repayment of Credit principal and payment of related interests.

VI.2 SPECIFIC PROVISIONS

A. ČS COOL CARD

1. Total minimum payment. The Total minimum payment is the amount defined in the Application according to the Client choice, in particular as:
 - (a) Percentage payment, i.e. the sum of 3.2% of the amount of the drawn and unpaid Credit and 100% amount of interest on the Credit and prices (fees) charged by the Bank in a relevant Accounting cycle, or
 - (b) Fixed payment according to the following rule:
 - (i) should the fixed payment exceed the sum of all interest on Credit and prices (fees) charged by the Bank in the relevant Accounting cycle, the Total minimum payment shall correspond to the regular fixed payment stated in the Application;
 - (ii) should the fixed payment be lower than the sum of all interest on Credit and prices (fees) charged by the Bank in the relevant Accounting cycle, the Total minimum payment shall correspond to the above stated sum of interest on Credit and prices (fees);
 - (iii) should the Card account limit be exceeded, the Total minimum payment shall correspond to the sum of all interest on Credit and prices (fees) charged by the Bank in the relevant Accounting cycle and the amount corresponding to such exceeding.
2. Total outstanding amount. Should the Client arrange for the automatic set-up of 100% collection of the Total outstanding amount, the Client shall be obliged to arrange for sufficient financial resources in the Account for the purposes of payment of such amount, in particular within 4 business days prior to the due date of the Total outstanding amount at the latest, should the Account be kept by another bank, or 3 business days prior to the due date of the Total outstanding amount, should the Account be kept by the Bank.

Should the Total outstanding amount fail to be paid by the automatic set-up of 100% collection due to insufficient financial resources in the Account, the Bank shall be entitled to effect the payment of a relevant Total minimum payment from the Account.

3. Due date. The due date of a relevant payment shall be determined depending on the selected length of the Interest-free period; the Due date shall be always stated in the Card account statement.

B. CREDIT CARD KREDIT+

1. Total minimum payment. The Total minimum payment corresponds to the sum of 5% of the amount of drawn and unpaid Credit and 100% of the amount of interest on Credit and prices (fees) charged by the Bank in the relevant Accounting cycle.
2. Due date. The Due date of a relevant payment shall be always the 15th day after the end of each Accounting cycle at the latest.

C. CHARGE CARDS

1. Due date. The due date for a relevant payment is always the 5th day after the end of each Accounting cycle at the latest.
2. Private charge Cards. All provisions concerning the charge Cards shall apply appropriately also to private charge Cards issued by the Bank.

D. COMPANY CREDIT CARDS

1. Total minimum payment. The Total minimum payment shall correspond to the sum of 5% of the amount of drawn and unpaid Credit and 100% amount of interest on Credit and prices (fees) charged by the Bank in the relevant Accounting cycle.
2. Due date. The Due date of a relevant payment shall always be the 20th day after the end of each Accounting cycle at the latest.
3. Interest-free period. The Interest-free period shall apply also in relation to drawing the Credit in cash by using the Card.

E. HORNBAACH PROFICARD

1. Total minimum payment. The Total minimum payment shall correspond to the sum of 25% of the amount of drawn and unpaid Credit and 100% of the amount of interest on Credit and prices (fees) charged by the Bank in the relevant Accounting cycle.
2. Due date. The Due date of a relevant payment shall be always the 15th day after the end of each Accounting cycle at the latest.

VII. COMMUNICATION WITH THE BANK

1. Information on Cards and related services of the Bank. The Bank publishes current offer of Cards in its information materials available in all Commercial places and further on the Bank's Home Page (www.csas.cz).

Information line ensuring the service for the Clients is available to the Clients for 7 days a week, 24 hours a day, via the following free telephone information line in the Czech Republic: 800 207 207; in the case of telephone calls from abroad, the following telephone number may be used: +420 582 405 901.

In specific cases, particularly in the case of Special cards, communication between the Bank and respective Clients can be made through special, for this purpose determined communication channels (e.g. telephone line, internet site or email); the Bank shall inform the Client about such means of communication in a suitable manner.

2. Rules for use of the Information line. The Information line is a telephone service for the Card account Owners and Holders through which the Bank (after sufficient verification of the identification data of the Card account Owner/Holder) provides, according to its possibilities, e.g. information on the issue and use of Cards, information on the Card account Available balance, on effected Transactions and it enables the private Card Holder being concurrently the Card account Owner to change the mailing address and/or the address for sending the PIN, change of transaction limits and possible other data, unless the written form is necessary, as well as sending a duplicate of the account statement.

The Client takes account of the fact and agrees that telephone calls realized between the Holder and the Bank are recorded by the Bank's technical means and archived. The Client and the Bank agree on use of the records as the evidence for resolving claims or for the purposes of protection of the Bank's or the Client's justified interests before courts or administrative authorities. Information line shall be realized via telephone lines under no control of the Bank, and thus the Bank shall not be liable for possible damage caused to the Client in this connection.

3. Remote communication means (ADK). When communicating with the Client, the Bank shall be entitled to use the means enabling remote communication; the Contract may also be concluded in this manner.
4. Password protection. In the case that within the Credit relationship a password for remote communication with the Bank was agreed or allocated by the Bank to the Client or the Holder, the Holder shall be obliged to keep the password secret under the same conditions as applicable to the protection of the safety data (PIN) and the Card. If necessary, a change of the password is possible.
5. Force Majeure. The Bank shall not be responsible for failure to provide services and for damage caused, directly or indirectly, to the Clients due to circumstances beyond control, possibilities and competence of the Bank, the Associations or

any of their partners, such as, in particular, interruption of energy supply, failures of machines, non-functioning of the data processing system or transmission lines, strikes etc. The Bank shall not be responsible for rejection of sales point or payment place to accept the Card for payment of goods and services or for cash withdrawals.

VIII. BREACH OF CREDIT RELATIONSHIP AND OTHER SIGNIFICANT FACTS

1. Breach of Credit relationship. The following facts shall be considered breach of Credit relationship:
 - (a) Some of the Clients representations in the Application, in the Contract or in another document handed over to the Bank in connection with the Credit relationship, proved to be untrue or incomplete;
 - (b) the Client is in default in payment of the Total minimum payment, or the Total payment respectively;
 - (c) the Card account limit was exceeded;
 - (d) the Client is in default in performance of non-monetary obligation ensuing from the Credit relationship.
2. Other significant facts. Another significant fact shall mean, regardless of its cause, any of the following facts, should the Bank arrive to the conclusion on the basis of its expert opinion that such fact could have unfavourable impact on the Client's capability to comply with his obligations ensuing from the Credit relationship:
 - (a) The Client fails to inform the Bank in writing without undue delay about all facts concerning a change of the data stipulated in the Application, unless the BTC stipulate otherwise;
 - (b) The Client is bankrupt or is endangered by bankruptcy;
 - (c) Insolvency proceedings are conducted against the Client, or the Client is in danger of such proceedings;
 - (d) The Bank receives a judicial resolution, an execution order or a similar decision on execution of a decision by ordering a receivable from the Account or the Card account;
 - (e) The Client is in default in performance of the Contractual obligation or duty ensuing from a legal regulation;
 - (f) The Client is in default in performance of any of its monetary obligations against a third person;
 - (g) Further continuation of the Credit relationship or performance of a Bank's obligation ensuing from the Credit relationship would cause breach of a legal regulation stipulating the Bank's obligations, or would have another negative impact on the legal position or management of the Bank;
 - (h) After conclusion of the Contract, significant deterioration of Client's financial or property situation occurs that could, according to the Bank's justified opinion, endanger performance of the Client's obligations against the Bank, as ensuing from the Contract;
 - (i) another event occurred that could have, according to the Bank's opinion, substantial unfavourable impact on the Client's capability to perform duly and timely his obligations ensuing from the Credit relationship.

IX. CONSEQUENCES OF BREACH OF CREDIT RELATIONSHIP OR OF OCCURENCE OF OTHER SIGNIFICANT FACTS

1. Remedial measures. Should the Bank determine one or more breaches of the Credit relationship or another significant fact as specified in article VIII of the BTC, the Bank shall be entitled, according to its own consideration, to apply measures stipulated further in this article IX of the BTC separately or concurrently, all at once or gradually, taking account of their seriousness and other circumstances; the Bank shall not be responsible to the Client for possible damage caused in connection with application any of these measures.
2. Procedure and obligation concerning remedy. The Bank shall be entitled to propose adequate measures to the Client in writing, in order to remedy a negative situation and, in such case, the Client shall be obliged to comply with the imposed

remedial measures within the time-limit stipulated by the Bank.

3. Suspension or refusal to draw the Credit. The Bank shall be entitled to suspend or refuse the Client's right to draw the Credit with final validity; the Bank shall inform the Client about such measure in writing.
4. Placing Cards into the Ban on cards file. The Bank shall be entitled to place all Cards issued in respect to the Card account into the Ban on cards file.
5. Reduction of the Card account limit. The Bank shall be entitled to reduce the Card account limit with the effective date as of delivery of the notice on such reduction, unless the relevant notice stipulates later effective date of the limit reduction.
6. Declaration of not yet due amounts payable. The Bank shall be entitled to declare the Credit and all other not yet due Receivables from Credit, or the part thereof, immediately payable; the Bank shall send the notice of such measure no later than on the day of its realization. The Client shall be obliged to pay its due obligations within the time-limit stipulated by the Bank; should the Client fail to do so, he shall be in default.
7. Withdrawal from the Contract. The Bank shall be entitled to withdraw from the Contract. Withdrawal shall become effective on the day of delivery, unless the document on withdrawal stipulates a later date. Upon withdrawal from the Contract, all Bank's receivables from credit relationship established by the Contract from which the Bank withdrew shall become payable and all the Bank's and the Client's rights and obligations ensuing from the relevant contractual relationship shall cease to exist, except for exceptions stipulated by law (e.g. § 351 of the Commercial Code).
8. Notice of Termination of the Contract. The Bank is entitled to give a notice of termination of the Contract effective at the date of the notice delivery to the Client. Should the notice of termination be returned to the Bank as undeliverable consignment, the Contract shall expire on the day of the consignment's return to the Bank. Unless the Bank states a later time-limit in the notice of termination, the Client shall be obliged to pay all Receivables from credit to the Bank at the effective date of the notice.
9. Procedure in the case of exceeding the Card account limit. In the case of the exceeded Card account limit, the Bank shall be entitled to add the corresponding exceeded amount to the Total minimal payment in the full amount, or to include such amount into the Total outstanding amount or the Total payment. The Bank shall be entitled to proceed similarly in the case of existence of overdue credit Receivables from the preceding Accounting cycle (preceding Accounting cycles).
10. Interest on default. In the case of default in payment of any Receivable from Credit, the Client shall be obliged to pay interest on default in respect to the outstanding amount to the Bank for the period from the first day in default (including) to the day preceding the payment of the outstanding amount (including). In the case of private cards, the interest on default shall be governed by relevant legal regulations; in the case of company cards, the amount of interest on default shall amount to 29% p. a. (credit Cards), or 25% p.a. (charge Cards) respectively. In such cases, the Bank shall be further entitled to request payment of prices (fees related to the management of the Credit in default and to the possible recovery of the Credit, in particular in the amount according to the Tarif valid at the time of accounting for the price (fee) for the carried out act

The Bank shall be entitled to charge the interest on default regularly, always on the settlement day. Claim of interest on default by the Bank shall not affect the Bank's entitlement to request also the payment of regular interest in the amount of the Interest rate in addition to the interest on default.

11. Damage compensation. Should the Credit relationship be breached or should another significant facts in the meaning of article VIII of the BTC occur, the Bank shall be entitled to request compensation of damage from the Client (including lost profit and additional costs incurred directly or indirectly in connection with recovery of the Receivables from credit, etc.), caused to the Bank in connection with occurrence of the fact concerned or with application of the measure stipulated in this article IX of the BTC.

X. JOINT PROVISIONS

1. Specification of terms.

“**Alternative distribution channels**” (ADK) remote communication means in the meaning of § 53 et seq of the Civil Code, in particular a telephone or internet.

“**Association**” a card association, in particular Visa and MasterCard.

“**Interest-free period**” a period according to article VI.1, par. 12 of the BTC.

“**Total outstanding amount**” an amount according to article VI.1, par. 5 of the BTC.

“**Total minimum payment**” an amount according to article VI.1, par. 3 of the BTC.

„**Total payment**“ an amount according to article VI.1, par. 4 of the BTC.

“**Due date of payment**” (Due date) a date according to article VI.1, par. 2 of the BTC.

“**Available balance of the card account**” an amount up to which the Client, or the Holder respectively, is entitled to draw the Credit, representing also the Card account limit reduced by the amounts of accounted for Transactions, by the amounts of prices (fees) according to the Tariff, by accounted for interests and amounts of authorized Transactions (i.e. Transactions not yet accounted for) in the course of the Accounting cycle, and increased by the credited payments.

“**Supplementary card**” a card according to article IV.1, par. 4 of the BTC;

“**Services that can be additionally purchased**” Services provided by the Bank according to article V.1, par. 5 of the BTC.

„**Holder**“ a person according to article I, par. 5 of the BTC.

„**HORNBACK ProfiCard**“ company partner Card issued by the Bank in respect to the Card account according to article I, par. 8 and article IV.1, par. 2 of the BTC, designated as “HORNBACK ProfiCard”.

“**ČS Cool card**” private credit Card issued by the Bank in relation to the Card account according to article I, par. 8 of the BTC, designated as “ČS Cool card”.

“**Information letter**” the Bank’s notice received by the Holder together with the Card. The Information letter contains in particular the number of the Card account, the amount of the Card account limit, the Interest rate, the Accounting cycle or the payment variant.

“**Information line**” an information telephone line for calls within the Czech Republic and abroad according to article VII, par. 1 of the BTC.

“**Card**” a card according to article I, par. 8 of the BTC.

“**Card account**” an account opened by the Bank according to article I, par. 7 of the BTC.

“**Client**” a person (persons) according to article I, par. 5 of the BTC.

“**Card account limit**” amount of a credit according to article III, par. 1 of the BTC, or the specific amount of the credit adjusted by the procedure according to article III, par. 3 or according to article IX, par. 5 of the BTC respectively.

“**Card account Owner**” a person according to article I, par. 5 of the BTC.

“**Partner Card**” a card according to article IV, par. 2, letter (a) of the BTC.

“**BTC**” these Business Terms and Conditions for keeping the credit card account and for the issue and use of credit and charge cards of Česká spořitelna, a. s.”;

“**Receivables from credit**” all receivables of the Bank from the Client, ensuing from the Credit relationship and in connection therewith, in particular the outstanding amount of the credit, interest on Credit, interest on default, prices (fees), damage compensation, receivables ensuing from termination or in connection with termination of the Credit relationship, other receivables of the Bank from the Client in respect to the surrender of possible unjust enrichment, should the Bank provide performance for the benefit of the Client or on behalf of the Client and compensation of costs incurred in connection with recovery of these receivables, and all other similar receivables of the Bank from the Client;

“**Insurance of capability to pay**” insurance of the Bank’s client capability to pay the Credit, agreed in the Framework contract;

“**Insurer**” Pojišťovna České spořitelny, a.s., Vienna Insurance Group, ID No.: 47452820;

“**Manual of payment card holder**” or “**Manual**” information material of the Bank according to article II, par. 6 of the BTC.

“**Framework contract**” framework insurance contract no. ČSK 1/2009 of October 31, 2009, concluded between the Bank and the Insurer, in the wording of subsequent amendments;

“**Annual percentage rate of costs**” (RPSN) annual percentage rate of costs of consumer credit in the meaning of the Consumer Credit Act.

“**SERVIS 24 Internetbanking**” the Bank’s direct banking services via internet browser (SERVIS 24 Internetbanking);

“**Services**” services provided by the Bank according to article V.1 of the BTC.

“**Contract**” the Contract concluded between the Bank and the Client on the basis of which the Bank committed itself to open the Card account for the Client and to provide the Credit to the Client drawn through the Card or the Card account; in the case of combined products, it shall mean a relevant part of the contract concerning the Bank’s above stated bank operations.

“**Insurance set A**” insurance of the insured person’s capability to repay Credit in the case of death, full disability or sickness leave;

“**Insurance set B**” insurance of the insured person’s capability to repay the Credit in the case of death, full disability, sickness leave and unemployment caused by loss of job;

“**Ban on cards file**” file/set of prohibited Cards, i.e. the list of Cards that may not be used for Transactions.

“**Current minimum payment**” The total minimum payment to which the aggregate sum of possible overdraft of card account limit and overdue receivables from credit from the previous Accounting cycle (previous Accounting cycles) is added.

“**Special card**” card according to article IV.1, par. 2, letter (b) of the BTC.

“**Accounting cycle**” accounting (billing) period lasting 1 ordinary month the beginning and the end of which is stipulated in the Information letter.

“**Interest rate**” a rate published in the Notice.

“**Credit relationship**” all conditions governing contractual regulations between the Client and the Bank according to article I, par. 6 of the BTC.

“**Optional services**” services provided by the Bank according to article V.1, par. 4 of the BTC.

“**General insurance conditions**” “General insurance conditions for group insurance SKUP 1” as subsequently amended, issued by the Insurer;

“**Basic card**” a card according to article IV.1, par. 3 of the BTC.

“**Basic collection account**” (Account) an account according to article VI.1, par. 6 of the BTC.

“**Basic services**” provided by the Bank according to article V.1, par. 3 of the BTC.

“**Consumer Credit Act**” in relation to the Credit relationship arising on the basis of Contracts concluded before Dec. 31, 2010, the Act No. 321/2001 Coll., on certain conditions governing agreements on consumer credit and on changes of the Act No. 64/1986 Coll., as subsequently amended and in relation to the Credit relationship arising on the basis of Contracts concluded after January 1, 2011, the Act No. 145/2010 Coll., on consumer credit and on amendment of certain acts, as amended.

“**Application for issue of the card**” (Application) the Client’s application for the issue of the Card, submitted on the Bank’s form.

XI. CONCLUDING PROVISIONS

1. Termination by the Client. The Client shall be entitled to withdraw from the Contract on the grounds determined by law; the Client shall be entitled to give a notice of termination in respect of the Contract under the terms stipulated in paragraph 4 of this article XI of the BTC.
2. Client’s right to withdraw from the Contract. In the case of the Credit relationships which are subject to the Consumer Credit

Act as well as in other cases laid down by generally binding legal regulations, the Client shall be entitled to withdraw from the Contract without providing reasons and without any contractual fine within the 14-day time-limit of the date of conclusion of the Contract. More detailed conditions are referred to in the Contract.

Unless otherwise agreed in the Contract, the procedure for the Client's withdrawal from the Contract, in the case of the Credit relationship established before January 1, 2011, under which the Client is entitled to withdraw from the Contract according to this par. 2, is subject to the following conditions:

Withdrawal from the Contract may be effected only in writing, in the paper form, by registered mail; the time-limit for withdrawal shall be complied with if the notice of withdrawal is sent to the Bank by registered mail prior to the expiry of the time-limit concerned to the address: Česká spořitelna, a. s., CEN 8320, Active accounts management Department, Sřfelecká 1222, 500 02 Hradec Králové. Should the Client fail to assert his right to withdraw from the Contract within the stipulate time-limit, the contractual relationship between the Bank and the Client based on the Contract shall further continue under the conditions stipulated in the Contract.

Should the Client exercise his right to withdraw from the Contract, the Bank shall be entitled to request the Client to return financial resources provided within the framework of the Credit without undue delay, however no later than 30 days of the day on which the Client sent the notice of termination of the Contract to the Bank and also payment of the amount according to § 54c, par. 6 of the Civil Code, in particular interest on the Credit generated in the period prior to the Client's withdrawal and prices (fees) charged in connection with the Contract for the period up to the Client's withdrawal.

3. Special provisions on termination of the Contract by the Bank. The Bank shall be entitled to withdraw from the Contract or give the notice of termination of the Contract respectively, should the Client anytime in the course of duration of the Credit relationship, commencing as of the date of validity of the first issued Card, or possibly as of the effective date of the Contract (or a relevant part of the Contract respectively), depending on what occurs earlier, has failed to draw the Credit for the period of 11 consecutive months. Such termination may be agreed also by a telephone, subject to the Client's consent with termination of the effectiveness of the Contract and agreement on effectiveness of termination of the Contract
4. Client's notice of termination of the Contract. The Client shall be entitled to give a notice of termination of the Contract in the following cases:
 - (a) without providing a reason, with the effective date being the last day of a relevant Accounting cycle in which the notice of termination was delivered to the Bank; or
 - (b) in the case of disagreement with changes of the BTC or GTC, with the effective date being the date of delivery of the notice of termination to the Bank.

On the effective date of the notice of termination of the Contract or the withdrawal from the Contract, the Client's right to draw the Credit shall expire. Should the Client's notice of termination fail to be delivered to the Bank together with all Cards issued in respect to the relevant Card account, the Client shall be responsible for destruction of the Cards not handed over by the effective date of the notice of termination at the latest, as well as for possible damage caused as a consequence of failure to comply with this obligation. In the case that the Client's notice of termination is not given in the Business place, the Client shall be responsible for all possible damage caused until delivery of the notice of termination to the Bank.

5. Notice of termination given by the Bank. The Bank shall be entitled to give the notice of termination in writing with providing a reason with the effectiveness stipulated by the Bank in the notice, whereas such time-limit shall not be less than 2 months. On the effective date of the notice of termination of the Contract or the withdrawal from the Contract the Client's entitlement to draw the Credit shall expire. Should the notice of termination be returned back to the Bank as undeliverable, the notice period shall commence to run on the date of the notice's return to the Bank.
6. Cancellation of automatic exchange of the Card. Except for the ČS Cool card, the cancellation of the automatic exchange of the Basic card results in termination of the effectiveness of the Contract. Cancellation of the automatic exchange of the

ČS Cool card shall not result in termination of the effectiveness of the Contract or the Card account.

7. Automatic extension of the Contract. In the case that for the revolving Contract (an automatically renewing fixed duration contract) a renewal Card is issued, the duration of the Contract is automatically extended for another period, even repeatedly. In the case of the ČS Cool card, duration of the Contract shall be extended automatically for another period, even repeatedly, unless the Client requests the Bank in writing to terminate effectiveness of the Contract within 5 calendar days prior to the last day of duration of the Contract at the latest. This provision shall not apply to the indefinite duration Contracts.
8. Obligation to settle Receivables from Credit, extension of the time-limit. Unless agreed otherwise, the Client shall be obliged to pay all Receivables from Credit to the Bank by the date of termination of the effectiveness of the Contract at the latest. The Bank shall be entitled, even unilaterally, to extend any time-limit for payment of all Receivables from Credit in the case of termination of the effectiveness of the Contract by the Bank or on the basis of mutual agreement, in particular by up to 4 months. In such case, the Client shall be obliged to pay prices (fees) in the amount according to the Tariff also in the thus extended period.
9. Substitute provision. Should any provision of the Credit relationship be found invalid or unenforceable, it shall be replaced by a provision with the effect close to the intention anticipated by the original provision to the maximum possible extent.
10. Limitation of time. By signing the Contract, the Client represents in the meaning of § 401 of the Commercial Code that he agrees with the extension of the limitation of time during which the Bank shall be entitled to assert its claims arising from the Credit relationship, in particular to the period of 10 years of the commencement of the limitation of time running.
11. Survival of obligations. Upon termination of the Contract, the Client (Card account Holder) shall not be relieved of his obligation to settle all Receivables from Credit.
12. Effectiveness and binding nature. The BTC shall become effective on January 1, 2011. As for the Credit relationship between the Bank and the Client, the BTC shall be binding on as of the date of conclusion of the Contract, in particular to the termination of the Credit relationship and full settlement of Receivables from credit.

Naformátováno: Odrážky a číslování