

BUSINESS TERMS AND CONDITIONS TO THE CONTRACT ON ACCEPTANCE OF PAYMENT CARDS

ARTICLE I Introductory provisions

§ 1

Each company fulfilling these Business Terms and Conditions to the Contract on Acceptance of Payment Cards set forth by **UniCredit Bank Czech Republic, a.s.** by concluding the "Contract on Acceptance of Payment Cards" (hereinafter referred to as the "Contract") with **UniCredit Bank Czech Republic, a.s.** becomes a contracting partner within the framework of international systems of acceptors of the payment cards of VISA, MasterCard and Diners Club (hereinafter referred to as the "Contracting Partner").

ARTICLE II Definition of terms used

§ 2

<u>Authorisation:</u>	The process by which the validity of the payment card and coverage of the payment made with that payment card are verified.
<u>Authorisation centre:</u>	The place where payment authorisation (i.e. verification of the payment card's validity and coverage of the payment made with that payment card) is carried out.
<u>Authorisation code:</u>	A sequence of four to six numbers or numbers and letters that is communicated to the Contracting Partner as confirmation of consent for execution of a transaction.
<u>Authorisation limit:</u>	The maximum amount or, as the case may be, sum of amounts that the Contracting Partner is entitled to receive from one payment card at one of the Contracting Partner's places of business during one calendar day without prior authorisation.
<u>Banking day:</u>	A banking day is understood to be a day upon which the banks in the Czech Republic are open to the public.
<u>Cash Back:</u>	A cash withdrawal carried out in the course of a payment card transaction.
<u>CVC2 (CVV2):</u>	A control code comprised of the last three digits printed on the signature panel on the back side of a payment card (Card Verification Code/Value).
<u>Identification document:</u>	Identity card, passport or other form of ID in the case of EU countries.
<u>Payment cardholder:</u>	An individual who fulfils the terms and conditions for issuing and using a payment card and whose first and last names are imprinted on the payment card in the lower half of the front side.
<u>EFT/POS terminal:</u>	Equipment designed for electronic processing of transactions. This device verifies the payment card and issues a sales receipt.
<u>Imprinter:</u>	A mechanical device designed to make an imprint of a payment card's identification data and the identification label of the Contracting Partner's place of business in executing a transaction.
<u>Card associations:</u>	The companies VISA International, MasterCard Worldwide and Diners Club International.
<u>Mail/phone order:</u>	Payments made with a payment card for which the payment cardholder communicates the identification data in writing or by telephone with a subsequent written confirmation without the Contracting Partner being able to see the payment card or make an imprint of it.
<u>Point of sale:</u>	A place at which the Contracting Partner accepts non-cash payments for goods and services.
<u>PCIDSS:</u>	Payment Card Industry Data Security Standard is a security standard for payment cards established in 2005 by card associations and companies. The standard is intended for organisations that process, transfer or store data on payment cardholders and card transactions. Its aim is to prevent disclosures of sensitive data about payment cardholders and card fraud.
<u>Payment card:</u>	A plastic card of dimensions ca 85 mm x 54 mm that in its appearance, layout of data, and protective components corresponds on the face and reverse side to the specifications of the relevant card association. The payment card enables its holder to make non-cash payments for goods and services and to withdraw cash. The payment card remains the property of the issuer and is issued to the payment cardholder for use. The payment card is non-transferable.
<u>Validity of the payment card:</u>	The period in the course of which the payment cardholder is entitled to use the payment card to pay for goods and services and to withdraw cash. The validity period is imprinted on the lower half of the front side of the payment card. The period of the card's validity or the date of its final validity is given. The payment card is valid until the last day of the month and year denoted on the card. The payment card may not be accepted at any time not within its validity period.
<u>Sales document:</u>	A confirmation of executing a transaction on a mechanical reader (imprinter) upon which are recorded the details of the payment card, the payment cardholder, the point of sale, and the price of the goods or services.
<u>Summary accounting document:</u>	A summarising accounting document on transactions executed at the Contracting Partner's point of sale during the billing period.
<u>Transaction:</u>	A payment for goods and services made using the payment card.

- Sales receipt: A document concerning a payment made with a payment card through an EFT/POS terminal, signed by the payment cardholder or verified by PIN and confirming receipt of goods or use of services.
- :
- A bank or other financial institution that is entitled to issue VISA and/or MasterCard and/or Diners Club payment cards. The issuer is also entitled to block the payment card.

ARTICLE III General Provisions

§ 3 Subject

- (1) The subject of these Business Terms and Conditions to the Contract on Acceptance of Payment Cards is to establish the rights and obligations of UniCredit Bank Czech Republic, a.s. (hereinafter referred to as the "Bank") and its Contracting Partners in accepting payment cards of VISA International, MasterCard Worldwide and Diners Club International (specifically VISA, VISA Electron, MasterCard, MasterCard Electronic, Maestro Diners Club) (hereinafter referred to as "payment cards"). Specification of the particular payment cards concerning a particular Contracting Partner is presented in the Contract on Acceptance of Payment Cards in the part governing the commission (discount), the amount of which is designated in percentage values.

§4 Undertakings and entitlements of the contracting parties

- (1) The Bank undertakes to purchase from the Contracting Partner all accounts receivable originating for the Contracting Partner from providing goods and services (hereinafter referred to as the "fulfilment") on the basis of accepting payments made with payment cards under these Business Terms and Conditions to the Contract on Acceptance of Payment Cards (hereinafter referred to as the "Terms and Conditions to the Contract") and the Instructions for Acceptance of VISA, VISA Electron, MasterCard, Maestro, MasterCard Electronic and Diners Club Payment Cards (hereinafter referred to as the "Instructions"), which form an integral part of the Contract, at the price reduced by the discount agreed in the Contract.
- (2) The Bank undertakes to carry out authorisation of payments made with payment cards accepted by the Contracting Partner from payment cardholders as remuneration for the fulfilment provided under these Terms and Conditions to the Contract and the Instructions.
- (3) The Bank undertakes to supply the Contracting Partner, upon its request, with an imprinter, EFT/POS terminal, blank forms of sales documents, credit notes, summary accounting documents, and necessary promotional materials in reasonable quantities.
- (4) The Bank undertakes to train the Contracting Partner's staff to work with payment cards.
- (5) The Bank is entitled to block the terminal for a period absolutely necessary if suspicion of illegal activity exists or upon the instruction of one of the card associations.
- (6) In case of suspicion of fraudulent transactions made using payment cards, the Bank is entitled to report this fact to the authorities responsible for criminal investigations and prosecutions, the issuer of the payment card, and the relevant card association.
- (7) The Contracting Partner undertakes to accept payments made using payment cards for all fulfilments provided to payment cardholders as part of its customary and regular business activities, which are presented in the Contract, in accordance with the Instructions and these Terms and Conditions to the Contract. In so doing, the Contracting Partner:
- will accept payments made using payment cards for all provided fulfilments without restricting the transaction amount,
 - will not provide cash directly or indirectly to payment cardholders under any circumstances, unless a "Cash Advance" point of sale or Cash Back type of transaction is concerned, and
 - will present to the Bank only receivables for fulfilments provided to payment cardholders by the Contracting Partner itself.
- (8) The Contracting Partner undertakes to accept only such payment cards that correspond to the description of a payment card and the conditions of its acceptance specified in the Instructions, with special emphasis on whether:
- the payment card contains all identification data and security elements as described in the Instructions.
 - the identification data and security elements have not been visibly modified or damaged.
 - the signature on the issued sales document corresponds to the signature on the payment card. In case of doubt, the Contracting Partner is obliged to request an identification document with a photograph from the person presenting the card. If the holder does not present an identification document, the Contracting Partner has the right to not complete or to cancel the authorisation,
 - the payment card is submitted prior to the expiration date of the payment card.
- (9) The Contracting Partner undertakes not to accept payment cards the validity of which has been cancelled and about which it has been informed by the appropriate notification (see the provisions of § 7 of these Terms and Conditions to the Contract). The Contracting Partner undertakes throughout the duration of the Contract to display, permanently and in visible places, logos with the **VISA, MasterCard and Diners Club** trademarks informing the holders of such payment cards of the possibility to pay using those payment cards.
- (10) The Contracting Partner undertakes to report to the Bank, in writing and sufficiently in advance, all changes that may concern the essentials of the Contract and which affect its regular fulfilment by both contracting parties. The Contracting Partner also is obliged to notify the Bank in writing of a change in the type or character of the goods and services that it offers or a change in its bank account data, registered office, ID No. and telephone contact information.
- (11) The Contracting Partner undertakes not to conclude the same or similar contract on acceptance of payment cards with a third party during the validity of the Contract, unless otherwise expressly agreed with the Bank in the Contract.
- (12) The Contracting Partner and the Bank undertake to treat all information stemming from this contractual relationship as strictly confidential and not to communicate it to any third party. The card associations, other member banks of the systems of VISA, MasterCard and Diners Club, and entities handling central databases of Contracting Partners under suspicion of fraudulent

activity are not regarded as third parties. The Bank is entitled to submit information to courts, the public prosecutor's office, state administration authorities, the financial arbiter of the Czech Republic, and the Czech Police.

§ 5

Issuance of sales documents

- (1) The Contracting Partner is obliged to issue sales documents to payment cardholders on the forms supplied by the Bank for the fulfilments provided and in issuing the sales documents is obliged to proceed in accordance with the Instructions and these Terms and Conditions to the Contract.
- (2) A sales document duly signed by the payment cardholder is proof of execution of the respective transaction and recognition of the payment cardholder's obligation to the Contracting Partner resulting from this transaction. Any subsequent changes to the sales document (overwriting, amending, etc.) have the effect to make this document absolutely invalid.
- (3) If the Contracting Partner has issued a sales document for a provided fulfilment in an amount lower than the actual value of the fulfilment provided, it is not entitled to increase such incorrectly entered amount of the already executed transaction (i.e. to cancel the original, incorrectly entered transaction and process a new transaction with the correct amount) after the fact without the consent and signature of the payment cardholder.
- (4) The Contracting Partner may issue just one sales document for all payments made with a single payment card at one point of sale at one time.
- (5) For an individual transaction, i.e. all payments made with a single payment card at one point of sale of the Contracting Partner in a single day, the Contracting Partner has an authorisation limit stipulated in the Contract that may not be exceeded without prior authorisation. The Contracting Partner is obliged to authorise at the Bank each operation that is a part of any transaction that in its amount exceeds the specified authorisation limit with regard to the operations already executed as part of such transaction on that day. The Bank is entitled not to purchase from the Contracting Partner accounts receivable evidenced by sales documents (and subsequently not to settle the amounts stated on those sales documents as the value of those receivables) for which the total transaction amount exceeds the established authorisation limit and was not authorised in this total amount.
- (6) The Contracting Partner may not in any case execute a refund in cash for a transaction executed with a payment card that is subsequently cancelled due to a claim on fulfilment made by the payment cardholder. The Contracting Partner is obliged to execute the refund for the cancelled transaction by issuing a credit note in accordance with the relevant provisions of the Instructions. The Contracting Partner may not reject a claim on the grounds that the transaction was executed by payment card.
- (7) The Contracting Partner is obliged to cancel a credit note issued in accordance with paragraph 6 of this section by no later than the 15th calendar day after the date of issuance of the relevant original credit note. If the cancellation is not made within the specified time limit, then the Bank cannot guarantee a refund.
- (8) In the case of a refund due to an erroneous transaction on the part of the Contracting Partner, the Contracting Partner is obliged to request the Bank to cancel such transaction without undue delay.
- (9) The Contracting Partner undertakes not to issue a credit note in any case without the corresponding initial sale transaction having been first executed by payment card.
- (10) The Contracting Partner undertakes not to accept in any case a payment by payment card as settlement of an already existing debt.
- (11) The Contracting Partner undertakes not to execute settlements for goods and services at its own place of business through its own or any other personal payment card, i.e. such payment card that was issued to an individual current or personal account.

§ 6

Obligation to contact the authorisation centre

- (1) If the total amount of a transaction exceeds the established authorisation limit, authorisation must be requested from the Bank before providing fulfilment. In requesting voice authorisation, the Contracting Partner shall provide the necessary data about the point of sale requesting the authorisation, the payment card number, the payment card's expiration date, the payment amount, and any other data required by the authorisation centre. The Bank shall communicate as soon as possible the authorisation code confirming its consent to carrying out the payment or it shall refuse to give its consent to carrying out the payment. If the Bank refuses to authorise a transaction, the Contracting Partner is not allowed to accept the payment made with the card. If the Bank communicates in response to an application for authorisation that the payment card should be retained, the Contracting Partner shall retain the payment card if this can be done by non-violent means. The retained payment card remains the property of the payment card issuer, and the Contracting Partner is obliged to hand over the retained payment card to the Bank without delay.
- (2) The Contracting Partner shall contact the Bank's authorisation centre also in cases when:
 - a) the signature on the sales document/sales receipt does not match the signature of the payment cardholder on the reverse side of the payment card or the signature is missing,
 - b) suspicion arises that the payment card is being submitted by a person who is not entitled to do so, that the payment card is otherwise being misused, that it is a counterfeit, or that the transaction is suspicious in some other way,
 - c) the submitted payment card is listed in the valid relevant notice of payment card invalidity.In the cases referred to in letters a), b), c) of this paragraph, when requesting authorisation the Contracting Partner shall use the term "code 10" to alert the Bank's authorisation centre to the fact that the transaction is suspicious. "Code 10" may be used to verify transactions regardless of the amount to be settled by the relevant transaction.

§ 7

Suspension of a payment card

- (1) The Bank reserves the right at will to suspend or terminate the validity of any VISA or MasterCard payment card. The Bank

shall notify the Contracting Partner of such suspension or termination without undue delay by sending an appropriate notification.

- (2) The Contracting Partner may not accept from a payment cardholder a payment card that was indicated in such a notification, and that from the time of receipt of this notification. Should there be any doubts concerning the receipt of such notification, it is deemed that this notification was delivered on the third banking day following its posting. The Bank is in no way responsible for any transaction carried out using a payment card listed in this notification and shall not purchase from the Contracting Partner any accounts receivable arising in connection with the use of a payment card listed in this notification.

§ 8

Submission and settlement of sales documents

- (1) The Contracting Partner is obliged to provide the Bank with all valid sales documents drawn up manually using the imprinter, together with a summary accounting document issued according to the Instructions and in accordance with these Terms and Conditions to the Contract within 5 banking days, but no later than within 15 calendar days, from the date of a transaction, including the date of a transaction's execution and the delivery date (for transactions carried out through EFT/POS terminal, see provisions of §11). Unless the Contracting Partner delivers the sales document within the specified time limit, the Bank cannot guarantee their reimbursement.
- (2) Submission of sales documents for transactions carried out manually through the imprinter is understood to be the delivery of sales documents during the regular opening hours to any of the Bank's branches. The date of submission of sales documents is understood to be the following banking day (for transactions carried out through an EFT/POS terminal see provisions of §11).
- (3) The Bank shall remit to the Contracting Partner the amount stated in the submitted sales documents as the value of the Contracting Partner's accounts receivable evidenced by these sales documents within 1 day from receipt of the amount from the card association.
- (4) Should the number or total value of the amounts listed in the summary accounting document differ from the number of the sales documents drawn up manually using the imprinter or from the total amounts listed in the sales documents for the individual transactions accompanying the summary accounting document, then the Bank shall remit to the Contracting Partner only those amounts supported by the sales documents actually delivered.
- (5) Sales documents that were not issued in accordance with the Instructions and with these Terms and Conditions to the Contract will be accepted by the Bank for collection only and will be settled with the Contracting Partner only after expiration of the time period designated for open claim proceedings, but no later than 190 calendar days from the date they were delivered to the Bank. Should the Bank make such payment before expiration of the aforementioned time limit, and should the collection of payment not be accepted by the payment card issuer, then the Bank is entitled to settle such paid amount by charging it against subsequent payments to the Contracting Partner and without the Contracting Partner's prior consent.
- (6) Should the Contracting Partner be remitted a payment by mistake that is not due to it, the Bank is entitled to settle such amount by charging it against subsequent payments to the Contracting Partner and without the Contracting Partner's prior consent. If the Contracting Partner has no subsequent payments, it is obliged, upon the Bank's request, to pay the respective accounts receivable to the Bank's account within 10 calendar days. Breach of this provision may lead to termination of the contractual relationship.
- (7) The Contracting Partner is not entitled, without prior written consent of the Bank, to transfer its account receivable arising in accordance with these Terms and Conditions to the Contract to a third party. Such transfer is invalid and the Bank is not obliged to make payment to such third party.
- (8) The contracting parties have agreed to establish remuneration for the Bank's services in the form of a discount from the total volume of cleared payments in the percentage stipulated in the Contract.
- (9) The Bank undertakes to send the Contracting Partner the Statement of Transactions Settled by Means of Payment Card on the agreed form and in the agreed time at least once per month.

§ 9

Storage of sales documents, claims

- (1) The Contracting Partner is obliged to store all documents evidencing the proper execution of a transaction for a period of two years from executing a transaction. The Contracting Partner is obliged to keep copies of all sales and summary documents or sales receipts, even if it provides third parties with originals upon their request.
- (2) Should a payment cardholder claim an irregularity in the amount of the fulfilment, inaccuracy of the sales document or some other substantial irregularity of an executed operation or transaction, the Contracting Partner is obliged to submit to the Bank upon a letter of request from the Bank all documents concerning such transaction by the 5th banking day from the day of delivery of its letter of request. Should the Contracting Partner fail to submit these documents within the specified time limit, or if these documents are incomplete, or if the Bank is unable to provide a satisfactory explanation to the payment cardholder's claim even on the basis of documents provided by the Contracting Partner, and this results in problems with collecting the amount from the payment cardholder, then the Bank is entitled to set off the respective amount as its account receivable due from the Contracting Partner against any of the Contracting Partner's accounts receivable due from the Bank and which arose from the payment cardholder's making its claim, and, for this purpose, the respective amount to be set off will be regarded as a contractual penalty agreed pursuant to Sections 544 and 545 of the Civil Code, as amended, and Section 300 et seq. of the Commercial Code, as amended, and claimed due to the Contracting Partner's serious breach of obligations under these Terms and Conditions to the Contract. In such case, the Bank is entitled to withdraw from the contract on purchase of the particular disputed account receivable and the Contracting Partner shall settle the claim with the purchaser – a payment cardholder – in another manner within the claim settlement process. No additional consent to such procedure is needed from the Contracting Partner. In addition to the contractual penalty, the Bank is entitled concurrently to request compensation for actual and demonstrable damage.

- (3) If a payment cardholder will make a claim in relation to a transaction made by a payment card to settle goods sent by mail, the business partner is obliged to send the goods in such a way as enables it to show unequivocally that the ordered goods were delivered directly to the payment cardholder (for example, by a signed delivery receipt). If it is obvious beforehand that the delivery period will exceed 30 calendar days from the date of a transaction made by payment card, the Contracting Partner is obliged to demonstrably inform the payment cardholder of the date for delivering the goods (i.e. the date of delivering the goods must be specified in the contract on sending the goods or in written correspondence). The total time until delivery for goods may not exceed the period of 120 calendar days from the date of the transaction made with the payment card. In case that the Contracting Partner does not provide proof of due delivery of the ordered goods, or if a payment cardholder claims damage to the delivered goods and that claim of the payment cardholder will be successful, then the Bank is entitled to request the Contracting Partner to make compensation for damage.
- (4) The Contracting Partner is obliged to settle complaints, claims and other objections concerning the fulfilment provided by the Contracting Partner directly with its clients – payment cardholders.
- (5) Upon receiving any written or other communication from the Bank in relation to the fulfilments provided or to the settlement executed for these fulfilments, the Contracting Partner is obliged to inspect the correctness of all data. The Contracting Partner is obliged to make a claim in writing as to any discrepancies in the settlement for the fulfilment at the Bank without undue delay after identifying the same, doing so at latest within 13 months from the date of a discrepancy's origin. The date of the discrepancy's occurrence is understood to be the day of processing of the given transaction within the Bank.
- (6) If the Contracting Partner claims no discrepancies within the specified time limit, it is deemed that the Contracting Partner agrees with the data as provided.

§ 10

Summary of requests from card associations establishing the security principles for processing information regarding payment cardholders

- (1) The Contracting Partner is obliged to comply with the payment card Industry Data Security Standards (hereinafter referred to as "PCIDSS") and to proceed in accordance with these. The rules and obligations ensuing from PCIDSS, including all current documents, are available at the following websites: <https://www.pcisecuritystandards.org/> (for the original text) and www.pcisecuritystandards.cz (for the Czech translation).
- (2) The Contracting Partner undertakes to implement precautions ensuing from PCIDSS to prevent disclosure or misuse of data regarding customers, or, as the case may be, to implement remedies in any system elements and procedures that contradict the PCIDSS within the time limit agreed with the Bank.
- (3) The Contracting Partner is obliged to notify the Bank as to the occurrence of any offers for processing, storing or transferring of data regarding customers, or, as the case may be, of data regarding transactions. The Contracting Partner is obliged to ensure that the providers of services that process, store or transfer data regarding customers or data on transactions for the Contracting Partner are in compliance with the PCIDSS.
- (4) The Contracting Partner undertakes to provide the Bank with its full co-operation in inspecting for the fulfilment of PCIDSS conditions, both at the Contracting Partner and at any provider of services that processes, stores or transfers data for the Contracting Partner. The Contracting Partner or, as the case may be, the provider of services shall submit, upon request, an assessment of compliance with PCIDSS, in the extent established by the PCIDSS rules. The Contracting Partner undertakes to provide the same co-operation when the inspections are carried out by the card associations.
- (5) The Contracting Partner is not entitled to receive any compensation from the Bank for possible costs associated with fulfilment of obligations ensuing from the PCIDSS, including their implementation.
- (6) Non-compliance with the PCIDSS rules or possible failure to co-operate with inspection may result in financial sanctions from the card associations or other third parties. The Contracting Partner is obliged to pay any such possible penalties to the Bank without undue delay.
- (7) The Contracting Partner is obliged to inform the Bank immediately upon observing disclosure or misuse of data regarding customers or transactions. The Bank is entitled to share this information with the card associations, state authorities, and any relevant third parties. The Contracting Partner is fully liable for potential damage suffered by the Bank or a third party as a result of late reporting of data disclosure.
- (8) The Contracting Partner is entitled to store only such data as are in accordance with the PCIDSS rules. The Contracting Partner is obliged to store all mediums of this information (e.g. authorisation logs, transactions lists, sales receipts, carbon copies) in a safe place and only for as long as necessary, i.e. for the period of two years from the date of a transaction. The Contracting Partner is furthermore obliged to limit access to this information to authorised personnel only.
- (9) The Contracting Partner is obliged to destroy or delete all mediums containing data specified in point 8 after lapse of the time limit stipulated by the law for their archival.
- (10) Should the Bank incur damage due to breach of these provisions (e.g. in relation to the card associations, the Czech National Bank, or the Office for Personal Data Protection), the Contracting Partner undertakes, on the basis of a written request, to pay such damage to the Bank.

ARTICLE IV Special arrangements

§ 11

Special arrangements for acceptance of payment cards by EFT/POS terminal

- (1) A Contracting Partner that on the basis of the Agreement on Loan of an EFT/POS Terminal for Accepting Payment Cards is equipped by the Bank for acceptance of payment cards through an EFT/POS terminal or, as the case may be, is equipped with

an EFT/POS terminal by another entity, is entitled to accept payments made with payment cards by means of the terminal as remuneration for the fulfilments provided.

- (2) The Contracting Partner is obliged to issue to the payment cardholders for the fulfilments provided sales receipts printed by the EFT/POS terminal, and in issuing the sales receipts it is obliged to proceed in accordance with the Instructions. A sales receipt duly signed by the payment cardholder is proof of execution of the relevant operation and recognition of the payment cardholder's obligation to the contracting partner resulting from the operation. Any subsequent changes to the sales receipt (overwriting, amending, etc.) render this document absolutely invalid. In case that the transaction is executed by means of chip, signing the sales receipt is not usually necessary (a signature line is not printed on the sales receipt). In some cases, a signature line is printed on the sales receipt, and in such case the payment cardholder's signature on the sales receipt is necessary.
- (3) If payments are received by means of an EFT/POS terminal, the data from the payments received for settlement are transferred automatically into the Bank's host system after successful completion of the accounting closing. The Contracting Partner is obliged to complete its activity by the day-end closing for the terminals. Should the data transfer not perform properly and settlement of a given transaction is claimed by the Contracting Partner, then the Contracting Partner is obliged, based upon the Bank's request and without undue delay, to submit copies of sales receipts relating to the given transaction, properly issued according to the Instructions, at latest within 5 banking days from the date of delivery of such request.
- (4) If the Contracting Partner fails to submit the requested copies of sales receipts within the specified time limit or if they are incomplete, the Bank is entitled neither to purchase nor to settle such payments made with payment cards to the Contracting Partner. Such payments will be received for collection only and will be settled to the Contracting Partner not sooner than after the lapse of the time period that is specified for an open claim settlement procedure but not exceeding 190 calendar days from their delivery. Should the Bank make such a payment before expiration of the aforementioned time limit and should the collection of payment not be accepted by the payment card issuer, then the Bank is entitled to settle such paid amount by charging it against subsequent payments to the Contracting Partner and without the Contracting Partner's prior consent. If the Contracting Partner has no subsequent payments, it is obliged, upon the Bank's request, to pay the respective accounts receivable to the Bank's account within 10 calendar days.
- (5) If payments are received by means of an EFT/POS terminal, the date of delivery of the payments received for settlement is understood to be the day upon which the data from the EFT/POS terminal are successfully transferred to the Bank's host system.
- (6) The Bank undertakes to send to the Contracting Partner, in the agreed form and within the agreed time limit, the Statement of Transactions Settled by Means of EFT/POS Terminal at least once per month.
- (7) The Contracting Partner is obliged to comply with the conditions and provisions imposed on it by an appendix to the Contract or stated in the Contract's form in "Other provisions". If the Contracting Partner does not comply with these provisions, this may lead to termination of the Contract between the Bank and the Contracting Partner and possibly the recovery of damage incurred.

§ 12

Special arrangements for acceptance of VISA Electron, Maestro and MasterCard Electronic payment cards

- (1) A Contracting Partner that is equipped with an EFT/POS terminal (see § 11) is entitled to accept payments made with **VISA Electron, Maestro and MasterCard Electronic** payment cards.
- (2) Payments made with **VISA Electron, Maestro and MasterCard Electronic** payment cards for fulfilments provided can be accepted only through the EFT/POS terminal by the proper reading of data using the magnetic strip or the EFT/POS terminal chip in the payment cardholder's physical presence and if the authorisation is performed "on-line" by connection of the terminal with the Bank's authorisation system. In no case is it permitted to enter data from electronic **VISA Electron, Maestro and MasterCard Electronic** payment cards into an EFT/POS terminal manually by using the terminal's keypad (so-called Key Entry transaction).
- (3) For reasons specified in paragraph (2) of this provision, the special arrangements for execution of "Mail/Phone Order" type transactions do not apply for the **VISA Electron, Maestro and MasterCard Electronic** payment cards (see provisions of § 14 of these Business Terms and Conditions).
- (4) Moreover, for reasons specified in paragraph (2) of this provision, in no case is the Contracting Partner permitted by use of manual processing to subsequently correct an incorrectly executed transaction made with a **VISA Electron, Maestro or MasterCard Electronic** payment card that was executed through an EFT/POS terminal. Such an attempt will be rejected by the payment card issuer, which is fully in accordance with the appropriate rules of the card association.
- (5) For transactions made with the **Maestro** payment card, MasterCard Worldwide has prescribed the obligation to verify the identity of a holder of this card at the point of sale by entering the personal identification number (hereinafter referred to as the "PIN") by means of the additional keypad into the payment terminal (hereinafter referred to as the "PIN PAD") instead of by signature.
- (6) If an incorrect PIN is entered, the Contracting Partner is entitled to enable this payment cardholder two corrective entries. If even the third PIN entry is not accepted by the payment card issuer, then the Contracting Partner is obliged to cancel the commenced transaction, to return the payment card to its holder, and to request a different method of payment for the fulfilment provided (other payment card or cash).
- (7) The Contracting Partner is obliged to cancel a transaction even in the case when the PIN was entered successfully but the given transaction nevertheless is not authorised by the payment card issuer. In no case is the Contracting Partner entitled to complete such transaction in any way and submit it to the Bank for settlement.
- (8) For transactions made with **VISA Electron, Maestro or MasterCard Electronic** payment cards, there is a zero authorisation limit set by the respective card associations, i.e. the Contracting Partner is obliged to authorise each amount.

- (9) The Bank shall not purchase from the Contracting Partner nor settle the Contracting Partner's accounts receivable incurred due to acceptance of a payment made with a **VISA Electron, Maestro or MasterCard Electronic** payment card if such payment was executed in contradiction with this provision of § 12.
- (10) The Bank undertakes to purchase from the Contracting Partner all accounts receivable incurred by the Contracting Partner by providing fulfilment on the basis of acceptance of payments made with **VISA Electron, Maestro and MasterCard Electronic** payment cards in accordance with the Instructions and with these Terms and Conditions to the Contract.
- (11) Throughout the entire duration of the special arrangement of a contract on acceptance of these payment cards, the Contracting Partner is obliged to display, permanently and at visible places, logos with trademarks of the accepted **VISA Electron, Maestro and/or MasterCard Electronic** payment cards informing the payment cardholders of the possibility to pay with these cards.

§ 13

Special arrangements for payment of cash (exchange office) and transactions of the "Quasi Cash" type (casino, betting pool) carried out by payment card

- (1) A Contracting Partner that is entitled to provide payment cardholders with the "Cash Advance" service (payment of cash) or "Quasi Cash" (casino, betting pool, exchange office) is obliged to verify and write on the sales receipt proving this transaction into the space designated for this purpose:
 - a) the four-digit number printed above or below the first four numbers of a payment card, the so-called "BIN" (not given in the case of Diners Club payment cards),
 - b) the name of the payment cardholder, country of issue, number and type of the payment cardholder's ID card on the basis of which his or her identity was verified.

§ 14

Special arrangements for executing transactions of the "Mail/Phone Order" type

- (1) A Contracting Partner is entitled on the basis of an explicit arrangement to accept so-called "Mail/Phone Order" transactions, i.e. payments made with a payment card where the identification data for a payment card are communicated to the Contracting Partner by the payment cardholder in writing or by telephone and with a subsequent written confirmation without the Contracting Partner having the possibility to see the payment card and to take its imprint. For each "Mail/Phone Order" transaction, the Contracting Partner is obliged to obtain a written document delivered by post or fax in which the payment cardholder confirms by signature his or her approval for debiting its account by an appropriate amount. The Contracting Partner may not request entry of the number of the payment card and CVC2/CVV2 control code into its website environment. The Contracting Partner is obliged to store these documents for a period of two years after executing a transaction and submit them to the Bank should the Bank so request. If, however, the payment card issuer does not settle a payment made in this way or clears such payment already made, and even though the payment was authorised, the Bank does not pay to the Contracting Partner such amount or, if this payment was already made to the Contracting Partner, it becomes an account receivable that the Bank is entitled to offset without the Contracting Partner's prior consent with a payment following the day when the payment for the "Mail/Phone Order" transaction was cleared to the Bank by the payment card issuer.
- (2) In issuing the sales documents for "Mail/Phone Order" transactions, the Contracting Partner is obliged to write "MO/TO" in the space designated for the payment cardholder's signature.
- (3) The so-called control code CVC2/CVV2 is a part of the request for a "Mail/Phone Order" transaction's authorisation.
- (4) A zero authorisation limit is set by the respective card associations for the "Mail/Phone Order" transactions types, i.e. the Contracting Partner is obliged to authorise each amount.
- (5) As part of the request for authorisation, the Contracting Partner is obliged to submit the CVC2/CVV2 control code relating to the given payment card. Without its submission, authorisation of this transaction will not be carried out.
- (6) The Contracting Partner is not entitled to use an internet website in relation to executing a "Mail/Phone Order" transaction.
- (7) Should the Bank receive a warning from any card association that at a Contracting Partner authorised to accept payment cards through "Mail/Phone Order" a payment card was lost, stolen or otherwise misused, the Bank reserves the right to terminate the Contract with immediate effect.

§ 15

Special arrangements for executing transactions at self-service terminals (parking automats, pay-at-the-pump services)

- (1) A Contracting Partner that is entitled to accept payment cards at self-service terminals must adhere to the binding conditions imposed by the Bank in the "Other provisions" section of the Contract or by appendices to the Contract relating in particular to the regular physical inspection of the devices and securing camera recordings.

§ 16

Special arrangements for executing Cash Back type transactions

- (1) A Contracting Partner that is entitled to make cash payments through the Cash Back service must adhere to the binding conditions imposed by the Bank in the "Other provisions" section of the Contract or by appendices to the Contract.

ARTICLE V Extinction of the Contract

§ 17

- (1) The Contract is agreed for an indefinite period of time. Any of the contracting parties may terminate this Contract without giving reasons. The notice period for a notice of termination given by the Contracting Partner is one month. The notice period for a notice of termination given by the Bank is three months. A notice of termination must be made in writing and the notice period begins on the first day of the month following the month in which the notice of termination was delivered to the other

contracting party by registered mail. It is deemed that the notice of termination was delivered on the third banking day after being sent to the address of the relevant contracting party. All provisions of these Terms and Conditions to the Contract are valid and binding upon the contracting parties for the entire notice period. The Contracting Partner is obliged to accept the presented payment cards in accordance with these Terms and Conditions to the Contract until the day following the last day of the Contract's effectiveness.

§ 18

- (1) The Bank is entitled to withdraw from the Contract with immediate effect if it finds a gross breach of the Contract by the Contracting Partner, and in particular if:
 - a) the Bank receives a complaint from a payment cardholder that the Contracting Partner refuses to accept a payment card for amounts below a certain limit,
 - b) the Contracting Partner does not adhere to the established time limits or procedures,
 - c) there are recurring legitimate claims concerning the Contracting Partner made by payment cardholders or payment card issuers or card associations; the Bank may withdraw from the Contract immediately upon an instruction from a respective card association.
- (2) The Bank is entitled to withdraw from the Contract with immediate effect if the Contracting Partner ceases to fulfil the conditions placed on Contracting Partners by the card associations or to fulfil the Bank's security criteria, e.g. due to the membership of its statutory bodies or by the ownership composition, etc.

§ 19

- (1) The Bank is further entitled to withdraw from the Contract with immediate effect without giving reasons within the period of three months from concluding the Contract.

§ 20

- (1) The Bank's right to set off its accounts receivable due from the Contracting Partner which originated in the period of the Contract's effectiveness is preserved after the end the Contract's effectiveness.

§ 21

- (1) The Bank's obligation to maintain confidentiality in relation to third parties (see § 4, paragraph 12) ceases to exist upon withdrawal from or termination of the Contract pursuant to the provisions of these Terms and Conditions to the Contract (see § 14, § 16, § 17, § 18 and § 19).

§ 22

- (1) Upon termination of the Contract, the Contracting Partner is obliged to return to the Bank without undue delay all documents, forms, promotional materials and all lent or leased devices for acceptance of payment cards.

ARTICLE VI Final provisions

§ 23

- (1) The Contract and these Terms and Conditions are governed by Czech law. Legal relations which are not expressly governed by the Contract, these Terms and Conditions to the Contract and the General Terms and Conditions of UniCredit Bank Czech Republic, a.s. are governed by the Commercial Code, as amended, and possibly by other generally binding legal regulations of the Czech Republic.

§ 24

- (1) If any provisions of the Contract and of these Terms and Conditions to the Contract are shown in view of the applicable legal order or in view of its change to be ineffective or disputable, the remaining provisions shall not be affected by such circumstances. In place of such provisions shall be substituted either the relevant provisions of the generally binding legal regulations governing such legal relations whose character and purpose are most near to the intended purposes, or, if such provisions are not contained in the generally binding legal regulations, there shall be used such solution as is customary in the given relations and which corresponds to the will of the parties in concluding the Contract.

§ 25

- (1) Both contracting parties declare that any potential disputes shall be settled in a friendly way and in accordance with legal regulations. If disputes are not settled within 30 calendar days, each of the contracting parties is entitled to file a legal action at the locally competent court of the Bank in Prague.

§ 26

- (1) The Contract and these Terms and Conditions to the Contract remain valid even in case of any change in the ownership of the Contracting Partner, and they are binding upon the Contracting Partner's legal successors or in case of the Contracting Partner's change of legal form. In case of other changes concerning the Contracting Partner's legal existence (as in the aforementioned cases), the Contracting Partner is obliged to ensure forthwith the transfer of its rights and obligations in accordance with these Terms and Conditions to its legal successor.
- (2) If any of the aforementioned circumstances occurs, the Contracting Partner is obliged to so notify the Bank forthwith. The Contracting Partner is likewise advised to notify the Bank of a transfer of its rights and obligations in accordance with these Terms and Conditions to the Contract to its legal successor.

§ 27

- (1) The Bank is entitled to amend the Terms and Conditions to the Contract from time to time. The manner of such amendment is governed by the provisions of the General Terms and Conditions of the Bank relating to the updating of a contract on payment services.

§ 28

- (1) These Terms and Conditions to the Contract on Acceptance of Payment Cards repeal and fully replace the Business Terms and Conditions to the Contract on Acceptance of VISA, VISA Electron, MasterCard, Maestro, MasterCard Electronic and Diners Club payment cards issued by the Bank in the past.

§ 29

- (1) The place of concluding and fulfilling the Contract is Prague.

§ 30

- (1) These Terms and Conditions to the Contract are effective from 1 November 2009.