

BUSINESS TERMS AND CONDITIONS FOR ACCEPTANCE OF PAYMENT CARDS THROUGH THE E-COMMERCE INTERNET PAYMENT PORTAL

ARTICLE I Introductory provision

§ 1

Each company fulfilling these Business Terms and Conditions for Acceptance of Payment Cards through the E-commerce Internet Payment Portal set forth by **UniCredit Bank Czech Republic, a.s.**, Company ID No. 64948242 (hereinafter referred to as the "Bank"), by concluding the "Contract on Acceptance of Payment Cards through the E-commerce Internet Payment Portal" (hereinafter referred to as the "Contract") with the Bank becomes a merchant within the framework of international systems of accepters of the payment cards of VISA, MasterCard or other card associations (hereinafter referred to as the "Merchant").

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>Authentication:</u>	The process by which the payment cardholder is verified using a password (only if a 3D secure payment card is concerned).
<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>CVC2 (CVV2):</u>	A control code comprised of the last three digits printed on the signature panel on the back side of the payment card (Card Verification Code/Value).
<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>E-commerce payment portal:</u>	A set of software, hardware and organisational measures that supports communication between the world of the Internet public network and the world of financial systems, enabling contracting partners to accept payment cards on their webpages (in e-shops) (hereinafter referred to as the "payment portal").
<u>Card associations:</u>	The companies VISA International and MasterCard, and perhaps other companies.
<u>Point of sale:</u>	A place at which the Merchant accepts non-cash payments for goods and services.
<u>PCI DSS:</u>	Payment Card Industry Data Security Standard. Established by the card associations and companies in 2005, it represents a security standard applicable to the payment cards. The standard is intended for the organisations that process, transmit or store information on the cardholders and on card transactions. The purpose is to prevent leaks of sensitive data on the 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>	<p>The period in the course of which the payment cardholder is entitled to use the payment card to cover the costs of goods and services and to withdraw cash. The validity period is imprinted on the lower half of the front side of the payment card.</p> <p>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.</p>
<u>Transaction:</u>	A payment for goods and services made using the payment card.
<u>Payment card issuer:</u>	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.
<u>Operator:</u>	The company Global Payments Europe, s.r.o., having its registered office at V Olšínách 80/626, 100 00 Prague 10, Czech Republic, entered in the Commercial Register kept at the Municipal Court in Prague, Section C, file 95419, Company ID No.: 270 88 936, Tax ID No. CZ270 88 936.

**ARTICLE III
General Provisions**

**§ 3
Subject**

- (1) The subject of these Business Terms and Conditions for Acceptance of Payment Cards through the E-commerce Internet Payment Portal (hereinafter referred to as the "Terms and Conditions") is the establishment of the rights and obligations of the Bank and its contracting partners in accepting payment cards of VISA International, MasterCard or other associations (hereinafter referred to as "payment cards"). Specification of the particular types of payment cards concerning the particular contracting partner (hereinafter referred to as the "Merchant") is presented in the Contract in the section governing the commission (discount), in which its amount is designated in percentage values.

**§4
Obligations and entitlements of the contracting parties**

- 1) The Bank undertakes to purchase from the Merchant all accounts receivable originating for the Merchant from providing goods and services (hereinafter referred to as the "fulfilment") on the basis of accepting payments made with payment cards under these Terms and Conditions at the price reduced by the discount agreed in the contract.
- 2) The Bank undertakes to provide authentication and authorisation of payments made with payment cards accepted by the Merchant from the payment cardholders as remuneration for the fulfilment provided under these Terms and Conditions.
- 3) The Bank is entitled to block or disable the payment portal for a period absolutely necessary if suspicion of illegal activity arises or upon the instruction of one of the card associations.
- 4) In case of suspicion of fraudulent transactions made using the 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.
- 5) The Merchant 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, as instructed and in accordance with these Terms and Conditions of the Contract. In so doing, the Merchant:
- a) will accept payments made using payment cards for all provided fulfilments without restricting the transaction amount,
 - b) will not provide cash directly or indirectly to payment cardholders under any circumstances, and
 - c) will present to the Bank only receivables for fulfilments provided to payment cardholders by the Merchant itself.
- 6) The Merchant is obliged to verify the signature of the Operator for all incoming messages. If the Merchant does not verify the Operator's signature for an incoming message with professional care, the Bank is not responsible for damages incurred by the Merchant due to operations executed based on such message.
- 7) The Merchant undertakes to select the method of execution for each individual transaction as is described in Annex 3 of the Contract. The method of submitting a request for retransferring an amount is the subject of Annex 3. The Merchant also undertakes to enter a request for settlement of an order no later than 28 days after the successful authorisation of the transaction, otherwise the Bank does not guarantee settlement to the Merchant's account.
- 8) The Merchant undertakes to report to the Bank, in writing and sufficiently in advance, all changes that may concern the essentials of the Contract and affect its regular fulfilment by both contracting parties. The Merchant also is obliged to notify the Bank in writing without delay 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., telephone contact information, or URL (www) address.
- 9) The Merchant 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.
- 10) The Merchant and the Bank undertake to regard 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, or possibly other card associations, entities handling central databases of contractual partners under suspicion of fraudulent activity, and entities handling for the Bank the services connected with the acceptance of payment cards 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.
- 11) An account maintained at the Bank for invoicing the Merchant's card transactions is a condition for concluding the Contract.
- 12) On the basis of the Bank's evaluation, the Merchant may be required to deposit a principal amount at the Bank.
- 13) The Bank is not responsible for potential malfunctions during the execution of payment transactions that would be caused by a malfunction of those parts of the Internet (a public data network) in use that are not under its control. The Bank also is not liable for the quality, completeness or timeliness of the delivery of the goods and services paid for using UCB's e-commerce service. The Bank bears no responsibility for any damages incurred due to fraudulent dealings of the Merchant's customers or in case of fraudulent transactions executed over the Internet when the damage was caused on the side of the Merchant.

§ 5

Refund for a transaction executed with a payment card

- (1) The Merchant 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 Merchant is obliged to execute the refund for the cancelled transaction through the web interface (credit of the order) in accordance with the relevant provisions of the instructions and without delay. The Merchant may not reject a claim on the grounds that the transaction was executed by payment card.
- (2) In the case of a refund by the Merchant due to an erroneous transaction, the Merchant is obliged to perform a cancellation (if the transaction is only authorised) or a credit of the order (if the money was already collected) without undue delay.
- (3) The Merchant undertakes not to execute a credit for an order in any case without the corresponding initial sale transaction first being executed by payment card.
- (4) The Merchant undertakes not to accept in any case a payment by payment card as settlement of an already existing debt.
- (5) The Merchant undertakes not to execute settlements for goods and services at its actual 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

Storage of sales documents, claims

- (1) The Merchant is obliged to store all documents evidencing the transfer of goods or performance of a service for a period of two years after executing the transaction.
- (2) Should a payment cardholder claim an irregularity in the amount of the fulfilment or some other substantial irregularity of an executed transaction, the Merchant is obliged to submit to the Bank upon a letter of request from the Bank all particulars concerning such transaction (transaction date/time, order number, type of goods/services paid for with the payment card, transaction amount, client's IP address, and the like) by the 5th banking day from the day of delivery of its letter of request. Should the Merchant fail to submit these documents by the specified deadline or if these documents are incomplete or if the Bank is unable to provide a satisfactory explanation to the payment cardholder's claim even using the documents provided by the Merchant and which will result in problems with collecting the amount from the payment cardholder, the Bank is entitled to set off the respective amount as its receivable due from the Merchant against any of the Merchant's receivables due from the Bank which arose by 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 a Merchant'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 receivable and the Merchant shall settle the issue with the buyer – a payment cardholder – in another manner within the claim settlement proceeding. No additional agreement to such procedure is needed from the Merchant. In addition to the contractual penalty, the Bank is entitled to concurrently request compensation for actual 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 or any other shipping service, the business partner is obliged to send the goods in such a way enabling it to unequivocally prove that the consignment was 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 Merchant is obliged to demonstrably inform the payment cardholder of the date for delivering the goods (i.e. date of delivering the goods must be specified in the contract on sending the goods or in the written correspondence). In case that the Merchant does not provide a proof of due delivery of the ordered goods, or if a payment cardholder claims damage to the consignment and that claim of the payment cardholder will be successful, then the Bank is entitled to request the Merchant to make compensation for damage.
- (4) The Merchant is obliged to settle complaints, claims and other objections concerning the fulfilment provided by the Merchant 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 Merchant is obliged to check the correctness of all data. The Merchant is obliged to report to the Bank any discrepancies in the settlement for the fulfilment and to request their remedy without undue delay after identifying them, doing so at latest within 25 days from the date of a discrepancy's origin.
- (6) The Merchant is obliged to report to the Bank any defect identified and to claim its remedy without undue delay after delivery of the document from which the facts of the claim ensue, or after receiving a communication in another form, at the latest within 13 months from the origin of a discrepancy, and the day of origin of a discrepancy is understood to be the day of processing the respective transaction in the Bank. In order for a claim to be legally relevant, it must be made in writing.
- (7) If the Merchant claims no discrepancies within the specified period, it is deemed that the Merchant agrees with the data as provided.

§ 7

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

- (1) The Merchant is obliged to abide by the Payment Card Industry Data Security Standards (hereinafter "PCI DSS") and act in accordance with them. The rules and obligations ensuing from PCI DSS, as well as all current documents are available from the web pages <http://www.pcisecuritystandards.org/> (original documents) and www.pcisecuritystandards.cz (Czech translation).
- (2) The Merchant undertakes to implement measures aimed to prevent leaks and/or abuse of the customer data, as ensuing from PCI DSS, or, furnish remedy with respect to any system elements and procedures that are in conflict with PCI DSS, within the term agreed with the Bank.

- (3) The Merchant is obliged to notify the Bank on occurrence of any offers for processing, storing or transmitting of customer, or, transaction data. The Merchant is obliged to ensure that the service providers who process, store or transmit any customer, or, transaction data for the Merchant are compliant with PCI DSS.
- (4) The Merchant undertakes to provide its full cooperation to the Bank in reviews of performance of PCI DSS terms and conditions, whether at the Merchant or at the service provider that processes, stores or transmits data for the Merchant. The Merchant, or respectively, service provider, shall submit an assessment of its compliance with the PCI DSS terms and conditions upon request, in the extent laid down by the PCI DSS Rules. The Merchant undertakes to provide the same level of cooperation also in reviews carried out by the card association.
- (5) The Merchant is entitled to no compensation from the Bank for any potential expenses related to performance of obligations ensuing from PCI DSS, including their implementation.
- (6) A failure to comply with the PCI DSS Rules or potential failure to cooperate in a review may result in financial penalties imposed by the card associations or other third parties. The Merchant is obliged to pay such potential penalties to the Bank without undue delay.
- (7) The Merchant is obliged to forthwith notify the Bank on any detected leak or abuse of customer or transaction data. The Bank has a right to share such information with the card associations, governmental authorities or relevant third parties. The Merchant is fully responsible for any contingent loss that may be suffered by the Bank or a third party due to late reporting of a data leak.
- (8) The Merchant is authorised to store data exclusively in accordance with the PCI DSS Rules. The Merchant is obliged to store any data-bearing media (such as authorisation logs, lists of transactions, payment slips, copy-papers) in a safe place and only for the minimum required time, i.e. for two years as from the transaction date. Furthermore, the Merchant is obliged to restrict access to such information solely to its authorised staff.
- (9) The Merchant is obliged to destroy or erase any data-bearing media referred to in para. 8 above, once the period of time stipulated by law for their archiving has elapsed.
- (10) Should any loss (e.g. from the part of the card associations, CNB or the Office for Personal Data Protection (ÚOOÚ)) incur for the Bank as a result of a failure to comply with these provisions, the Merchant undertakes to compensate the Bank for any such loss upon written call.

ARTICLE IV

§ 8

Settling transactions

- (1) If payments are received by means of the e-commerce internet payment portal, data from the payments received for settlement are transferred automatically into the Bank's host system.
- (2) If the Bank assesses certain transactions as risky, it is entitled not to purchase and not to settle such payments by payment cards to the Merchant. Such payments will be received for collection only and will be settled to the Merchant not sooner than after the lapse of the time period that is specified for an open claim settlement procedure and not exceeding 190 calendar days from their delivery. If the Bank settles such a payment before the lapse of the aforementioned period and the collection of payment will not be accepted by the payment card issuer, then the Bank is entitled to settle such paid amount using the subsequent payments to the Merchant's debit and without its prior consent. If the Merchant has no subsequent payments, it is obliged, upon the Bank's request, to settle the respective receivable to the Bank's account within 10 calendar days.
- (3) If payments are received by means of the e-commerce internet payment portal, the date of delivery of the payments received for settlement is understood to mean the day upon which the data from the payment portal are successfully transferred to the Bank's host system.

ARTICLE V

§ 9

Extinction of the Contract

- (1) The Contract is agreed for an indefinite period of time. Any of the contracting parties may give a notice of termination of this Contract without giving reasons. The period for a notice of termination given by the Merchant is one month. The 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 date on which the notice of termination was delivered to the other contracting party by registered mail. The notice of termination is deemed to have been delivered on the third working day after being sent to the other party's address. All provisions of these Terms and Conditions shall remain valid and binding upon the contracting parties for the entire notice period. The Merchant is obliged to accept the presented payment cards in accordance with these Terms and Conditions until the day following the last day of the Contract's validity.
- (2) The Merchant is obliged to fulfil the conditions and obligations imposed upon the Merchant by amendments to the Contract, if any, or which are stated in the Contract form in the "Other provisions" section. Failure of the Merchant to uphold these provisions may lead to terminating the Contract between the Bank and the Merchant and a claim of compensation for damage incurred.

§ 10

- (1) The Bank is entitled to withdraw from the Contract with immediate effect if it finds a serious breach of the Contract by the Merchant, and in particular if:

- a) the Bank receives a complaint from a payment cardholder that the Merchant refuses to accept a payment card for amounts below a certain limit, or
 - b) the Merchant does not adhere to the established deadlines or procedures, or
 - c) there are recurring legitimate claims concerning the Merchant 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 shall be authorised to withdraw from the Agreement with an immediate effect should the Merchant become non-compliant either with the requirements applied to the merchants by the card associations or with the security criteria of the Bank, e.g. consequently to the composition of its statutory bodies or composition of its shareholders.

§ 11

- (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.

§ 12

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

§ 13

- (1) The obligation to maintain confidentiality in relation to third parties (see § 4, para.10) ceases to exist upon withdrawal from or termination of the Contract.

ARTICLE VI

Final provisions

§ 14

- (1) This Contract and its terms and conditions are governed by the Czech law. Legal relationships not expressly stipulated by the Contract, its terms and conditions and by the General Business Terms and Conditions of UniCredit Bank Czech Republic, a.s. shall be governed by the Commercial Code, as amended, or, by other generally applicable legal provisions of the Czech Republic.

§ 15

- (1) The locally competent court for settling any disputes is the general court pertaining to the Bank.

§ 16

- (1) The Bank is entitled to amend the Terms and Conditions from time to time.

§ 17

- (1) These Terms and Conditions repeal and fully replace the Business Terms and Conditions to the Contract on Acceptance of Payment Cards through the E-commerce Internet Payment Portal issued by the Bank in the past.

§ 18

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

§ 19

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