

PRODUCT BUSINESS TERMS AND CONDITIONS FOR ACCEPTANCE OF PAYMENT CARDS

UniCredit Bank
Czech Republic and Slovakia, a.s.

Life is full of ups and downs.
We're there for both.

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 **UniCredit Bank**

PART I – INTRODUCTION

1 INTRODUCTORY PROVISIONS

These Product Business Terms and Conditions for Acceptance of Payment Cards of UniCredit Bank Czech Republic and Slovakia, a.s., Company Registration No.: 64948242 (hereinafter referred to as the "Bank" and the "Product Terms and Conditions") comprise an integral part of the "Contract on Acceptance of Payment Cards" (hereinafter referred to as the "Contract") and govern the binding rights and obligations of the Bank and of all persons or entities that conclude the Contract with the Bank and who are therefore regarded as contracting partners in relation to the international systems of accepters of the payment cards of VISA, MasterCard and Diners Club (hereinafter referred to as the "Contracting Partner").

2 DEFINITION OF TERMS USED

- 2.1** Authorisation is a process during which the validity of a payment card and coverage of the payment using that payment card are verified.
- 2.2** Authentication is a process during which a payment card holder is verified using a password (only in the case of a 3D secure payment card).
- 2.3** Authorisation centre is the place where payment authorisation, i.e. verification of a payment card's validity and coverage of the payment using that payment card, is carried out.
- 2.4** Authorisation code is a sequence of four to six digits or digits and letters that is communicated to the Contracting Partner as confirmation of consent to execute a transaction.
- 2.5** Authorisation limit is 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 point of sale of the Contracting Partner during one calendar day without prior authorisation.
- 2.6** Cash Back is a service which allows the card holder to perform a cash withdrawal in a payment card transaction.
- 2.7** CVC2 (CVV2) is a control code, i.e. the last three digits printed on the signature panel on the back of a payment card. (Card Verification Code/Value)
- 2.8** Identification document is an identity card, passport or ID card in the case of countries in the European Union.
- 2.9** Payment card holder is an individual who fulfils the terms and conditions for issuing and using a payment card and whose first and last names may be imprinted on the payment card in the lower half of the front side of the payment card.
- 2.10** EFT/POS terminal is a device designed for electronic processing of transactions. This device verifies the payment card and issues a sales receipt.
- 2.11** CHIP/PIN transaction is a chip transaction using a payment card where PIN must be entered.
- 2.12** Imprinter is a mechanical device designed to make an imprint of a payment card's identification data and the identification label of the Contracting Partner's point of sale when executing a transaction.
- 2.13** Card associations include companies VISA International, MasterCard Worldwide and Diners Club International.
- 2.14** Mail/Phone Orders are payments using a payment card when the payment card holder communicates the identification data in writing or by telephone with a subsequent written confirmation signed by the payment card holder.
- 2.15** mPOS is a portable electronic device that allows the acceptance of payment cards and that is connected to the authorisation centre through a smartphone or tablet.
- 2.16** Point of sale is a place where the Contracting Partner accepts non-cash payments for goods and services.
- 2.17** PCIDSS (Payment Card Industry Data Security Standard) is a security standard for payment cards established by card associations and companies. The standard is intended for organisations that process, transmit or keep data regarding payment card holders and card transactions. Its aim is to prevent disclosures of sensitive data about payment card holders and card fraud.
- 2.18** E-commerce payment portal is 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 web pages (in e-shops) (hereinafter referred to as the "payment portal").
- 2.19** Payment card is 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. Payment cards enable their holders to make non-cash payments for goods and services and to withdraw cash. Payment cards remain the property of the payment card issuer and are issued for the payment card holders for that person's use. Payment cards can be equipped with a contact chip as well as a contactless chip, by means of which transactions are executed. Payment cards are non-transferable. Payment cards should include information whether it is a debit, credit, prepaid or company card.
- 2.20** Validity of the payment card is the period during the course of which the payment card holder is entitled to use the payment card to pay for goods and services or to withdraw cash. The validity period is imprinted on the lower half of the front side of the payment card. It is determined by the period of the payment card's validity or the date of its expiration. The payment card is valid until the last day of the month and year specified in the card. The payment card may not be accepted at any time beyond its validity period.
- 2.21** Guidelines for Merchants Accepting Card Payments is the document containing procedures for making transactions with payment cards through POS terminals and imprinters. The Guidelines are handed over to the Contracting Partner when signing the contract and the contractual partner confirms the acceptance of the Guidelines by signing it. The Bank is entitled to change the provisions of the Guidelines with immediate effect.
- 2.22** Sales document is a confirmation of executing a transaction on a mechanical reader (imprinter) where the details of the payment card, the payment card holder, the point of sale, and the price of the goods or services are recorded. In the event of a payment portal, it is a record of the executed transactions containing the following details: the amount of the transaction, the type of goods/services paid using the payment card, the date of the transaction, order number and the IP address of the payment card holder.
- 2.23** For transactions via a payment portal (e-commerce), the operator is Global Payments Europe, s.r.o., with its registered office at V Olšínách 80/626, 100 00 Prague 10, Czech Republic, registered in the Companies Register of the Municipal Court in Prague, Section C, File No. 95419, Company Registration No.: 27088936, VAT ID No. CZ27088936.
- 2.24** Authorisation hold is a process of verifying whether the submitted payment card is valid and whether the expected amount of the card holder's expense is financially covered (through authorisation hold, the selected amount on the card holder's current account is temporarily held as unavailable).

- 2.25** Summary accounting document is a summarising accounting document on transactions executed at the Contracting Partner's point of sale during the billing period.
- 2.26** A stoplist is a list of payment cards that cannot be accepted via imprinters or EFT/POS terminals.
- 2.27** A domestic transaction is a transaction made using a card issued in the Czech Republic with a retailer from the Czech Republic.
- 2.28** A transaction means payment for goods and services made using a payment card or cash withdrawal.
- 2.29** A sales receipt is a proof of payment made using a payment card through an EFT/POS terminal, signed by the payment card holder or verified by PIN (save for some contactless payments) and confirming receipt of goods or use of services.
- 2.30** Payment card issuer is a bank or other financial institution that is entitled to issue VISA, MasterCard or Diners Club payment cards. The payment card issuer is also entitled to block the payment card.
- 2.31** The payment card masked number is the number, where a part of the figures is replaced by a different symbol. This is a safety feature, where the Contracting Partner is not revealed the full payment card number.

3 SUBJECT-MATTER

- 3.1** The subject-matter of these Product Terms and Conditions is to establish the rights and obligations of UniCredit Bank Czech Republic and Slovakia, a.s., (hereinafter referred to as the "Bank") and its Contracting Partners when accepting payment cards of associations VISA International, MasterCard Worldwide and Diners Club International (namely VISA, VISA Electron, V Pay, MasterCard, Maestro and Diners Club) (hereinafter referred to as the "payment cards"). Specification of the payment cards concerning a Contracting Partner is included in the Contract on Acceptance of Payment Cards in the section governing the commission, where the amount of the particular commission is designated in percentage values.
- 3.2** The Bank is entitled to amend the Product Terms and Conditions or add new provisions thereto, in particular in the case of provisions relating to sales documents and claims, the obligation to contact authorisation centre, security principles for processing of information about payment card holders, arrangements regarding the acceptance of cards via EFT/POS terminals or, as the case may be, mPOS, arrangements regarding the acceptance of payment cards via the Internet payment portal e-commerce, security principles for processing of information about payment card holders, arrangements regarding cash payment and "Quasi Cash" transactions, or arrangements regarding execution of "Mail/Phone Order" transactions, provided there is a reasonable need for such amendment or supplementation; for instance, a need for amending or expressly stipulate certain rights and obligations of the parties in relation to a change of a legal regulation, available technology, situation in financial markets, business policy of the Bank, rules of card associations or PCIDSS. The Bank shall send the wording of the amendments and supplementations, or the full wording of the Product Terms and Conditions so amended to the contracting party not later than 2 months before the date of the proposed effect of such amendment. Should the contracting party reject the proposed amendment of the Product Terms and Conditions, it shall have the right to terminate the relevant contractual relationship for this reason with immediate effect, however, not later than as of the date preceding the date of the proposed amendment. Provided the contracting party does not terminate the contractual relationship in this manner, the new

wording of the Product Terms and Conditions shall become binding upon the concluded contractual relationship as a change in the originally agreed conditions of the contractual relationship, effective as from the date stated in the relevant amendment of the Product Terms and Conditions.

- 3.3** In the event of an amendment or supplementation of a framework contract under a relevant act, the provisions of paragraph 3.2 shall apply not only in the event of amendment or supplementation of the Product Terms and Conditions, but also in the event of any other amendments or supplementations of the contractual conditions of such framework contract, save for the agreement on interest and exchange rates, where the Bank is entitled to amend the agreement of the parties on interest and exchange rates at any time and to do so unilaterally and without prior notice, provided the amendment consists of an adjustment in reference rates or exchange rates.
- 3.4** Should the parties' rights and obligations governed by the Product Terms and Conditions change as a direct result of an amendment of legal regulations that cannot be contractually circumvented, the provisions of paragraph 3.2 shall not apply. The Bank shall inform the contracting party of any such change.
- 3.5** Individual provisions of the Product Terms and Conditions are valid in the context of the wording of the Contract. Provided certain devices are not available to the Contracting Partner, or provided the Contracting Partner does not execute certain types of transactions that are referred to in the Product Terms and Conditions, then such provisions shall not apply to the Contracting Partner.

4 OBLIGATIONS AND RIGHTS OF THE CONTRACTING PARTIES

- 4.1** The Bank undertakes to provide the Contracting Partner, on its request, with an EFT/POS terminal and the necessary promotional materials in reasonable quantities. The Contracting Partner can procure an EFT/POS terminal or, as the case may be, mPOS at its own cost, and such devices must comply with all technical and security requirements of the card associations.
- 4.2** The Bank undertakes to train the Contracting Partner's staff to work with payment cards (it shall not apply in cases where the Contracting Partner performs the installation of an EFT/POS terminal or, as the case may be, mPOS individually).
- 4.3** The Bank is entitled to block the terminal or, as the case may be, the payment portal for a period absolutely necessary if suspicion of illegal activity exists or upon the instruction of one of the card associations; at the same time, it shall inform the Contracting Partner of the same.
- 4.4** In case of suspicion of fraudulent transactions made using payment cards, the Bank is entitled to report this fact to law enforcement authorities, the issuer of the payment card and the relevant card association.
- 4.5** The Contracting Partner undertakes to accept payments made using payment cards for all fulfilments provided to payment card holders as part of its customary and regular business activities, which are stated in the Contract, according to the instructions and in line with the Product Terms and Conditions; in doing so, the Contracting Partner:
- a)** shall accept payments made using payment cards for all provided fulfilments without restricting the transaction amount,
 - b)** shall not provide cash directly or indirectly to payment card holders under any circumstances, unless a "Cash Advance" point of sale or Cash Back type of transaction is concerned,
 - c)** shall present to the Bank only transactions for fulfilments provided to payment card holders by the Contracting Partner itself.

- 4.6** 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:
- a)** the payment card contains all identification data and security elements as described in the Instructions,
 - b)** the identification data and security elements have not been visibly modified or damaged,
 - c)** 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 payment card holder does not present an identification document, the Contracting Partner shall have the right to not complete/cancel the transaction,
 - d)** the payment card is presented prior to the expiration date of the payment card.
- 4.7** 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 provision of Article 7 hereof). The Contracting Partner undertakes to display, throughout the duration of the Contract, VISA, MasterCard and Diners Club emblems permanently and in visible places, informing the holders of such payment cards of the possibility to pay using those payment cards.
- 4.8** Provided the Bank informs the Contracting Partner in writing that the EFT/POS terminals or, as the case may be, mPOS do not comply with the technical or security standards of the card associations, the Contracting Partner is obliged to perform the actions required by the Bank within the set time limit in order to eliminate these shortcomings. Otherwise, the Bank shall be entitled to withdraw from the Contract.
- 4.9** 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 affect its due performance by both contracting parties. The Contracting Partner is also 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 details, registered office, point of sale address, Company Registration No. and telephone number. The Bank is obliged to inform the Contracting Partner in writing about changes of its name, registered office and Company Registration No.
- 4.10** The Contracting Partner undertakes not to make the provided imprinter or EFT/POS terminal or, as the case may be, mPOS or access to the payment portal in the case of e-commerce transactions available to third parties.
- 4.11** The Contracting Partner and the Bank undertake to treat all information arising from this contractual relationship as strictly confidential and not to communicate it to any third party. The card associations, other member banks of the VISA, MasterCard and Diners Club systems, and entities handling the central database 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.
- 4.12** The Contracting Partner undertakes that in the event of different prices for goods or services whether paid for in cash or by payment cards it shall inform its customers about this in a visible manner at its place of business. It also undertakes to inform the Bank about this fact in advance and in writing.
- 4.13** If the Bank incurs a receivable from the Contracting Partner in relation to accepting payment cards, the Bank is entitled to off-set this receivable unilaterally against the subsequent payments due to the Contracting Partner even without its prior approval. Should the Contracting Partner have no subsequent payments, it is obliged, on the Bank's request, to pay the relevant receivable to the Bank's account within ten calendar days.
- 4.14** The Contracting Partner undertakes not to issue, in any event, a credit note (execute a credit for an order), unless a corresponding original sales transaction using a payment card has been executed before.
- 4.15** The Contracting Partner undertakes not to accept, in any event, payment using a payment card as a settlement of an already existing debt.
- 4.16** If the Bank assesses certain transactions as risky, it shall have the right not to reimburse the Contracting Partner for such payments using payment cards. Such payments shall be accepted for collection only and reimbursed to the Contracting Partner after the lapse of the time period that is specified for an open claim settlement procedure and not exceeding 190 calendar days from the delivery thereof. If the Bank reimburses such a payment before the lapse of the aforementioned period and the collection of payment is not accepted by the payment card issuer, then the Bank is entitled to settle the amount so paid using the subsequent payments to the Contracting Partner's debit and without its prior consent. Should the Contracting Partner have no subsequent payments, it is obliged, on the Bank's request, to pay the relevant receivable to the Bank's account within ten calendar days.
- 4.17** If the transaction is confirmed as fraudulent, the Bank shall have the right to cancel the transaction and to settle the amount so paid to the Contracting Partner's debit and without its prior consent.
- 4.18** The Bank undertakes to send to the Contracting Partner, in the agreed form and within the agreed time limit, a Statement of Payment Card Transactions at least once per month.
- 4.19** The Contracting Partner shall have no right to transfer, without a prior written consent of the Bank, its receivable arisen hereunder to a third party; such transfer shall be null and void, and the Bank is not obliged to perform in favour of such third party.
- 4.20** Current interbank fee rates ("interchange fees") are available to the Contracting Partners at the websites of the card associations www.mastercard.com and www.visaeurope.com.
- 4.21** The Contracting Partner is obliged to comply with the Product Terms and Conditions, Instructions and the provisions imposed on it by an amendment or, as the case may be, supplementation of the Contract, or the provisions referred to in "Other Arrangement" in the Contract's form. If the Contracting Partner does not comply with these provisions, it may lead to termination of the Contract between the Bank and the Contracting Partner and to a potential recovery of the losses suffered.

PART II – METHODS OF ACCEPTING PAYMENT CARDS

ACCEPTING PAYMENT CARDS USING AN IMPRINTER

5 ISSUANCE OF SALES DOCUMENTS USING AN IMPRINTER

- 5.1** The Contracting Partner is obliged to issue sales documents to payment card holders on the forms supplied by the Bank for the fulfilments provided using an imprinter and when issuing the sales documents it is obliged to act in accordance with the Instructions and the Product Terms and Conditions to the Contract.

- 5.2** A sales document duly signed by the payment card holder and issued when using an imprinter is a proof of executing the respective transaction and acknowledgement of debt to the Contracting Partner resulting from this transaction. A sales document which has been overwritten or amended in any way shall be considered invalid.
- 5.3** If the Contracting Partner issues a sales document for the 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 later and without the consent and signature of the payment card holder, i.e. to cancel the original, incorrectly entered transaction and process a new transaction with the correct amount.
- 5.4** The Contracting Partner may issue only one sales document at a time for all payments made using a single payment card using an imprinter at one point of sale.
- 5.5** For transactions executed using an imprinter, a zero authorisation limit is defined, i.e. all transactions must be authorised (see item 6).
- 5.6** The Bank shall have the right not to reimburse the demonstrated sales document which have not been authorised.
- 5.7** The Contracting Partner may not, in any case, execute a refund in cash or refund to an account for a transaction executed using a payment card that is subsequently cancelled due to a claim on fulfilment made by the payment card holder. A refund (a credit transaction) must be made to a card number from which the original transaction has been settled. The Contracting Partner is obliged to execute the refund for cancelled transactions by issuance of a credit note in line with the relevant provisions of the Instructions. The Contracting Partner may not reject a claim on the grounds that the transaction was executed using a payment card.
- 5.8** The Contracting Partner is obliged to cancel the credit note issued in line with paragraph (5.7) of this provision not later than fifteen calendar days from the date of issuance of the relevant original credit note. Provided the cancellation is not carried out within the set time limit, the Bank is not obliged to make the refund.
- 5.9** In the case of a refund due to an erroneous transaction on the part of the Contracting Partner, the Contracting Partner is obliged to require the Bank to cancel such transaction without undue delay.
- 6 OBLIGATION TO CONTACT THE AUTHORISATION CENTRE**
- 6.1** When 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 or, as the case may be, 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 using the card. If the Bank communicates in response to a request 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.
- 6.2** 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 card holder 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 being misused otherwise, 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.
- 6.3** In the cases referred to in letters a), b) and c) of this provision, 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 REFUSAL TO ACCEPT A PAYMENT CARD**
- 7.1** The Bank reserves the right to require the Contracting Partner to refuse specific payment cards listed in the Stoplist or in a written notification. The Bank shall notify the Contracting Partner of such request without undue delay by sending an appropriate notification/Stoplist.
- 7.2** The Contracting Partner may not accept a payment card indicated in the relevant sent notification/Stoplist from a payment card holder from the moment of receiving such notification/Stoplist. In the case of any doubts concerning the receipt of such notification/Stoplist, it shall be presumed that this notification is delivered on the third banking day following the posting thereof.
- 7.3** The Bank is in no way responsible for any transaction carried out using a payment card listed in this notification/Stoplist and shall not reimburse the Contracting Partner for any transactions arising in connection with the use of a payment card listed in this notification/Stoplist.
- 8 SUBMISSION AND SETTLEMENT OF SALES DOCUMENTS**
- 8.1** The Contracting Partner is obliged to provide the Bank with all valid sales documents drawn up using the imprinter, together with a summary accounting document issued according to the Instructions and in accordance with the Product Terms and Conditions within 5 Banking Days from the date of the transaction, including the date of the transaction's execution and the delivery date. Unless the Contracting Partner delivers the sales documents within the specified time limit, the Bank cannot guarantee their reimbursement.
- 8.2** Submission of sales documents for transactions carried out using an imprinter shall mean the delivery of sales documents during the regular opening hours to any of the Bank's branches. The date of submitting sales documents shall mean the following banking day.
- 8.3** The Bank is obliged to process the sales documents within 10 days after the date of receipt thereof. The Bank shall pay the Contracting Partner an amount for the submitted sales documents reduced by the commission on the next banking day after the settlement. If the account is held with a different banking institution, cashless payments using payment cards shall be sent from the Bank on the next banking day after the settlement to the clearing centre of the Czech National Bank.
- 8.4** If the number or total of the amounts specified in the summary accounting document differs from the number of the sales documents prepared using an imprinter or the total of the amounts specified in the sales documents on individual transactions attached to the relevant summary accounting document, the Bank shall pay the Contracting Partner only the amounts evidenced by the actually delivered sales documents.

8.5 The sales documents which have not been issued in accordance with the Instructions and in line with these Product Terms and Conditions shall be accepted by the Bank only for collection and they shall be reimbursed to the Contracting Partner only after expiration of the time period designated for open claim settlement procedure, but not later than one hundred and ninety calendar days from the date of delivery thereof to the Bank. If the Bank reimburses such a payment before the lapse of the aforementioned time limit and the collection of payment is not accepted by the payment card issuer, then the Bank is entitled to settle the amount so paid using the subsequent payments to the Contracting Partner's debit and without its prior consent.

ACCEPTING PAYMENT CARDS USING AN EFT/POS TERMINAL

9 ACCEPTING PAYMENT CARDS USING AN EFT/POS TERMINAL, MPOS

9.1 A Contracting Partner who is, based on an Agreement on Provision of EFT/POS Terminal for Acceptance of Payment Cards, equipped by the Bank for acceptance of payment cards with an EFT/POS terminal or, as the case may be, an EFT/POS terminal or, as the case may be, mPOS by another entity, is entitled to accept card payments using such terminal as a reimbursement for the fulfilments provided. Payments using the VISA Electron and Maestro payment cards for the fulfilments provided may be accepted only using an EFT/POS terminal or, as the case may be, mPOS by proper loading of the payment card data by a magnetic strip sensor or chip sensor of the EFT/POS terminal or, as the case may be, mPOS in the physical presence of the payment card holder and provided the authorisation is carried out "online" by connecting the terminal or mPOS with the Bank's authorisation system. The Contracting Partner can execute so-called contactless payments, either via the contactless VISA and MasterCard payment cards or a mobile phone with the NFC technology supporting the PayPass and PayWave standards. Contactless payments may be made at EFT/POS terminals or, as the case may be, mPOS equipped with this technology, and the contactless transactions are executed by attaching the contactless payment card, or, as the case may be, mobile phone to the contactless reader of the EFT/POS terminal or, as the case may be, mPOS.

9.2 The Contracting Partner is obliged to issue sales receipts printed by the EFT/POS terminal or the cash desk to the payment card holders for the fulfilments provided. A sales receipt duly signed by the payment card holder or confirmed by PIN shall constitute a proof of executing the relevant transaction and of acknowledging the transaction by the payment card holder vis-a-vis the Contracting Partner. Payment cards used at an EFT/POS terminal may be verified also by entering the PIN by the payment card holder. Any subsequent changes to the sales receipt (overwriting, amending, etc.) shall render this document absolutely invalid to be used as such proof. Provided 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 then the payment card holder's signature on the sales receipt is necessary. In no event shall be permitted to insert data from the VISA Electron and Maestro payment cards to the EFT/POS terminal manually using the terminal keyboard (the so-called Key Entry transactions).

9.3 Transactions at an mPOS shall always be confirmed by entering the PIN. mPOS is not equipped with a printer, therefore the Contracting Partner is obliged to offer payment card holders a possibility to send the sales receipt using SMS or e-mail. Sales receipts from mPOS shall be sent to payment card holders using smartphones or tablets to which mPOS is connected. Sales

receipts for the Contracting Partner shall be saved only in electronic form and they are available through a web interface of the mPOS provider. The detailed procedure is described in the mPOS provider's manual, which is handed over during the installation.

9.4 If the payment card holder enters an incorrect PIN, the Contracting Partner is entitled to allow this payment card holder another corrective entry. If the last attempt for entering the PIN is not accepted by the payment card's issuer, the Contracting Partner is obliged to cancel the initiated transaction, to return the payment card to its holder, and request another form of payment for the provided fulfilment (another payment card or cash).

9.5 Even in case the PIN entry is performed successfully but the transaction is not authorised by the payment card's issuer, the Contracting Partner is obliged to cancel such transaction. In no way shall the Contracting Partner be entitled to complete such transaction in any manner whatsoever and present it to the Bank for settlement.

9.6 The Contracting Partner is obliged to act in compliance with the instructions displayed at the EFT/POS terminal (e.g. to contact the authorisation centre, to retain the payment card, etc.).

9.7 The Contracting Partner may issue only one sales document at a time for all payments made using a single payment card at one EFT/POS terminal. One purchase may not be divided into more transactions (it shall not apply to CHIP/PIN transactions).

9.8 If the payments are accepted using EFT/POS terminals or mPOS, the data transfer from the payments received for settlement to the Bank shall take place automatically after successful closing. The Contracting Partner is obliged to terminate their activity through a daily closing of terminals. Should the proper data transfer fail and the Contracting Partner complaints about the settlement of the transaction in question, based on the Bank's request, the Contracting Partner is obliged, without undue delay but at the latest within 5 banking days from the delivery of the request, to submit the copies of receipts regarding the transaction in question duly issued according to the Guidelines. If the Contracting Partner uses electronic receipt archive, the electronic version of the receipt shall be submitted to the Bank. The electronic receipt archive only concerns the transactions, where the payment card holder identification is carried out by entering PIN.

9.9 Should the Contracting Partner fail to submit the requested copies of the sales receipts within the specified time limit or if these are incomplete, the Bank is entitled neither to purchase nor reimburse the Contracting Partner for such payments made using payment cards. Such payments shall be accepted for collection only and reimbursed to the Contracting Partner after the lapse of the time period that is specified for an open claim settlement procedure and not exceeding one hundred and ninety calendar days from the delivery thereof. If the Bank reimburses such a payment before the lapse of the aforementioned time limit and the collection of payment is not accepted by the payment card issuer, then the Bank is entitled to settle the amount so paid using the subsequent payments to the Contracting Partner's debit and without its prior consent. Should the Contracting Partner have no subsequent payments, it is obliged, on the Bank's request, to pay the relevant receivable to the Bank's account within ten calendar days.

9.10 In the case of a refund due to an erroneous transaction on the part of the Contracting Partner, the Contracting Partner is obliged to require the Bank to cancel such transaction without undue delay. The Contracting Partner may not, in any case, execute a refund in cash or refund to an account for a transaction executed using a payment card that is subsequently cancelled due to a claim on fulfilment made by the payment card holder. A refund (a credit transaction) must be made to a card number from which the original transaction has been settled.

- 9.11** If the payments are accepted using an EFT/POS terminal, or, as the case may be, mPOS, the date of delivery of the payments received for settlement shall mean the date of the successful completion of the transmission of data from the EFT/POS terminal (successful closing) to the Bank's host system.
- 9.12** The Bank shall credit the Contracting Partner with payments from payment cards to the account held with the Bank on the next banking day after the closing of the payment terminal. If the account is held with a different banking institution, cashless payments using payment cards shall be sent from the Bank on the next banking day after the closing of the terminal to the clearing centre of the Czech National Bank.

ACCEPTING PAYMENT CARDS USING A PAYMENT PORTAL (E-COMMERCE)

10 ACCEPTING PAYMENT CARDS USING A PAYMENT PORTAL (E-COMMERCE)

- 10.1** The Bank shall ensure authorisation of payments and make an attempt to authenticate the payment card received by the Contracting Partner from the payment card holders as reimbursement for the fulfilments provided under these Product Terms and Conditions.
- 10.2** The Contracting Partner is obliged to verify the Operator's signature in all incoming messages. If the Contracting Partner fails to verify, with due care, the Operator's signature in an incoming message, the Bank shall not be responsible for the damage incurred by the Contracting Partner due to operations executed based on such message. None of the provisions of these Product Terms and Conditions shall affect the regulation concerning exclusion or limitation of the Bank's liability pursuant to the General Business Terms and Conditions.
- 10.3** The Contracting Partner undertakes to act according to the set procedures and rules, available on the Operator's web pages (www.gpwebpay.cz/Download) for each individual transaction. The Contracting Partner also undertakes to enter a request for reimbursement (settlement) of an order within the period determined for successful authorisation of the transaction; otherwise the Bank shall not guarantee the reimbursement to the Contracting Partner's account and the order shall be automatically cancelled within the Payment Portal. The periods for entering orders for processing are provided in the GP webpay Payment Portal – User Manual document, available at www.gpwebpay.cz/Download.
- 10.4** Conclusion of the Contract shall be conditional upon maintaining an account held with the Bank, used for settlement of the Contracting Partner's card transactions.
- 10.5** The Bank may make conclusion of the Contract subject to lodging of a security in an amount determined by the Bank in the Bank.
- 10.6** The Bank shall not be liable for potential malfunctions when making payment transactions which would be caused by the malfunction of those parts of the Internet public data network in use that are beyond its control; also, the Bank shall not be liable for the quality, completeness and timeliness of the delivery of the goods and services which are reimbursed by payments made using the Bank's e-commerce service. The Bank shall bear no responsibility for any damage incurred due to fraudulent dealings of the Contracting Partner's customers or in the case of fraudulent transactions executed via the Internet when the damage is suffered by the Contracting Partner.
- 10.7** The Contracting Partner may not, in any case, execute a refund in cash or refund to an account for a transaction executed using a payment card that is subsequently cancelled due to

a claim on fulfilment made by the payment card holder. The Contracting Partner is obliged to make a refund of the cancelled transaction via the web interface (credit of the order) without undue delay. The Contracting Partner may not reject a claim on the grounds that the transaction was executed using a payment card.

- 10.8** In the case of a refund by the Contracting Partner due to an erroneous transaction, the Contracting Partner is obliged to perform a cancellation (if the transaction is only authorised) or a credit of the order (if the money has already been collected) without undue delay.
- 10.9** Provided the payments are received via the e-commerce Internet payment portal, the transmission of data from the received payments for settlement to the Bank is carried out automatically.
- 10.10** Provided the payments are received via the e-commerce Internet payment portal, the date of delivery of the payments received for settlement shall mean the date of successful transmission of data from the payment portal to the Bank's host system. The Bank shall credit the Contracting Partner with payments from payment cards to the account held with the Bank on the next banking day after the data transmission to the Bank.
- 10.11** The Bank allows foreign currency settlement of transactions in EUR and USD for MasterCard and VISA payment cards (the respective foreign currency account numbers are stated in the Annex of the Contract). Transactions with Diners Club/Discover payment cards are settled in CZK only.

PART III – OTHER PROVISIONS

11 KEEPING OF SALES DOCUMENTS AND SALES RECEIPTS, CLAIMS

- 11.1** The Contracting Partner is obliged to keep all documents evidencing the due execution of the transaction for the period of two years after execution of the transaction. The Contracting Partner is obliged to keep the copies of all sales, summary documents or sales receipts, even if the original is provided to third parties on request, for the period of at least two years after execution of the transaction.
- 11.2** Should a payment card holder claim an irregularity in the amount of the fulfilment, irregularity in the sales document or some other substantial irregularity of the executed transaction, or should the Bank assess certain transactions as risky, the Contracting Partner is obliged to submit, on request of the Bank, all documents regarding such deal or, as the case may be, transaction to the Bank within 5 Banking Days from the date of delivery of its request or within the deadline determined by the Bank.
- 11.3** Should the Contracting Partner fail to submit these documents within the set time limit, or should these documents be incomplete, or should the Bank fail to provide a satisfactory explanation to the objection of the payment card holder based on the documents given to the Bank by the Contracting Partner, which results in issues regarding collection of the amount from the payment card holder, the Bank shall be entitled to offset the relevant amount as its receivable towards the Contracting Partner against any transaction of the Contracting Partner executed using a payment card which took place after the payment card holder has raised its objection. In such a case, the Bank is entitled not to reimburse the relevant transaction and the Contracting Partner has to handle the issue with the purchaser – payment card holder – within the claim settlement procedure otherwise. No further consent of the Contracting Partner is necessary for such procedure.

- 11.4** If a payment card holder makes a claim in relation to a transaction made using a payment card to pay for goods sent by mail, the Contracting Partner is obliged to send the goods so as to be able to prove clearly that the mail item was delivered and to whom it was delivered (for example, by a signed delivery receipt). If it is obvious beforehand that the delivery period of the goods exceeds 30 calendar days from the date of the transaction made using a payment card, the Contracting Partner is obliged to inform, in a verifiable manner, the payment card holder of the date of delivery of the goods (i.e. the date of delivery of the goods must be specified in the contract on sending of the goods or in written correspondence). The total delivery period shall not exceed 120 calendar days from the date of execution of the transaction using a payment card. Should the Contracting Partner fail to provide evidence of a due delivery of the goods ordered, or should the payment card holder claim damage to the mail item, and such claim of the payment card holder is solved in favour of the payment card holder within card scheme rules, the Bank shall have the right to claim compensation for damage from the Contracting Partner.
- 11.5** The Contracting Partner is obliged to settle complaints, claims and other objections concerning the fulfilment provided by the Contracting Partner directly with the payment card holders.
- 11.6** Provided the Contracting Partner receives, by mistake, reimbursement to which it is not entitled, the Bank is entitled to debit the amount so reimbursed from the next payments of the Contracting Partner without its prior consent. Should the Contracting Partner have no subsequent payments, it is obliged, on the Bank's request, to pay the relevant receivable to the Bank's account within 10 calendar days after such request. Breach of this provision may result in termination of the contractual relationship by the Bank.
- 11.7** 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 check the correctness of all data. The Contracting Partner is obliged to complain to the Bank in writing about any discrepancies in the settlement of fulfilments without undue delay after identifying them, however, not later than 13 months from the date of occurrence of such discrepancy. The date of occurrence of the discrepancy shall mean the date of processing of the relevant transaction in the Bank. If the Contracting Partner complains about no discrepancies within the set time limit, it shall be presumed that it agrees with the provided data.
- 12 SUMMARY OF REQUESTS OF CARD ASSOCIATIONS ESTABLISHING THE SECURITY PRINCIPLES IN THE PROCESSING OF INFORMATION REGARDING PAYMENT CARD HOLDERS**
- 12.1** The Contracting Partner is obliged to comply with the Payment Card Industry Data Security Standards (hereinafter referred to as PCIDSS) and to act in accordance with such standards. The rules and obligations following from PCIDSS, including all current documents, are available at: <https://www.pcisecuritystandards.org/> – the original text, and <http://www.pcistandard.cz/> – the Czech translation.
- 12.2** The Contracting Partner undertakes to implement precautions to prevent disclosure or misuse of data regarding customers following from PCIDSS, or, as the case may be, to implement remedies in any system elements and procedures that contradict PCIDSS within the deadline agreed with the Bank.
- 12.3** The Contracting Partner is obliged to report to the Bank all providers of services with which it shares data regarding payment card holders, or, as the case may be, of data regarding transactions (i.e. e.g. sales intermediaries for flight tickets, accommodation and other bookings, payment portal providers, web-hosting companies, intermediaries for loyalty schemes, call centres, etc.). The Contracting Partner is obliged to ensure that service providers that process, keep or transmit data regarding card holders or data on transactions for the Contracting Partner are in compliance with PCIDSS.
- 12.4** The Contracting Partner undertakes to provide the Bank with full cooperation in inspection of compliance with the PCIDSS conditions by both the Contracting Partner and the service provider that processes, keep or transmit data for the Contracting Partner. The Contracting Partner or, as the case may be, service provider shall present, on request, an assessment of compliance with the PCIDSS conditions to the extent set out by the PCIDSS rules. The Contracting Partner undertakes to provide the same cooperation also in inspections by card associations.
- 12.5** The Contracting Partner shall not be entitled to any compensation by the Bank for potential costs associated with the fulfilment of obligations following from PCIDSS, including implementation thereof.
- 12.6** Non-compliance with the PCIDSS rules or potential non-cooperation in inspection may result in financial sanctions by the card associations or other third parties. The Contracting Partner is obliged to reimburse the Bank for these potential sanctions without undue delay.
- 12.7** The Contracting Partner is obliged to inform the Bank immediately upon observing a disclosure or misuse of data regarding customers or transactions. The Bank is entitled to share this information with the card associations, state authorities and the 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.
- 12.8** The Contracting Partner is obliged to keep payment card numbers and other data of card holders (i.e. name of the payment card holder, payment card expiration date) in accordance with the PCIDSS rules.
- 12.9** If the Contracting Partner keeps the complete card number after authorisation (e.g. sales documents from the imprinter, copies of sales receipts with selected types of retailers, Mail/Phone Orders), or, as the case may be, along with other data of payment card holder, it must do so in accordance with the following rules:
- a)** The Contracting Partner shall physically secure (lock) all paper and electronic media containing the payment card holder's data so that they cannot be stolen and misused.
 - b)** The Contracting Partner shall not send the complete payment card number using technologies for sending end messages to users (e-mail, instant messaging and chat).
 - c)** The Contracting Partner shall not create own lists of card numbers by writing down data from payment cards or data from copies of sales documents.
 - d)** The Contracting Partner must maintain strict control over the internal and external distribution of any type of media containing the payment card holders' data. The media must be marked as "confidential", and, if necessary, they must be sent by a secure courier or via another delivery method which can be traced (e.g. registered mail).
 - e)** The Contracting Partner is obliged to maintain strict control over keeping of media containing the payment card holders' data and access thereto by authorised persons.
 - f)** The Contracting Partner is obliged to destroy media containing the payment card holders' data once the archiving period expires, using such method (shredding, burning) so that the payment card holders' data cannot be recovered and to maintain written records of archiving and shredding.

- 12.10** In no way shall the Contracting Partner keep the so-called sensitive verification data after authorisation, either in electronic, paper or voice form. Sensitive verification data shall mean: data from the card's magnetic strip or chip, CVV2/CVC2 control verification codes and PINs.
- 12.11** Should the Bank incur damage due to breach of these provisions (e.g. resulting from application of sanctions by 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 reimburse the Bank for such damage.
- 12.12** The Contracting Partner undertakes that it shall not use the original passwords of the suppliers of its applications in any network, system or user interface which could contain the payment card holders' data. Each user of the Contracting Partner's systems must use a unique user name and password.

PART IV – SPECIAL ARRANGEMENTS

13 SPECIAL ARRANGEMENTS FOR “CASH ADVANCE” PAYMENT AT THE BANK'S BRANCHES AND “QUASI CASH” TRANSACTIONS (EXCHANGE OFFICE, CASINO, BETTING SHOP) CARRIED OUT USING PAYMENT CARDS

- 13.1** A Contracting Partner who is entitled to provide payment card holders with the “Cash Advance” service (payment of cash at the Bank's branches) or “Quasi Cash” (exchange office, casino, betting shop) is obliged to act according to the Instructions and write the following on the sales receipt evidencing this transaction into the space designated for this purpose:
- a)** the four-digit number printed above or below the first four digits of the payment card number, the so-called “BIN”, if included in the card (not specified in Diners Club payment cards);
 - b)** the name of the payment card holder (if it is not included in the card, the name of the submitting person shall be written);
 - c)** the number and type of the controlled identification document (passport, identity card, etc.);
 - d)** the country of the document's issue;
 - e)** the expiration date of the identification document.

14 SPECIAL ARRANGEMENTS FOR EXECUTING “MAIL/PHONE ORDER” TRANSACTIONS

- 14.1** A Contracting Partner who is entitled to execute the Mail/Phone Order transactions must adhere to the binding conditions imposed by the Bank in the “Other Provisions” section of the Contract or in an amendment/supplement to the Contract.
- 14.2** When executing the “Mail/Phone Order” transactions, the Contracting Partner is not entitled to use websites.
- 14.3** The VISA Electron and Maestro payment cards are not intended for “Mail/Phone Order” transactions.

15 SPECIAL ARRANGEMENTS FOR EXECUTING TRANSACTIONS AT SELF-SERVICE TERMINALS (PARKING TERMINALS, PAY-AT-THE-PUMP SERVICE, ETC.)

- 15.1** A Contracting Partner who 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 in amendments/supplementations 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 TRANSACTIONS

- 16.1** A Contracting Partner who is entitled to execute cash payment through the Cash Back service must adhere to the binding conditions imposed by the Bank in “Other Provisions” of the Contract or in an amendment/supplement to the Contract.

17 SPECIAL ARRANGEMENTS FOR ACCOMMODATION SERVICES

17.1 Hotel Reservation Service

- a)** If a Contracting Partner accepts the VISA, VISA Electron, MasterCard, Maestro and Diners Club/Discover payment cards (hereinafter referred to as the payment cards) as a guarantee for hotel reservation, it is obliged to participate in the provision of the “Hotel Reservation Service”.
- b)** In order to carry out a hotel reservation, the Contracting Partner is obliged to obtain from the payment card holder his/her name, the number and expiration of the payment card, permanent residence, telephone number, date of arrival and date of departure. The Contracting Partner undertakes not to require the CVV2/CVC2 code in reservation of accommodation.
- c)** The Contracting Partner is obliged to calculate the price of the reserved accommodation and to set the exact name and address of the accommodation facility.
- d)** The Contracting Partner is entitled to present for settlement additional or modified fees including only taxes, fees for accommodation, food or beverages (minibar consumption), parking fee, provided the payment card holder has agreed with being liable for additional or modified fees.
- e)** Additional or modified fees must be charged to the payment card holder within 90 calendar days after the date of the relevant transaction.
- f)** The Contracting Partner is obliged to prepare a sales document for the additional or modified fees, writing “Signature on File” (or, as the case may be, “S.O.F.”) in the place for the signature of the payment card holder, and to send a copy to the payment card holder to the address specified in the hotel bill or in the account book.
- g)** The Contracting Partner notes that a “Signature On File” transaction is executed by the Contracting Partner unilaterally, without provable consent of the payment card holder, and the Bank shall not be responsible for such transaction and it shall accept it for collection only. If the payment card holder refuses to acknowledge and reimburse such transaction, the Bank is not obliged to purchase such receivable from the Contracting Partner, and provided it has already been reimbursed to the Contracting Partner, the Bank shall have the right to deduct the relevant amount of such reimbursement, without a prior consent of the Contracting Partner, and from any payments it receives to the credit of the Contracting Partner (payments following the date the Bank learns of the failure by the payment card holder to acknowledge the transaction).
- h)** The Contracting Partner is obliged to inform the payment card holder of the fact that should the hotel reservation be not duly cancelled in advance or should there be no registration by the “Check-out time” on the day following the date of the planned

arrival, the payment card holder shall be charged an amount equal to the price of a one-night stay.

- i) The Contracting Partner is obliged to provide a reservation code and to inform the payment card holder that it should be carefully stored for the purposes of potential complaint.
- j) The Contracting Partner is obliged to confirm, orally or, as the case may be, in writing on request, to the payment card holder the accuracy of the holder's name, the number and expiration of the payment card, the reservation code, the exact address of the accommodation facility, the description of the services provided based on order of the payment card holder and any other information regarding the hotel reservation.
- k) The Contracting Partner is obliged to accept any cancellation of a hotel reservation carried out prior to the date specified in the rules for cancellation of hotel reservation.
- l) The Contracting Partner is not entitled to require notification of cancellation of a hotel reservation earlier than 72 hours before the date of the planned arrival.
- m) Provided the hotel reservation is carried out within 72 hours before the date of the planned arrival, the Contracting Partner is not entitled to set out the deadline for cancellation of the hotel reservation earlier than at 6 p.m. of local time on the arrival date or on the date for which binding reservation is made.
- n) Provided the Contracting Partner requires cancellation of hotel reservation before 6 p.m. of local time on the date for which binding reservation is made, it is obliged to send the payment card holder the rules for cancellation of hotel reservation, including the date and time when the right to cancel expires.
- o) In the event of a due cancellation of hotel reservation, the Contracting Partner is obliged to provide a cancellation code and to inform the payment card holder that it should be carefully stored for the purposes of potential complaint.
- p) The Contracting Partner is obliged to confirm, orally or, as the case may be, in writing on request, to the payment card holder the accuracy of the holder's name, the number and expiration of the payment card, the cancellation code and any other information regarding cancellation of the hotel reservation.
- q) Should the payment card holder fail to use or cancel the hotel reservation by the deadline set in advance, the Contracting Partner is obliged to keep the booked rooms available by the "Check-out time" of the next day. Afterwards, the Contracting Partner is entitled to prepare a sales document for an amount corresponding to a one-night stay, including the applicable tax. The sales document must contain the holder's name and the number and expiration of the payment card, writing "No-Show" in the place for the signature of the payment card holder (the Contracting Partner shall not provide the CVV2/CVC2 code in the sales document). The Contracting Partner is obliged to authorise the amount and to present the Sales Document for settlement according to the Product Terms and Conditions .
- r) The Contracting Partner notes that a "No-Show" transaction is executed by the Contracting Partner unilaterally, without provable consent of the payment card holder, and the Bank shall not be responsible for such transaction and it shall accept it for collection only. If the payment card holder refuses to acknowledge and reimburse the transaction, the Bank is not obliged to clear this transaction. Provided the Bank reimburses such transaction, it is entitled to charge the amount so reimbursed to the Contracting Partner without its prior consent and from any transactions it receives to the credit of the Contracting Partner (transactions following the date the Bank learns of the failure by the payment card holder to acknowledge the transaction).

- s) If the confirmed accommodation is not available, the Contracting Partner is obliged to provide the payment card holder, free of charge, with comparable accommodation per one night in other accommodation facility, if requested, a 3-minute telephone call, sending of a message and transport to the alternate accommodation facility.

17.2 Advance Deposit Service

- a) The Contracting Partner shall have the right to provide the "Advance Deposit Service" only based on an exclusive arrangement with the Bank.
- b) If the Contracting Partner participates in the provision of the "Advance Deposit Service", it is obliged, subject to consent of the payment card holder with such payment, to accept all payment cards in order to pay the advance deposit.
- c) The Contracting Partner is obliged to obtain from the payment card holder his/her name, the number and expiration of the payment card, telephone number, postal address, date of planned arrival and estimated duration of the stay.
- d) Based on the estimated duration of the stay (not exceeding 14 nights), the Contracting Partner is obliged to determine the amount of the transaction. In the settlement, the Contracting Partner is obliged to include the advance deposit provided in the total amount.
- e) The Contracting Partner is entitled to present for settlement additional or modified fees including only taxes, fees for accommodation, food or beverages (minibar consumption), parking fee, provided the payment card holder has agreed with being liable for additional or modified fees.
- f) Additional or modified fees must be charged to the payment card holder within 90 calendar days after the date of the relevant transaction.
- g) The Contracting Partner is obliged to prepare a sales document for the additional or modified fees, writing "Signature on File" (or, as the case may be, "S.O.F.") in the place for the signature of the payment card holder, and to send a copy to the payment card holder to the address specified in the hotel bill or in the account book.
- h) The Contracting Partner notes that a "Signature On File" transaction is executed by the Contracting Partner unilaterally, without provable consent of the payment card holder, and the Bank shall not be responsible for such transaction and it shall accept it for collection only. If the payment card holder refuses to acknowledge and reimburse such transaction, the Bank is not obliged to purchase such receivable from the Contracting Partner, and provided it has already been reimbursed to the Contracting Partner, the Bank shall have the right to deduct the relevant amount of such reimbursement, without a prior consent of the Contracting Partner, and from any payments it receives to the credit of the Contracting Partner (payments following the date the Bank learns of the failure by the payment card holder to acknowledge the transaction).
- i) The Contracting Partner is obliged to inform the payment card holder about the price of the reserved accommodation and the exact name and address of the accommodation facility, confirm the intention to reserve the accommodation for the number of paid nights and inform the payment card holder about the rules for cancellation of hotel reservation.
- j) The Contracting Partner is obliged to provide a reservation code and to inform the payment card holder that it should be carefully stored for the purposes of potential complaint.

- k) The Contracting Partner is obliged to provide requests for advance deposit, rules for cancellation of hotel reservation, including the date and time when the right to cancel expires.
- l) The Contracting Partner is obliged to inform the payment card holder that the accommodation will be available in line with the hotel reservation made.
- m) Should the payment card holder request a written confirmation of a change made in the hotel reservation, the Contracting Partner is obliged to provide it with it.
- n) The Contracting Partner is obliged to inform the payment card holder that he/she is entitled to keep an amount, or the full amount, of the transaction, unless the payment card holder is registered by the "Check-out time" on the day following the date of accommodation determined beforehand (an amount of the unused part of the hotel reservation shall be deducted from the advance deposit paid by the payment card holder) or unless the hotel reservation is cancelled within the time limit set out beforehand by the Contracting Partner.
- o) The Contracting Partner notes that an "Advance Deposit" transaction is executed by the Contracting Partner unilaterally, without provable consent of the payment card holder, and the Bank shall not be responsible for such transaction and it shall accept it for collection only. If the payment card holder refuses to acknowledge and reimburse the transaction, the Bank is not obliged to clear this transaction. Provided the Bank reimburses such transaction, it is entitled to charge the amount so reimbursed to the Contracting Partner without its prior consent and from any transactions it receives to the credit of the Contracting Partner (transactions following the date the Bank learns of the failure by the payment card holder to acknowledge the transaction).
- p) According to the rules of the "Advance Deposit Service", the payment card holder may refuse to pay the advance deposit, however, the Contracting Partner is not entitled to charge anything for a "No-Show" transaction.
- q) The Contracting Partner is obliged to prepare a Sales Document, containing the following data:
 - The holder's name, the number and expiration of the payment card embossed on the payment card;
 - Telephone number and postal address of the payment card holder;
 - "Advance Deposit" in the place for the signature of the payment card holder;
 - Amount of the advance deposit;
 - Reservation code;
 - Planned date of arrival;
 - Date and time when the right to cancel expires without losing the advance deposit for the unused accommodation (if any).
- r) The Contracting Partner is obliged to authorise the amount of the advance deposit according to the Product Terms and Conditions and Instructions. If the authorisation is rejected, the Contracting Partner is obliged to inform the payment card holder of this fact, however, it shall have no right to present the relevant sales document for reimbursement.
- s) If the transaction is authorised, the Contracting Partner is entitled to present the sales document for settlement according to the Product Terms and Conditions and Instructions.
- t) Within 3 banking days after the date of the transaction, the Contracting Partner is obliged to send a copy of the relevant sales document and the rules for cancellation of hotel reservation to the payment card holder.
- u) The Contracting Partner is obliged to accept all cancellations made by the payment card holder within the time limits set out by the rules for cancellation of hotel reservation.
- v) In the event of a due cancellation of hotel reservation, the Contracting Partner is obliged to provide a cancellation code and to inform the payment card holder that it should be carefully stored for the purposes of potential complaint.
- w) The Contracting Partner is obliged to prepare a Credit Sales Document, containing the following data:
 - Amount of the transaction;
 - The holder's name, the number and expiration of the payment card embossed on the payment card;
 - Postal address of the payment card holder;
 - Cancellation code;
 - "Advance Deposit" in the place for the signature of the payment card holder.
- x) Within 3 banking days, the Contracting Partner is obliged to present the Credit Sales Document for settlement and send a copy of the sales receipt for the payment card holder to the payment card holder.
- y) Provided the reserved accommodation is not available, the Contracting Partner is obliged to provide the payment card holder with the following services for free:
 - To prepare a Credit Sales Document for the full amount of the transaction, present it for settlement and send a copy of the sales receipt for the payment card holder to the payment card holder;
 - To provide a comparable accommodation in an alternative accommodation facility for the number of nights specified in the reservation (not exceeding 14 nights) or until the reserved accommodation is available in the original accommodation facility;
 - To allow, if requested, a 3-minute telephone call and sending of a message to the alternative accommodation facility;
 - To provide transport to the alternative accommodation facility and back to the originally reserved accommodation facility; if requested, the Contracting Partner is obliged to provide transport to and from the alternative accommodation facility on a daily basis.

17.3 Priority Check-out Service

- a) The Contracting Partner shall have the right to provide the "Priority Check-out Service" only based on an exclusive arrangement with the Bank.
- b) If the payment card holder requests this service, the Contracting Partner is obliged to all payment cards as reimbursement for the goods and services provided.
- c) The Contracting Partner is obliged:
 1. To request the payment card to holder to fill out, sign and return to the Contracting Partner a Priority Check-out agreement, which must contain the following data:
 - Data embossed on the payment card (i.e. the holder's name, the number and expiration of the payment card);
 - Name of the accommodation facility;
 - City and country of the accommodation facility;
 - Amount of the transaction, including the currency;
 - Date of the transaction;
 - Description of the goods and services (optional);
 - Place for the signature of the payment card holder;
 - Place for the check-in date;
 - Place for the check-out date;
 - Place for the room number;
 - Place for the signature of the Contracting Partner;
 - Date and amount of the authorisation and the authorisation code (if allocated)
 - To include his/her postal address where a copy of the hotel bill will be sent by the Contracting Partner.

2. To prepare a Sales Document containing the total amount for payment and "Priority Check-out" in the place for the signature of the payment card holder;
 3. To check the completed Priority Check-out agreement and to ensure that the payment card number is identical to the payment card number in the Sales Document;
 4. In compliance with the Product Terms and Conditions and Instructions for retailers accepting payments using payment cards, the Contracting Partner is obliged to authorise the amount and present the Sales Document for settlement.
- d) On request of the payment card holder, the Contracting Partner is obliged to provide a copy of the Sales Document, bill broken down by individual items and the signed Priority Check-out agreement, directly on the spot or by post within 3 banking days after the date of departure of the payment card holder.
 - e) The Contracting Partner is obliged to keep the bill broken down by individual items and the signed Priority Check-out agreement for at least 6 months after the date of the transaction.
 - f) The Contracting Partner is entitled to present for settlement additional or modified fees including only taxes, fees for accommodation, food or beverages (minibar consumption), parking fee, provided the payment card holder has agreed with being liable for additional or modified fees.
 - g) Additional or modified fees must be charged to the payment card holder within 90 calendar days after the date of the relevant transaction.
 - h) The Contracting Partner is obliged to prepare a sales document for the additional or modified fees, writing "Signature on File" (or, as the case may be, "S.O.F.") in the place for the signature of the payment card holder, and to send a copy to the payment card holder to the address specified in the hotel bill or in the account book.
 - i) The Contracting Partner notes that a "Signature On File" transaction is executed by the Contracting Partner unilaterally, without provable consent of the payment card holder, and the Bank shall not be responsible for such transaction and it shall accept it for collection only. If the payment card holder refuses to acknowledge and reimburse such transaction, the Bank is not obliged to purchase such receivable from the Contracting Partner, and provided it has already been reimbursed to the Contracting Partner, the Bank shall have the right to deduct the relevant amount of such reimbursement, without a prior consent of the Contracting Partner, and from any payments it receives to the credit of the Contracting Partner (payments following the date the Bank learns of the failure by the payment card holder to acknowledge the transaction).

17.4 Cash Disbursement

- a) The Contracting Partner shall have the right to provide the "Cash Disbursement" service only based on an exclusive arrangement with the Bank.
- b) The Contracting Partner is entitled to provide Cash Disbursement only to registered guests who are also VISA payment card holders.
- c) The Contracting Partner is obliged to request from the payment card holder an expression of his/her intention to pay for the hotel services using a VISA card in the registration form.
- d) Before the cash disbursement, the Contracting Partner is obliged to request the payment card holder to present an identification document (identification card or passport), which shall be assessed by the Contracting Partner and, provided the check is positive, record the type and number of the identification document

in the Sales Document. The type and number of the identification document presented by the VISA payment card holder VISA as well as the 4 digits in the payment card with the embossed payment card identification information above or below the payment card number shall be written by the Contracting Partner on the front side of the Sales Document.

- e) The Contracting Partner shall have no right to pay more than USD 250, or the equivalent in local currency, in the course of the stay of the VISA payment card holder. The cash disbursement amount may be limited by the availability of funds.
- f) The Contracting Partner undertakes not to include any additional fees, save for taxes or fees determined by local regulations, in the amount of the transaction.

18 SPECIAL ARRANGEMENTS FOR VEHICLE RENTAL COMPANIES

18.1 From VISA, VISA Electron, Maestro and Diners Club/Discover (hereinafter referred to as the payment cards) payment card holder, Contracting Partners are obliged to obtain the card holder's name, payment card number and validity period, permanent residence and telephone number.

18.2 The Contracting Partner can carry out an estimate of the amount of the transaction for the purposes of authorisation hold of the payment transaction based on the following data:

- a) the duration of the rental period specified by the payment card holder;
- b) rental rates;
- c) applicable taxes;
- d) rates per driven kilometre and estimated distance travelled.

The amount of the transaction provisionally calculated by the Contracting Partner shall not include the costs covering potential car accident or amount of excess.

18.3 The Contracting Partner is entitled to present the Bank for settlement with additional or modified fees including only taxes, fuels, insurance fees, rental fees, damage to the rented vehicle, parking tickets and other charges for other traffic offences, provided the payment card holder has agreed with being liable for additional or modified fees.

18.4 Additional or modified fees must be charged to the payment card holder within 30 calendar days after the date of the relevant transaction.

18.5 If reimbursement of a parking ticket or traffic offence is settled, the Contracting Partner is obliged to provide the Bank with documents from the competent national authority, including the registration number of the rented vehicle, the time and place of the offence, the breached law and amount of charge in local currency.

18.6 If the reimbursement of damage to the vehicle is settled, the Contracting Partner is obliged to provide the Bank with all the following documents:

- a) a copy of the car rental agreement;
- b) an estimate of costs of repair of damage to the vehicle, done by an authorised service facility which is officially authorised to carry out repairs in the country where the Contracting Partner is seated;
- c) a report of the national authority on a car accident (is any);
- d) a document evidencing the consent of the payment card holder to the reimbursement of costs of repaid of the damaged vehicle using his/her payment card;

- e) any other suitable document evidencing the payment card holder's liability;
 - f) a copy of the insurance contract of the Contracting Partner, provided the Contracting Partner requests that the payment card holder pays an amount of excess.
- 18.7** The Contracting Partner is obliged to prepare a sales document for additional fees (e.g. for parking, which were not included in the original invoice/settlement) or modified fees (e.g. the invoice includes petrol consumption which would be higher in the final settlement), writing "Signature on File" (or, as the case may be, "S.O.F.") in the place for the signature of the payment card holder, and to send a copy to the payment card holder to the address specified in the rental agreement or in the account book.
- 18.8** The Contracting Partner notes that a "Signature On File" transaction is executed by the Contracting Partner unilaterally, without provable consent of the payment card holder, and the Bank shall not be responsible for such transaction and it shall accept it for collection only. If the payment card holder refuses to acknowledge and reimburse such transaction or, as the case may be, if it makes a claim in relation to it, the Bank is not obliged to clear such transaction, and provided it has already been reimbursed to the Contracting Partner, the Bank shall have the right to deduct the relevant amount of such reimbursement, without a prior consent of the Contracting Partner, and from any payments it receives to the credit of the Contracting Partner (payments following the date the Bank learns of the failure by the payment card holder to acknowledge the transaction) or, as the case may be, it is entitled to claim refund thereof from the Contracting Partner.
- 18.9** The Contracting Partner notes that it shall not require Advance Deposit as a guarantee for damage to the vehicle. Such transaction shall not be valid even if confirmed by PIN or signature of the payment card holder. If such transaction is cleared and the payment card holder refuses to acknowledge and reimburse such transaction or, as the case may be, it makes a claim in relation to it, the Bank is not obliged to clear such transaction, and provided it has already been reimbursed to the Contracting Partner, the Bank shall have the right to deduct the relevant amount of such reimbursement, without a prior consent of the Contracting Partner, and from any payments it receives to the credit of the Contracting Partner (payments following the date the Bank learns of the failure by the payment card holder to acknowledge the transaction) or, as the case may be, it is entitled to claim refund thereof from the Contracting Partner.

19 SPECIAL ARRANGEMENTS FOR E-COMMERCE

Recurring Transactions

- 19.1** A Contracting Partner who is entitled to execute recurring transactions through the Payment Portal must adhere to the binding conditions imposed by the Bank in "Other Provisions" of the Contract or in an amendment/supplement to the Contract.

Restrictions on Availability of Alcoholic Beverages to Persons under 18 Years of Age

- 19.2** The Contracting Partner undertakes, as of the date of commencement of accepting payment cards, to amend its business terms and conditions so that purchase contracts when selling alcoholic beverages are not concluded with persons under 18 years of age and, before handing over the object of the purchase, it shall identify (e.g. through employees of the parcel service) the date of birth of the purchaser (or, as the case may be, of the person taking over the parcel). Provided the proper age of the purchaser is not identified in this manner, the purchase contract shall be considered cancelled and the goods shall be returned to the Contracting Partner.

- 19.3** The Contracting Partner is obliged to prove to the Bank, on its request, that control of the client's age has been carried out during the relevant transaction. The Contracting Partner shall prove this fact by presenting a copy of the handover protocol (delivery receipt), indicating the age of the person taking over the parcel and the identification document based on which his/her age has been controlled.

- 19.4** The Contracting Partner undertakes to check, in the case of orders for sending alcoholic beverages outside the Czech Republic, whether the import of alcoholic beverages is permitted in the contemplated destinations and to observe the potential prohibition, rejecting potential orders to such countries. In this respect, it shall amend its business terms and conditions as of the date of commencement of accepting payment cards.

- 19.5** The Contracting Partner undertakes to publish a notice on the web pages of its shop that the sale of alcoholic beverages to persons under 18 years of age is prohibited.

- 19.6** The Contracting Partner notes that in the event of violation of the prohibition of sale of alcoholic beverages to persons under 18 years of age or, as the case may be, to countries where the sale of alcoholic beverages is prohibited, the Contracting Partner exposes the Bank to the risk of sanctions by card associations. If the Bank is obliged to pay the sanctions on the grounds mentioned, the Contracting Partner undertakes to reimburse the Bank for such damage without undue delay.

PART V – CONCLUSION

20 TERMINATION OF THE CONTRACT

- 20.1** The Contract is concluded for an indefinite period of time. Any of the contracting parties may terminate the Contract without stating their 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 two 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. A notice of termination shall be considered delivered on the 3rd third banking day after being sent to the address of the relevant contracting party. All provisions of these Product Terms and Conditions 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 Product Terms and Conditions until the date following the expiration of the Contract.

- 20.2** 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, in particular if:

- a) the Bank receives a complaint from a payment card holder 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;
- d) no transaction using a payment card was executed with the Contracting Partner during the previous 6 months.

- 20.3** 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 composition of its statutory bodies or the composition of shareholders, etc.; a contracting party notes that the Bank is entitled to withdraw from this Contract pursuant to the relevant provisions of the General Business Terms and Conditions.
- 20.4** The Bank is further entitled to withdraw from the Contract with immediate effect without stating its reasons within the period of three months from concluding the Contract.
- 20.5** 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.

21 FINAL PROVISIONS

- 21.1** These Product Terms and Conditions shall fully supersede the Product Business Terms and Conditions to the Contract on Acceptance of Payment Cards valid from 9 December 2015.
- 21.2** These Product Terms and Conditions are valid from 9 October 2017.