

PRODUCT TERMS AND CONDITIONS FOR ACCEPTING PAYMENT CARDS

UniCredit Bank
Czech Republic and Slovakia, a.s.

PART I – INTRODUCTION

1 INTRODUCTORY PROVISIONS

These Product Terms and Conditions for Accepting Payment Cards of UniCredit Bank Czech Republic and Slovakia, a.s., Identification No.: 64948242 (hereinafter referred to as the “Product Terms and Conditions” and the “Bank”, respectively), form an integral part of the Agreement on Acceptance of Payment Cards (hereinafter referred to as the “Agreement”) and regulate, with binding effect, the rights and obligations of the Bank and of every entity that concludes an agreement with the Bank and is thus considered to be a contractual partner within the international systems of VISA, Mastercard, Diners Club and Alipay payment-card acceptors (hereinafter referred to as the “Contractual Partner”).

2 EXPLANATION OF TERMS USED HEREIN

- Alipay is a payment application for use on mobile telephones that enables its users to pay for goods/services by means of reading a QR code, which is usually displayed on the display of the payment terminal. Unless stated otherwise below, the same applies to transactions executed by means of Alipay as for transactions executed by means of payment cards.
- Authentication is the process by which the payment-card holder is verified using a password (only in the case of a 3D Secure payment card).
- Authorisation is the process by which the validity of the payment and coverage of the given payment by such card are verified.
- The authorisation centre is the place where payment authorisation, i.e. verification of the validity of the payment card and verification of coverage of the given payment by such payment card, is carried out.
- An authorisation code is a four to six digit sequence of numbers or numbers and letters that is communicated to the Contractual Partner as confirmation of consent to the executed transaction.
- Cash Back is a service that enables a card holder to withdraw cash when executing a payment-card transaction.
- CVC2 (CVV2) is a security code comprising the last three digits printed on the back of the payment card (Card Verification Code / Value).
- An identification document is understood to be a national identity card, passport or ID card in the case of a European Union country.
- A cardholder is a natural person who fulfils the conditions for the issuance and use of a payment card and whose name and surname may be imprinted on the lower half of the front or back of the payment card.
- An EFT/POS terminal is a device intended for the electronic processing of transactions. This device verifies the payment card and produces a receipt.
- A CHIP/PIN transaction is a chip transaction using a payment card, during which entry of the PIN is required.
- The card associations are the companies VISA, Mastercard, Diners Club and Alipay.
- Mail/Telephone Orders are payments rendered by payment card when the identification data is provided by the cardholder in written form or by telephone with subsequent written confirmation signed by the cardholder.
- A masked payment-card number is a payment-card number in which some of the numerals have been replaced with a different symbol. This is a security element whereby the full payment-card number is not shown to the Contractual Partner.

- mPOS is a portable electronic device that enables acceptance of payment cards and/or Alipay and is connected to the authorisation centre via a smartphone or tablet.
- The point of sale is the place at which the Contractual Partner accepts cashless payments for goods and services.
- 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, transfer or store data on cardholders and card transactions. Its purpose is to prevent sensitive cardholder data and payment-card fraud.
- A payment gateway is a set of software, hardware and organisational measures that ensures communication between the world of the public internet and the world of financial systems and enables Contractual Partners to accept payment cards on their websites (e-shops).
- A payment card is a plastic card with dimensions of approximately 85 mm × 54 mm, whose appearance, data arrangement and security elements correspond to the specifications of the relevant card association on the front and back of the card. A payment card enables its holder to make cashless payments for goods and services and to withdraw cash. The payment card remains the property of the card issuer and is issued to the cardholder for use. Payment cards can be equipped with a contact chip or a contactless chip by means of which transactions are executed. Payment cards are non-transferable. It should be indicated on the payment card whether it is a debit, credit, prepaid or company card.
- A payment card's period of validity is the period in which the cardholder is authorised to use the payment card to pay for goods and services or to withdraw cash. The period of validity is shown on the front or back of the payment card. It is shown as the period of validity or as the expiry date. A payment card is valid until the last day of the month and year imprinted on the card. A payment card cannot be accepted outside its period of validity.
- Instructions for Merchants Accepting Payments via Payment Cards is a document containing the procedures for executing payment-card transactions via payment terminals. The Instructions are issued to the Contractual Partner upon signing of the Agreement, and by signing the Agreement, the Contractual Partner confirms receipt of such Instructions. The Bank is authorised to amend the provisions of the Instructions with immediate effect.
- A sales receipt is confirmation of the execution of a transaction. The receipt contains data on the payment card, the point of sale and the price of the goods or services. In the case of a payment gateway, this involves a record of the executed transaction containing the following information: the amount of the transaction, the type of goods/services paid for by payment card, the date of the transaction, the order number and the IP address of the cardholder.
- In the case of transactions carried out via a payment gateway (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, Identification No. 27088936, Tax identification No. CZ27088936, entered in the Commercial Register administrated by the Municipal Court in Prague, Section C, File 95419.
- Pre-authorisation is the process by which it is verified whether the presented payment card is valid and whether the cardholder's anticipated amount of spending is covered financially (by carrying out pre-authorisation, the entered amount is temporarily blocked in the cardholder's current account).
- A transaction is understood to be a payment for goods and services using a payment card and/or Alipay or a cash withdrawal.
- A domestic transaction is a transaction executed using a card issued in the Czech Republic at a merchant in the Czech Republic.

- UniCredit Bank SoftPOS is an application that enables merchants to carry out contactless acceptance of payment cards on their mobile telephone or on another device without the necessity of installing additional hardware.
- A receipt is a document for payment rendered by payment card confirming the acceptance of goods or the use of services.
- The payment-card issuer is the Bank or other institution that is authorised to issue VISA, Mastercard or Diners Club payment cards. The payment-card issuer is concurrently authorised to block the given payment card.

3 SUBJECT

- 3.1** The subject of these Product Terms and Conditions is the specification of the rights and obligations of the Bank and its Contractual Partners in accepting payment cards of the associations VISA, Mastercard, Diners Club and the Alipay application (specifically VISA, V Pay, Mastercard, Maestro, Diners Club and the Alipay application) (hereinafter referred to as the “payment cards”). The specification of the particular payment cards relating to the individual Contractual Partner is set forth in the Agreement on Acceptance of Payment Cards in the section governing commissions, where the percentage amount of the relevant commission is indicated.
- 3.2** The Bank is authorised to amend these Product Terms and Conditions or to supplement them with new provisions, particularly if this involves provisions pertaining to sales receipts and complaints, the obligation to contact the authorisation centre, security principles relating to the processing of cardholders’ information, arrangements for acceptance of cards and applications via EFT/POS terminals or, as the case may be, mPOS or SoftPOS, arrangements for acceptance of payment cards via internet payment gateways (e-commerce), security principles relating to the processing of cardholders’ information, arrangements for cash payments and “Quasi Cash” transactions and arrangements for executing “Mail/Telephone Order” transactions, if a reasonable need for such amendment or supplementation arises, e.g. the need to change or newly and expressly adjust the rights and obligations of the parties in connection with a change in the legal regulations, available technologies, the situation on financial markets, the Bank’s business policy, the card associations’ rules or the PCIDSS. The Bank shall send the text of the amendments and supplements or the full text of the thus amended Product Terms and Conditions to the contracting party no later than two months before the proposed effective date of such amendment. If the contracting party does not agree with the proposed amendment to the Product Terms and Conditions, such party shall, for such reason, be authorised to withdraw from the relevant contractual relationship with immediate effect, though no later than the date preceding the date of the proposed amendment. If the contracting party does not terminate the contractual relationship in this manner, the new version of the Product Terms and Conditions shall become binding for the concluded contractual relationship as an amendment to the originally agreed terms and conditions of the contractual relationship, with effect from the date specified in the relevant amendment to the Product Terms and Conditions.

- 3.3** In the case of an amendment or supplement to a framework agreement pursuant to the relevant act, the provisions of Article 3.2 shall apply not only in the case of an amendment or supplement to the Product Terms and Conditions, but also in the case of any other amendments or supplements to the contractual terms and conditions of such framework agreement, with the exception of an agreement on interest rates and exchange rates, which the Bank is authorised to amend unilaterally at any time and without prior notice if the amendment is based on a change in reference rates or exchange rates.

- 3.4** In the event that the parties’ rights and obligations governed by these Product Terms and Conditions change due to a change in the legal regulations from which it is not possible to contractually deviate, the provisions of Article 3.2 shall not be applied. The Bank shall inform the contracting partner of any such change.

- 3.5** The individual provisions of the Product Terms and Conditions are valid in the context of the text of the agreement. In the event that the Contractual Partner party does not have certain equipment available or does not carry out certain types of transactions that are specified in the Product Terms and Conditions, then these provisions shall not apply to such Contractual Partner.

- 3.6** On the basis of licenses issued by the card associations Mastercard, VISA, Diners Club and Alipay, the Bank is authorised to charge only for transactions executed in the Czech Republic. The Contractual Partner may not use EFT/POS terminals or mPOS or SoftPOS on the territory of another country. Any breach of this provision shall be considered a gross breach of the Agreement.

4 OBLIGATIONS AND AUTHORISATIONS OF THE CONTRACTING PARTIES

- 4.1** At the Contractual Partner’s request, the Bank undertakes to equip the Contractual Partner with an EFT/POS terminal and the necessary promotional materials in the adequate quantity. The Contractual Partner may purchase an EFT/POS terminal or, as the case may be, mPOS or SoftPOS at its own expense, and such devices must fulfil all technical and security requirements of the PCIDSS and the card associations.

- 4.2** The Bank undertakes to train the Contractual Partner’s employees to work with payment cards (this does not apply to the case when the Contractual Partner independently carries out installation of an EFT/POS terminal or mPOS or SoftPOS).

- 4.3** The Bank is authorised to block the terminal or payment gateway for the necessary period of time if there is suspicion of illegal conduct or based on the instructions of one of the card associations and shall inform the Contractual Partner of such blocking.

- 4.4** In the event of suspicion of fraudulent payment-card transactions, the Bank is authorised to report such fact to law-enforcement authorities, the payment-card issuer and the relevant card association.

- 4.5** The Contractual Partner undertakes to accept card payments for all instances of performance provided to cardholders within its ordinary and proper business operations set forth in the Agreement and shall do so in accordance with the Instructions and in accordance with these Product Terms and Conditions, where-as:

- a) the Contractual Partner shall accept card payments for all instances of provided performance without limitations on the transaction amount.
- b) in no circumstances shall the Contractual Partner directly or indirectly provide cash to cardholders unless this involves

- a “Cash Advance” (cash disbursal) point of sale or a “Cash Back” transaction.
- c) the Contractual Partner shall claim in relation to the Bank only those transactions for performance provided to cardholders by the Contractual Partner itself.
- 4.6** The Contractual Partner undertakes to accept only such payment cards that correspond to the description of a given payment card and the terms and conditions of its acceptance set forth in the Instructions, with particular emphasis on whether:
- a) the payment card contains all the identification data and security elements as described in the Instructions;
- b) the identification data and security elements have not been visibly altered or damaged;
- c) the signature on the issued sales receipt corresponds to the signature on the payment card; in the case of any doubt, the Contractual Partner must request a photo-identity document of the person presenting the payment card; if the cardholder does not provide such identification document, the Contractual Partner has the right not to complete or to cancel the transaction;
- d) the payment card is presented before its expiration date.
- 4.7** The Contractual Partner undertakes to permanently display VISA, Mastercard, Diners Club and Alipay emblems in visible places throughout the duration of the Agreement, thus informing VISA, Mastercard, Diners Club and Alipay cardholders of the possibility to make payments with such payment cards and/or application.
- 4.8** In the event that the Bank notifies the Contractual Partner, in writing, that the EFT/POS terminals or, as the case may be, mPOS or SoftPOS do not fulfil the card associations’ technical or security standards, the Contractual Partner must carry out actions required by the Bank for the purpose of eliminating such deficiencies within the specified time period. In the opposite case, the Bank shall be authorised to withdraw from the Agreement.
- 4.9** The Contractual Partner undertakes to inform the Bank sufficiently in advance about all changes that may affect the basic requirements of the Agreement and have an impact on its due performance by both contracting parties. The Contractual Partner is obligated to notify the Bank, in writing, of any changes in the type or character of the goods or services that it offers, including changes to its bank-account details, registered office, address of its place of business, identification number or telephone number. The Bank must inform the Contractual Partner, in writing, of any changes to its name, registered office or identification number.
- 4.10** The Contractual Partner undertakes to not make the provided EFT/POS terminal or, as the case may be, mPOS or SoftPOS or, in the case of e-commerce transactions, access to the payment gateway available to third parties.
- 4.11** The Contractual Partner and the Bank undertake to consider all information arising from this contractual relationship to be strictly confidential and not to disclose such information to any third party. The card associations, other member banks of the VISA, Mastercard, Diners Club and Alipay systems and the entities providing the central database of Contractual Partners in whose case there is suspicion of fraudulent behaviour are not considered third parties. The Bank is authorised to provide information to courts, state prosecutors, bodies of state administration, the financial arbitrator of the Czech Republic and the Police of the Czech Republic. If a receivable from the Contractual Partner arises on the part of the Bank in connection with the acceptance of payment cards and applications, the Bank is authorised to unilaterally deduct such receivable when rendering a subsequent payment to the Contractual Partner’s account and may do so even without the Contractual Partner’s prior consent. If the Contractual Partner does not have any subsequent payments, the Bank is authorised to deduct the receivable from the Contractual Partner’s account, or the Contractual Partner must pay the relevant receivable to the Bank’s account within ten calendar days.
- 4.12** The Contractual Partner undertakes that it shall not in any case issue a credit note (order credit) without the prior execution of a corresponding original sales transaction paid for by means of payment card or application.
- 4.13** The Contractual Partner undertakes that it shall not in any case accept payment by means of payment card as payment for an existing debt.
- 4.14** If the Bank assesses certain transactions as high-risk, it is authorised not to reimburse the Contractual Partner for such payments rendered using payment cards or an application. Such payments will be accepted only for collection and will be reimbursed to the Contractual Partner only after the expiry of the period specified for the open claim procedure, though no later than 190 calendar days from the date of delivery. If the Bank renders such payment before the expiry of the above-mentioned period and if collection of the payment is not accepted by the payment-card issuer, the Bank is authorised to deduct the amount thus paid from subsequent payments to the Contractual Partner without such Contractual Partner’s prior consent. If the Contractual Partner does not have any subsequent payments, it must pay the relevant receivable to the Bank’s account within ten calendar days upon the Bank’s request.
- 4.15** In the event that that a transaction is verified as fraudulent, the Bank is authorised to cancel the transaction and to clear the amount thus paid to the debit of the Contractual Partner without such Contractual Partner’s prior consent.
- 4.16** The Bank undertakes to send to the Contractual Partner a statement of transactions executed using payment cards at least once per month in the agreed format and on the agreed date.
- 4.17** The Contractual Partner is not authorised, without the prior written consent of the Bank, to transfer its own receivables arising pursuant to these Product Terms and Conditions to a third party: such transfer shall be deemed invalid and the Bank shall not be responsible for performance toward such third party.
- 4.18** The Contractual Partner declares that its products on offer are in accordance with the laws of the Czech Republic. In the event of violation of the law leading to the imposition of sanctions by the card associations, the Contractual Partner undertakes to provide compensation for the damage thus caused without undue delay.
- 4.19** The current interchange fees are available to Contractual Partners on the websites of the card associations at www.mastercard.com and www.visa.co.uk.
- 4.20** The Contractual Partner must comply with the Product Terms and Conditions, the Instructions and provisions imposed by the addendum or addenda to the Agreement or specified in the agreement form in the “Additional Provisions” section. In the event that the Contractual Partner does not comply with these provisions, such failure may lead to termination of the Agreement between the Bank and the Contractual Partner, and as the case may be, collection of the damages incurred.
- 4.21** The Bank may condition the conclusion of an Agreement with the provision of a security deposit to the Bank in an amount specified by the Bank.
- 4.22** The Bank allows foreign-currency settlement of transactions

in EUR and USD for Mastercard and VISA payment cards (the numbers of the relevant foreign-currency accounts are set forth in an annex to the Agreement). Transactions executed using Diners Club / Discover payment cards are settled only in CZK.

PART II – MEANS OF ACCEPTING PAYMENT CARDS

5 ACCEPTANCE OF PAYMENT CARDS VIA AN EFT/POS TERMINAL, mPOS

5.1 A Contractual Partner equipped, based on an agreement on the provision of an EFT/POS terminal, by the Bank with an EFT/POS terminal for the acceptance of payment cards or with an EFT/POS terminal, mPOS or SoftPOS at its own expense is authorised to accept payments using payment cards or an application through such terminal as payment for provided performance. Payments made with VISA Electron and Maestro payment cards for provided performance can be accepted only by means of an EFT/POS terminal or mPOS by properly reading the payment-card data with the magnetic-strip sensor or chip sensor of the EFT/POS terminal or mPOS in the physical presence of the cardholder and under the condition that authorisation is carried out online by connecting the terminal or mPOS to the Bank's authorisation system. The Contractual Partner can carry out contactless payments by means of VISA and Mastercard contactless payment cards and by means of a mobile telephone with NFC technology which supports the PayPass and PayWave standards. Contactless payments can be executed on EFT/POS terminals and mPOS equipped with this technology, and contactless transactions are carried out by placing a contactless payment card or mobile telephone on the contactless reader of the EFT/POS terminal or mPOS or SoftPOS. Transactions via Alipay are authorised when the QR code is read by the user's mobile telephone. The QR code is usually displayed on the display of the payment terminal.

5.2 The Contractual Partner must issue receipts printed by the EFT/POS terminal or the Contractual Partner's cash register to cardholders and/or application users for the provided performance. A receipt duly signed by the cardholder or confirmed by entering a PIN or using the biometric method shall serve as a record of the execution of the relevant transaction and of the cardholder's acknowledgement of such transaction in relation to the Contractual Partner. In the case of contactless transactions, a PIN or signature is usually not required (with a few exceptions) for payments up to the amount of CZK 500. Any subsequent changes to the receipt (rewriting, supplementation, etc.) shall result in its absolute ineligibility to serve as such a record. If a transaction is executed using a chip, it is usually not necessary to sign the receipt; no signature line is printed on the receipt. In some cases, this line is printed on the receipt, in which case the signature of the cardholder is required. In no case is it permitted to enter data from VISA Electron and Maestro electronic payment cards into the EFT/POS terminal manually via the terminal's keypad (key entry transactions).

5.3 In the case of UniCredit Bank SoftPOS, the Contractual Partner must offer cardholders the option to send the receipt (transaction confirmation). Receipts can be sent via SMS or e-mail or via mobile communication applications intended for private messaging. Receipts for the Contractual Partner are stored only in electronic form and are available for 60 calendar days from the date of the given transaction only via the interface of the UniCredit Bank SoftPOS mobile application. The Contractual Partner must export the receipts once per month so that they are available for later use. Any subsequent changes to an electronic receipt (rewriting, supplementation, etc.) shall result in its absolute ineligibility to serve as a record of the given transaction.

5.4 Transactions executed on an mPOS are always confirmed by en-

tering a PIN. An mPOS is not equipped with a printer, and the Contractual Partner must therefore offer cardholders the option to send a receipt via SMS or e-mail. Receipts from an mPOS are sent to cardholders via a smartphone or tablet to which the mPOS is connected. Receipts for the Contractual Partner are stored only in electronic form and are available via the web interface of the mPOS provider. A similar procedure is set forth in the manual issued by the mPOS provider, which is handed over upon installation.

5.5 In the event of incorrect entry of the PIN, the Contractual Partner is authorised to allow the cardholder to make another, correct entry. If the last attempt to enter the PIN is not accepted by the card issuer, the Contractual Partner must cancel the initiated transaction and ask the cardholder for another method of payment for the provided performance (a different payment card or cash).

5.6 The Contractual Partner must cancel a transaction, even if the PIN has been successfully entered, when the transaction in question is not permitted by the card issuer. In no case is the Contractual Partner authorised in any way to complete such a transaction and submit it to the Bank for settlement.

5.7 The Contractual Partner must proceed in accordance with the instructions shown on the display of the EFT/POS terminal or mPOS or UniCredit Bank SoftPOS (e.g. contact the authorisation centre, hold the payment card, etc.).

5.8 The Contractual Partner may issue only one sales receipt at one time for all payments executed with one payment card at one EFT/POS terminal.

5.9 If payments are accepted using an EFT/POS terminal, mPOS or UniCredit Bank SoftPOS, transfer of the data from the received payments to the Bank for settlement is carried out automatically upon successful completion of closure. The Contractual Partner must finish its operation with the daily closure of the terminals. If the data transfer is not carried out properly and settlement of the transaction in question is claimed by the Contractual Partner, the Contractual Partner must, at the Bank's request, provide copies of the receipt relating to the given transaction and duly issued in accordance with the Instructions, without undue delay, although no later than five banking days from the date of delivery of the Bank's request. If the Contractual Partner uses electronic archiving of receipts, it shall provide the Bank with an electronic version of the receipt in the event of a claim. Electronic archiving of receipts relates only to transactions in whose case verification of the cardholder is carried out on the basis of entering a PIN.

5.10 If the Contractual Partner does not submit the requested copies of receipts within the specified period or if the copies are incomplete, the Bank is authorised to not reimburse the Contractual Partner for the respective card payments. Such payments will be accepted only for collection and will be reimbursed to the Contractual Partner only upon expiry of the period specified for the open claims process, although no later than the expiry of a period of 190 calendar days from the date of their delivery. If the Bank renders such payment before expiry of the above-mentioned period and if collection of the payment is not accepted by the payment-card issuer, the Bank is authorised to deduct such paid amount from subsequent payments to the Contractual Partner without the Contractual Partner's prior consent. If the Contractual Partner does not have any subsequent payments, it must pay, at the Bank's request, the relevant receivable to the Bank's account within ten calendar days.

5.11 The Contractual Partner may not in any case refund, either in cash or by transfer to an account, the money for a payment-card transaction that is subsequently cancelled by the cardholder due to a complaint relating to performance. It is necessary to issue any such refund (credit transaction) to the number of the card to which the original transaction was charged.

- 5.12 If a refund cannot be issued at the EFT/POS terminal due to an erroneous transaction on the part of the Contractual Partner, the Contractual Partner must request that the Bank cancel such transaction without undue delay.
- 5.13 If payments are accepted using an EFT/POS terminal, mPOS or SoftPOS, the date of delivery of the received payments for settlement is the date of successful execution of closure of the Bank's host system.
- 5.14 The Bank shall credit to the Contractual Partner payments from payment cards to the account held with the Bank on the banking day after closure of the payment terminal. In the case of an account held with another banking institution, cashless payments from payment cards will be sent from the Bank to the Czech National Bank's clearing centre on the next banking day after the terminal is closed.
- 5.15 The Contractual Partner shall download the UniCredit Bank SoftPOS mobile application to its mobile device (telephone or tablet) from the Google Play store. In order to function, this mobile application requires the Android 5 or newer operating system. Login to the UniCredit Bank SoftPOS application is carried out at the Contractual Partner's discretion by entering the chosen PIN.
- 5.16 The Contractual Partner must ensure that the given mobile device (telephone or tablet) with UniCredit Bank SoftPOS activated is equipped with an updated Android operating system, a functional (permanently switched on) and updated antivirus program with regular antivirus checks of the mobile telephone, and active data services (mobile data from the mobile operator or connection to a secure Wi-Fi network).
- 5.17 The Contractual Partner must regularly update the UniCredit Bank SoftPOS application; not download or install on the mobile telephone freely available applications in whose case it is not sufficiently certain that they do not contain viruses or spyware or that they come from a reliable source; not use the UniCredit Bank SoftPOS application on a mobile telephone where the settings have been changed (root); protect the mobile telephone with security elements that prevent third parties from accessing the mobile telephone; use only the data connection provided by a local mobile operator or a secure Wi-Fi network; become familiar with the security information sent via banking channels and comply with such information.
- 5.18 The Contractual Partner is not authorised to in any way interfere with UniCredit Bank SoftPOS and its source code, use software solutions that affect the functionality or security of the mobile application or in any way violate the rights of the Bank or third parties, or use software solutions not in accordance with legal regulations. The Contractual Partner undertakes that it will not knowingly install and use the SoftPOS application on multiple mobile devices without the express consent of the Bank.
- 5.19 In the case of Alipay transactions, the period for settlement is five (5) banking days. State holidays of the People's Republic of China are not included in this period.
- 6 ACCEPTANCE OF PAYMENT CARDS VIA A PAYMENT GATEWAY (E-COMMERCE)**
- 6.1 The Bank shall ensure authorisation of payments and attempt to authenticate the payment cards accepted by the Contractual Partner from cardholders as payment for provided performance pursuant to these Product Terms and Conditions.
- 6.2 The Contractual Partner must verify the signature of the operator in the case of all incoming messages. If, in the case of an incoming message, the Contractual Partner does not verify the operator's signature with professional diligence, the Bank shall not be liable for any damages incurred by the Contractual Partner due to actions taken on the basis of such message. The exclusion or limitation of the Bank's liability pursuant to the General Terms and Conditions shall not be affected by any provisions of these Product Terms and Conditions.
- 6.3 For each individual transaction, the Contractual Partner undertakes to proceed in accordance with the established procedures and rules, which are available on the operator's website (www.gpwebpay.cz/Download). The Contractual Partner also undertakes to submit a request for payment (settlement) of orders within the specified period from the successful authorisation of the given transaction; otherwise, the Bank does not guarantee payment to the Contractual Partner's account and the given order will be automatically cancelled within the payment gateway. The periods for entering an order for processing are set forth in the document GP webpay Payment Gateway – User Guide, which is available at www.gpwebpay.cz/Download.
- 6.4 A condition of concluding an agreement is the existence of an account held at the Bank and that serves for settlement of the Contractual Partner's card transactions.
- 6.5 The Bank shall not be liable for any failures in the execution of payment transactions that are caused by the non-functionality of the utilised parts of the public internet data network that are outside the Bank's control. Furthermore, the Bank shall not be liable for the quality, completeness or timeliness of the delivery of goods and services paid for by means of payments carried out using the Bank's e-commerce service. The Bank shall not bear any responsibility for any damages arising due to the fraudulent actions of the Contractual Partner's employees or due to fraudulent transactions carried out via the internet, where damage has been caused on the part of the Contractual Partner.
- 6.6 The Contractual Partner may not in any case refund, either in cash or by transfer to an account, the money for a payment-card transaction that is subsequently cancelled by the cardholder due to a complaint relating to performance. The Contractual Partner must refund money from the cancelled transaction via the web interface (order credit) without delay. The Contractual Partner may not reject a complaint due to the fact that the transaction was executed with a payment card.
- 6.7 In the event of a refund issued by the Contractual Partner due to an erroneous transaction, the Contractual Partner must carry out a cancellation (if the transaction has only been authorised) or order credit (if the money has already been debited) without undue delay.
- 6.8 If payments are accepted via an internet payment gateway (e-commerce), transfer of the data from the accepted payments to the Bank for settlement is carried out automatically.

6.9 If payments are accepted via an internet payment gateway (e-commerce), the date of delivery of the received payments for settlement is understood to be the date of successful transfer of data from the payment gateway to the Bank's host system. The Bank shall credit payments from payment cards to the Contractual Partner's account held at the Bank on the next banking day after the data have been transferred to the Bank.

PART III – OTHER PROVISIONS

7 RETENTION OF SALES DOCUMENTS AND RECEIPTS, CLAIMS

7.1 The Contractual Partner must retain all materials documenting the proper execution of a transaction for a period of two years from the date of the transaction. Furthermore, the Contractual Partner must retain copies of all sales summary documents or receipts for a period of at least two years after the transaction, even if it provides the original documents to third parties on request. This does not apply to Alipay card transactions. In the case of Alipay transactions, the receivable from the claimed transaction is debited immediately after receipt of the claim.

7.2 If the cardholder or the application user objects to the incorrectness of part of the performance, the incorrectness of the sales receipt or any other substantive error in the executed transaction, or if the Bank assesses certain transactions as being high-risk, the Contractual Partner must provide to the Bank all documents relating to such transaction or transactions at the Bank's request, within five banking days of the date of delivery of the Bank's request or by the date specified by the Bank.

7.3 The Contractual Partner agrees that if it fails to duly submit the documents in a timely manner, such failure will have the consequence of the claim being decided against the Contractual Partner. The Contractual Partner further agrees that grounds for a successful claim may also arise from the rules of the relevant card association. The Bank shall make the final decision on the legitimacy of a transaction claim filed by the cardholder or application user, the card issuer or the card association. The Contractual Partner must pay to the Bank the amount of the transaction to which the successful claim relates; such amount shall be paid either by debiting the amount from the Contractual Partner's account by the Bank or by deducting the amount from the subsequent transactions intended for settlement by the Bank or by paying the amount to the Bank's account within ten calendar days of delivery of the call to do so issued by the Bank, where the Bank will specify the payment method.

7.4 If a cardholder or application user files a claim about a payment-card transaction for the purpose of paying for goods sent by post, the business partner must send the goods in such a way that it can unambiguously prove that the shipment was delivered and to whom (e.g. by means of a signed delivery receipt). If it is clear in advance that the delivery time of the goods will be more than 30 calendar days from the date of the payment-card transaction, the business partner must demonstrably inform the cardholder of the date of delivery of the goods (i.e. the date of delivery of the goods must be stated in the agreement on the dispatch of goods or in correspondence). This does not apply for transactions executed with Alipay cards. In the case of Alipay transactions, the receivable from the transaction subject to a claim will be debited immediately upon receipt of the claim.

7.5 The Contractual Partner must resolve complaints, claims and other objections concerning the performance provided by the Contractual Partner directly with the cardholders.

7.6 Upon receipt of any written or other communication from the Bank regarding the provided performance or the settlement of such performance, the Contractual Partner must check the accuracy of all data contained therein. The Contractual Partner must report to the Bank, in writing, discrepancies in the settlement of performance without undue delay upon discovery of such discrepancies, but no later than 13 months after the date on which the given discrepancy occurred. The date on which a discrepancy occurred is understood to be the date on which the Bank processed the transaction in question. If the Contractual Partner does not report the discrepancy within the specified period, the Contractual Partner shall be deemed to have agreed with the communicated information.

8 SUMMARY OF THE CARD COMPANIES' REQUIREMENTS SPECIFYING THE SECURITY PRINCIPLES FOR PROCESSING CARDHOLDER INFORMATION

8.1 The Contractual Partner must comply and act in accordance with the PCIDSS. The rules and obligations arising from the PCIDSS, including all current documents, are available on the website at <https://www.pcisecuritystandards.org/> – original text, and <http://www.pcistandard.cz/> – Czech translation.

8.2 The Contractual Partner undertakes to implement measures aimed at preventing leaks or misuse of customer data arising from the PCIDSS or, as the case may be, for the purpose of rectifying those system elements and processes that are in conflict with the PCIDSS, within the period agreed with the Bank.

8.3 The Contractual Partner must inform the Bank of all service providers with whom it shares cardholder data and transaction data (e.g. air-transport and accommodation providers, booking agencies, payment-gateway providers, web-hosting companies, loyalty-programme operators, call centres, etc.). The Contractual Partner must ensure that the service providers that process, store or transfer cardholder data or transaction data on its behalf act in accordance with the PCIDSS.

8.4 The Contractual Partner undertakes to provide to the Bank full cooperation in inspecting the fulfilment of the PCIDSS conditions, in the case of both the Contractual Partner and the service provider that processes, stores or transfers data for the Contractual Partner. Upon request, the Contractual Partner or, as the case may be, the service provider shall submit an assessment of compliance with the PCIDSS conditions in the scope specified by the PCIDSS and card-association rules. The Contractual Partner further undertakes to provide the same degree of cooperation in the event of inspections initiated by the card associations.

8.5 The Contractual Partner is not entitled to compensation from the Bank for any costs associated with the fulfilment of the obligations arising from the PCIDSS, including the implementation thereof.

8.6 Non-compliance with PCIDSS rules or failure to cooperate in inspections may have the consequence of financial sanctions imposed by the card associations or other third parties. The Contractual Partner must pay any such sanctions to the Bank without undue delay.

8.7 The Contractual Partner must immediately inform the Bank of any ascertained leaks or misuse of customer or transaction data. The Bank is authorised to share this information with the card associations, government authorities and relevant third parties. The Contractual Partner is fully liable for any damages incurred by the Bank or third parties as a result of a data leak.

8.8 The Contractual Partner must store payment-card numbers and

other cardholder data (i.e. the cardholder's name, expiry date of the payment card) according to the PCIDSS rules.

- 8.9** If the Contractual Partner stores the full payment-card number after authorisation (e.g. copies of receipts from selected types of merchant, Mail/Telephone Order) together with other cardholder data, as the case may be, it must do so in accordance with the following rules:
- a)** The Contractual Partner must physically secure (lock up) all paper and electronic media containing the cardholder's data in order to prevent the theft and misuse of such data;
 - b)** The Contractual Partner must not send the full payment-card number by means of technologies intended for sending messages to users (e-mail, instant messaging, chat);
 - c)** The Contractual Partner must not create its own lists of card numbers by copying data from payment cards or data from copies of sales receipts;
 - d)** The Contractual Partner must maintain strict control over internal and external distribution of all types of media containing cardholder data. It is necessary to label such media as "confidential" if necessary, to send it by secure courier or other delivery method that can be tracked (e.g. registered post);
 - e)** The Contractual Partner must maintain strict control over the storage of media containing cardholder data and over the responsible persons' access to such media;
 - f)** The Contractual Partner must destroy media containing cardholder data upon expiry of the archiving period in such a manner that ensures the data cannot be reconstructed (shredding, burning) and to keep written records of archiving and shredding/burning;
- 8.10** The Contractual Partner must not in any way store sensitive authentication data after authorisation, i.e. not in electronic, paper or recorded voice form. Sensitive authentication data include the following: data from a card's magnetic strip or chip, data from contactless payments, the CVV2/CVC2 security code and the personal identification number (PIN).
- 8.11** In the event the Bank incurs damage due to a breach of these provisions (e.g. as a result of the imposition of sanctions by the card associations, the Czech National Bank and/or the Office for Personal Data Protection), the Contractual Partner undertakes to compensate the Bank for such damage on the basis of a written call to do so.
- 8.12** The Contractual Partner undertakes not to use the original passwords of the suppliers of its applications in any network, system or user environment that may contain cardholder data. Each user of the Contractual Partner's systems must use a unique username and password.

PART IV – SPECIAL PROVISIONS

9 SPECIAL PROVISIONS FOR "QUASI CASH" TRANSACTIONS (EXCHANGE OFFICE, CASINO, BETTING OFFICE) EXECUTED BY MEANS OF PAYMENT CARD

- 9.1** A Contractual Partner that is authorised to provide the "Quasi Cash" service (exchange office, casino, betting office) to cardholders must proceed in accordance with the Instructions and to write the following on the receipt documenting such transactions in the space provided for this purpose:
- a)** the four-digit number printed above or below the first four digits of the payment-card number, i.e. the BIN, if it is shown on the card (it is not shown on Diners Club payment cards);
 - b)** the name of the cardholder (in the event that the name is not shown on the card, write in the name of the person presenting the card);
 - c)** the number and type of the checked identification document (passport, identity card, etc.);
 - d)** the country that issued the document;
 - e)** expiry date of the identification document.

10 SPECIAL PROVISIONS FOR EXECUTING "MAIL/TELEPHONE ORDER" TRANSACTIONS

- 10.1** A Contractual Partner that is authorised to carry out "Mail/Telephone Order" transactions must comply with the binding terms and conditions imposed by the Bank in the "Additional Provisions" section of the Agreement or in an addendum to the Agreement.
- 10.2** The Contractual Partner is not authorised to use a website in connection with the execution of "Mail/Telephone Order" transactions.
- 10.3** VISA Electron and Maestro payment cards are not intended for "Mail/Telephone Order" transactions.

11 SPECIAL PROVISIONS FOR EXECUTING TRANSACTIONS AT SELF-SERVICE TERMINALS (PARKING METERS, SELF-SERVICE FUEL PUMPS, ETC.)

- 11.1** A Contractual Partner that is authorised to accept payment cards at self-service terminals must comply with the binding terms and conditions imposed by the Bank in the "Additional Provisions" section of the Agreement or in an addendum to the Agreement that pertains particularly to the regular physical inspection of the equipment and recording of security-camera records.

12 SPECIAL PROVISIONS FOR EXECUTING "CASH BACK" TRANSACTIONS

- 12.1** A Contractual Partner that is authorised to carry out disbursement of cash by means of the "Cash Back" service must comply with the binding terms and conditions imposed by the Bank in the "Additional Provisions" section of the Agreement or in an addendum to the Agreement.

13 SPECIAL PROVISIONS FOR ACCOMMODATION SERVICES

13.1 Hotel Reservation Service

- a) If the Contractual Partner accepts payment cards as a security deposit for hotel reservations, it must participate in the provision of the Hotel Reservation Service.
 - b) In order to make a hotel reservation, the Contractual Partner must obtain the cardholder's name, permanent address, telephone number, arrival date and departure date, and the number and period of validity of the payment card. The Contractual Partner undertakes not to request the CVV2/CVC2 code when reserving the accommodation.
 - c) The Contractual Partner must express the price of the reserved accommodation in numbers and state the exact name and address of the place of accommodation.
 - d) If the cardholder has agreed to be liable for additional or adjusted fees, the Contractual Partner is authorised to submit for settlement additional or adjusted fees which include only tax, accommodation, food and beverage fees (minibar consumption) and parking fees.
 - e) Additional or adjusted fees must be charged to the cardholder's account within 90 calendar days of the date of the relevant transaction.
 - f) The Contractual Partner must prepare a sales receipt for additional or adjusted fees, with the words "Signature on File" (or "S.O.F.") in the space intended for the cardholder's signature and send a copy to the cardholder at the address shown on the hotel bill or in the sales ledger.
 - g) The Contractual Partner shall bear in mind that "Signature on File" transactions are carried out unilaterally, without demonstrable consent of the cardholder, and that the Bank is not liable for such transactions and will only accept them for collection. If the cardholder refuses to acknowledge and pay for such a transaction, the Bank is not obliged to clear the transaction, and if the Contractual Partner has already been paid, the Bank shall be authorised to deduct, without the prior consent of the Contractual Partner, the relevant sum in the amount in which it was paid from any payments that the Bank receives in favour of the Contractual Partner (payments rendered after the date on which the Bank became aware of the cardholder's refusal to acknowledge the given transaction).
 - h) The Contractual Partner must inform the cardholder that, if the hotel reservation is not duly cancelled in advance or if check-in is not completed by the check-out time on the day after the planned arrival date, the cardholder will be charged the full price of accommodation for one night.
 - i) The Contractual Partner must provide the reservation code and instruct the cardholder to carefully retain such code in the event that the cardholder wishes to file a claim.
 - j) The Contractual Partner must provide to the cardholder, orally or in writing on request, confirmation of the correctness of the cardholder's name, the number and period of validity of the payment card, the reservation code, the exact address of the accommodation facility, the description of the services provided on the basis of the cardholder's order and any other information pertaining to the hotel reservation.
 - k) The Contractual Partner must accept any cancellation of a hotel reservation made before the deadline specified in the rules for cancelling hotel reservations.
 - l) The conditions for cancelling a reservation must be communicated to the client **at the time of making the reservation, and the client must demonstrably agree to such conditions.**
- The client has the right to cancel the reservation, without charge, within 24 hours of confirming the reservation.
- m) If the hotel reservation is made within the 72-hour period before the planned arrival, the Contractual Partner is not authorised to set a final deadline for cancelling the hotel reservation that is earlier than 18:00 local time on the arrival date or on the day for which the binding reservation is made.
 - n) If the Contractual Partner requests cancellation of the hotel reservation before 18:00 local time on the day on which the binding reservation is made, the Contractual Partner must send the rules for cancelling hotel reservations, including the date and time when the right to cancel expires, to the cardholder.
 - o) In the case of a properly executed cancellation of a hotel reservation, the Contractual Partner must provide the cancellation code to the cardholder and instruct him/her to carefully retain the code in the event that he/she wishes to file a claim.
 - p) The Contractual Partner must provide to the cardholder, orally or in writing on request, confirmation of the correctness of the cardholder's name, the number and period of validity of the payment card, the cancellation code and any other information pertaining to the cancellation of the hotel reservation.
 - q) If the cardholder neither uses nor cancels the hotel reservation by the predetermined date and time, the Contractual Partner must keep the reserved rooms available until check-out time on the following day. Afterwards, the Contractual Partner is authorised to issue a sales receipt for the amount corresponding to accommodation for one night, including the applicable tax. The sales receipt must contain the cardholder's name, the number and period of validity of the payment card and the words "No Show" in the space intended for the cardholder's signature (the Contractual Partner must not include the CVV2/CVC2 code on the sales receipt). The Contractual Partner must carry out authorisation of the amount and submit the sales receipt for settlement in accordance with the Product Terms and Conditions.
 - r) The Contractual Partner shall bear in mind that "No Show" transactions are carried out unilaterally, without demonstrable consent of the cardholder, and that the Bank is not liable for such transactions and will only accept them for collection. If the cardholder refuses to acknowledge and pay for such a transaction, the Bank is not obliged to settle the transaction. If the Bank pays for such transaction, it shall be authorised to deduct, without the prior consent of the Contractual Partner, the amount paid from subsequent payments to the Contractual partner, including from any payments that the Bank receives in favour of the Contractual Partner (payments rendered after the date on which the Bank became aware of the cardholder's refusal to acknowledge the given transaction).
 - s) If the confirmed accommodation is not available, the Contractual Partner must provide the cardholder with comparable accommodation in another accommodation facility, free of charge, and if requested, a telephone call, sending of a message and transportation to the alternative accommodation facility.

13.2 Advance Deposit

- a) The Contractual Partner is authorised to provide the “Advance Deposit” service on the basis of an express agreement with the Bank.
- b) If the Contractual Partner participates in the provision of the “Advance Deposit” service, it must accept all payment cards under the condition that the cardholder consents to such form of payment for the deposit.
- c) The Contractual Partner must obtain the cardholder’s name, telephone number, mailing address, planned arrival date and anticipated length of stay.
- d) Based on the anticipated length of stay, the Contractual Partner is responsible for determining the amount of the transaction. The Contractual Partner must include the advance deposit in the total amount upon settlement. The transaction amount provisionally calculated by the Contractual Partner may not include costs covering potential theft, loss or damage.
- e) If the cardholder has agreed to be responsible for additional or adjusted fees, the Contractual Partner is authorised to submit for settlement additional or adjusted fees which include only taxes, accommodation fees, food and beverage (minibar consumption) fees and parking fees.
- f) Additional or adjusted fees must be charged to the cardholder’s account within 90 calendar days of the date of the relevant transaction.
- g) The Contractual Partner must prepare a sales receipt for additional or adjusted fees, with the words “Signature on File” (or “S.O.F.”) in the space intended for the cardholder’s signature and send a copy to the cardholder at the address shown on the hotel bill or in the sales ledger.
- h) The Contractual Partner shall bear in mind that “Signature on File” transactions are carried out unilaterally, without demonstrable consent of the cardholder, and that the Bank is not liable for such transactions and will only accept them for collection. If the cardholder refuses to acknowledge and pay for such a transaction, the Bank is not obliged to settle the transaction, and if the Contractual Partner has already been paid, the Bank shall be authorised to deduct, without the prior consent of the Contractual Partner, the relevant sum in the amount in which it was paid from any payments that the Bank receives in favour of the Contractual Partner (payments rendered after the date on which the Bank became aware of the cardholder’s refusal to acknowledge the given transaction).
- i) The Contractual Partner must inform the cardholder of the rate charged for the reserved accommodation and the amount of the transaction, inform the cardholder of the exact name and location of the accommodation facility, confirm the intention to reserve the accommodation for the number of nights paid for and inform the cardholder of the rules for cancelling hotel reservations.
- j) The Contractual Partner must provide the reservation code and to instruct the cardholder to carefully retain the code in the event that he/she wishes to file a claim.
- k) The Contractual Partner must provide the deposit requirements and the rules for cancelling hotel reservations, including the date and time when the right to cancel expires.
- l) The conditions for cancelling a reservation must be communicated to the client **at the time of making the reservation and the client must demonstrably agree to such conditions.** The client has the right to cancel the reservation, without charge, within 24 hours of confirming the reservation.
- m) If the cardholder requests written confirmation of a change in the hotel reservation, the Contractual Partner must provide it to him/her.
- n) The Contractual Partner must notify the cardholder that he/she is authorised to keep part of the transaction amount or the full amount if the cardholder does not check in by the check-out time on the day after the predetermined first night of accommodation (the amount for the unused part of the hotel reservation will be deducted from the deposit) or if the hotel reservation is not cancelled within the time limit predetermined by the Contractual Partner.
- o) The Contractual Partner shall bear in mind that “Advance Deposit” transactions are carried out unilaterally, without demonstrable consent of the cardholder, and that the Bank is not liable for such transactions and will only accept them for collection. If the cardholder refuses to acknowledge and pay for such a transaction, the Bank shall be not obliged to settle the transaction. If the Bank has already paid for such a transaction, it shall be authorised to deduct, without the prior consent of the Contractual Partner, the amount thus paid from any subsequent transactions that the Bank receives in favour of the Contractual Partner (transactions executed after the date on which the Bank became aware of the cardholder’s refusal to acknowledge the given transaction).
- p) According to the rules of the “Advance Deposit” service, the cardholder may refuse to pay a deposit; in such case, however, the Contractual Partner shall not be authorised to enter a “No Show” transaction.
- q) The Contractual Partner must prepare a sales receipt containing the following information:
 - the cardholder’s name and the number and period of validity of the payment card, which are imprinted on the card;
 - the cardholder’s telephone number and mailing address;
 - the words “Advance Deposit” in the space intended for the cardholder’s signature;
 - the amount of the deposit;
 - the reservation code;
 - the planned arrival date;
 - the date and time when the right to cancel without forfeiture of the deposit for non-use of the accommodation expires (if such right exists).
- r) The Contractual Partner must carry out authorisation of the deposit amount in accordance with the Product Terms and Conditions and the Instructions. If the authorisation is rejected, the Contractual Partner must notify the cardholder of such fact, but it is not authorised to submit the sales receipt in question for reimbursement.
- s) If the transaction is permitted, the Contractual Partner is authorised to submit the sales receipt for settlement in accordance with the Product Terms and Conditions and the Instructions.
- t) Within three banking days of the date of the transaction, the Contractual Partner must send to the cardholder a copy of the sales receipt in question and the rules for cancelling ho-

tel reservations.

- u) The Contractual Partner must accept all cancellations made by the cardholder within the time limits specified in the rules for cancelling hotel reservations.
- v) In the case of a duly executed cancellation of a hotel reservation, the Contractual Partner must provide the cancellation code and instruct the cardholder to carefully store the code in the event that he/she wishes to file a complaint.
- w) The Contractual Partner must prepare a credit sales receipt containing the following information:
 - the transaction amount;
 - the cardholders name and the number and period of validity of the payment card, which are imprinted on the card;
 - the cardholder's mailing address;
 - the cancellation code;
 - the words "Advance Deposit" in the space intended for the cardholder's signature.
- x) Within three banking days, the Contractual Partner must submit a credit sales receipt for settlement and to send to the cardholder a copy of the receipt intended for the cardholder.
- y) If the reserved accommodation is not available, the Contractual Partner must provide the following services to the cardholder, free of charge:
 - prepare a credit sales receipt for the full transaction amount, submit the receipt for settlement and send to the cardholder a copy of the receipt intended for the cardholder.
 - provide comparable accommodation at an alternative accommodation facility for the number of nights specified in the reservation (not exceeding 14 nights) or until the reserved accommodation is available at the original accommodation facility.
 - if requested, enable the cardholder to make a three-minute telephone call and send a message to the alternative accommodation facility.
 - provide transportation to the alternative accommodation facility and back to the originally reserved accommodation facility; the Contractual Partner must provide daily transportation to and from the alternative accommodation facility, if such is requested.

13.3 Cash Disbursement

- a) The Contractual Partner is authorised to provide the "Cash Disbursement" service on the basis of an express agreement with the Bank.
- b) The Contractual Partner is authorised to provide "Cash Disbursement" only to registered guests who are holders of VISA payment cards.
- c) The Contractual Partner must require from cardholders a statement of their intent to pay for hotel services with a VISA payment card on the registration form.
- d) Before the disbursement of cash, the Contractual Partner must request that the cardholder present his/her identification document (identity card or passport), which will be checked, and in the case of a positive result of the check, the type and number of the identification document will be recorded on the sales receipt. The type and number of the VISA cardholder's presented identification document and the four dig-

its shown on the payment card with the identification data imprinted above or below the payment-card number shall be entered on the front of the sales receipt.

- e) The Contractual Partner is not authorised to disburse more than USD 250 or the equivalent in the local currency in the course of the VISA cardholder's stay. The possible amount of cash disbursed may be limited by the availability of funds.
- f) The Contractual Partner undertakes not to include any additional fees in the transaction amount, with the exception of tax or other fees stipulated by local regulations.

14 SPECIAL PROVISIONS FOR VEHICLE RENTAL

- 14.1 The Contractual Partner must obtain from the holder of a VISA, Mastercard, Maestro or Diners Club / Discover card (hereinafter referred to as the "payment card") the cardholder's name, permanent address and telephone number, and the number and period of validity of the payment card.
- 14.2 The Contractual Partner must formulate an estimate of the transaction amount for the purposes of pre-authorisation of the payment transaction on the basis of the following data:
 - a) length of the rental period stated by the cardholder;
 - b) rental rate;
 - c) applicable taxes;
 - d) rate per kilometre driven and anticipated distance driven. The transaction amount provisionally calculated by the Contractual Partner may not include the costs covering a potential traffic accident or the amount of the insurance deductible.
- 14.3 The Contractual Partner is authorised to submit to the Bank for settlement additional or adjusted fees which include only tax, fuel, insurance, the rental fee, damage to the rented vehicle and fines for improper parking and other traffic offences, if the cardholder has agreed to take responsibility for such additional or adjusted fees. The Contractual Partner must send documentation and an explanation of such fees to the cardholder at the address set forth in the rental agreement.
- 14.4 Additional or adjusted fees must be charged to the cardholder's account within 90 calendar days of the date of the relevant transaction.
- 14.5 In the case of entering a payment of a fine for improper parking or a traffic offence, the Contractual Partner must provide to the Bank documentation from the relevant government body, including the registration number of the rented vehicle, the time and location of the offence, the law that was violated and the amount of the fine in the local currency.
- 14.6 In the case of entering a payment for damage to the vehicle, the Contractual Partner must provide to the Bank all the following documents:
 - a) a copy of the vehicle rental agreement;
 - b) an estimate of the cost of repair of the damage to the vehicle performed by an authorised service facility that is officially authorised to perform repairs in the country where the Contractual Partner has its registered office;
 - c) a report on the traffic accident from a government body (if such report is available);
 - d) a document proving the cardholder's agreement with the payment of the cost of repairing the damaged vehicle with his/her

payment card;

- e) any other appropriate document that serves as proof of the cardholder's responsibility;
- f) a copy of the Contractual Partner's insurance policy if the Contractual Partner requires the cardholder to pay the insurance deductible.

14.7 The Contractual Partner must prepare a sales receipt for additional charges (e.g. parking fees that were not included in the original invoice/bill) or adjusted fees (e.g. a lower fuel consumption fee is entered in the invoice than in the final bill) with the words "Signature on File" (or "S.O.F.") in the space intended for the cardholder's signature and send a copy, including documentation and an explanation of the charging of such fees, to the cardholder at the address set forth in the rental agreement or in the sales ledger.

14.8 The Contractual Partner shall bear in mind that "Signature on File" transactions are carried out unilaterally, without demonstrable consent of the cardholder, and that the Bank is not liable for such transactions and will only accept them for collection. If the cardholder refuses to acknowledge and pay for such a transaction or, as the case may be, files a claim with respect to such transaction, the Bank is not obliged to settle the transaction, and if the Contractual Partner has already been paid, the Bank shall be authorised to deduct, without the prior consent of the Contractual Partner, the relevant amount from any payments that the Bank receives in favour of the Contractual Partner (payments rendered after the date on which the Bank became aware of the cardholder's refusal to acknowledge the given transaction) or, as the case may be, the Bank shall be authorised to demand that the Contractual Partner refund such amount.

14.9 The Contractual Partner shall bear in mind that it may not require payment in advance ("Advance Deposit") as a warranty for vehicle damage. Such a transaction will not be valid, even if it is confirmed with the cardholder's PIN code or signature. If such a transaction is entered and the cardholder refuses to acknowledge and pay for such transaction or files a claim with respect to such transaction, the Bank is not obliged to settle such transaction and, if it has already been paid to the Contractual Partner, the Bank shall be authorised to deduct, without the Contractual Partner's prior consent, the relevant sum in the amount in which it was paid from any payments that it receives in favour of the Contractual Partner (payments rendered after the date on which the Bank became aware of the cardholder's refusal to acknowledge the given transaction) or demand that the Contractual Partner refund the given amount.

15 SPECIAL PROVISIONS FOR E-COMMERCE

Recurring Transactions

15.1 A Contractual Partner that is authorised to execute recurring transactions via a payment gateway must comply with the binding conditions imposed by the Bank in the "Additional Provisions" section of the Agreement or in an addendum to the Agreement.

Restriction of sale of alcoholic beverages and tobacco products to persons under the age of 18

15.2 The Contractual Partner undertakes to amend its terms and conditions on the date of commencement of the acceptance of payment cards so that no sales agreements involving the sale of alcoholic beverages or tobacco products will be concluded with persons under the age of 18 and that the date of birth of the buyer (or the person receiving the goods) will be ascertained (e.g. by delivery-service employees) before handover of the subject of purchase. If it is not determined that the buyer is at least 18 years of age, the purchase agreement shall be deemed cancelled and the goods shall be returned to the Contractual Partner.

15.3 Upon request, the Contractual Partner shall demonstrate to the Bank that the client's age was checked in the course of the given transaction. The Contractual Partner shall do so by submitting a copy of the handover protocol (delivery note), on which shall be stated the age of the person taking delivery of the goods and the identification document on the basis of which the age check was carried out.

15.4 In the case of orders involving the shipment of alcoholic beverages or tobacco products outside the Czech Republic, the Contractual Partner undertakes to verify whether the import of alcoholic beverages is permitted at the intended destinations, to respect any ban on such imports and to reject orders from territories where any such ban is in place. The Contractual Partner shall amend its terms and conditions to this effect on the date of commencement of the acceptance of payment cards.

15.5 The Contractual Partner undertakes to visibly display a notice on the website of its store that the sale of alcoholic beverages and tobacco products to persons under the age of 18 is prohibited.

15.6 The Contractual Partner shall bear in mind that, in the event of a breach of the ban on the sale of alcoholic beverages and tobacco products to persons under the age of 18 years or to countries where the sale of such goods is prohibited, the Bank will be exposed to the risk of sanctions imposed by the card associations. In the event that the Bank must pay penalties for such reasons, the Contractual Partner undertakes to reimburse the Bank without delay for the damage thus caused.

PART V – CONCLUSION

16 TERMINATION OF THE AGREEMENT

16.1 The Agreement is concluded for an indefinite period. Either contracting party may withdraw from the Agreement without stating a reason. The notice period for withdrawal by the Contractual Partner is one month. The notice period for withdrawal by the Bank is two months. The withdrawal notice must be issued in writing, and the notice period shall commence on the first day of the month after the month in which the withdrawal notice is delivered to the other contracting party by registered mail. The notice shall be deemed to have been delivered on the third banking day after it has been sent by the corresponding contracting party. All provisions of these Product Terms and Conditions shall be effective and binding for the contracting parties throughout the entire duration of the notice period. The Contractual Partner must accept presented payment cards in accordance with these Product Terms and Conditions until the final day of validity of the Agreement.

16.2 The Bank is authorised to withdraw from the Agreement with immediate effect if it ascertains that the Contractual Partner is

in breach of the Agreement, particularly if:

- a) the Bank receives a complaint from a cardholder stating that the Contractual Partner refuses to accept a payment card for amounts below a certain threshold;
- b) the Contractual Partner does not comply with specified deadlines and procedures;
- c) there are recurring complaints or recurring reports of fraudulent transactions filed against the Contractual Partner by cardholders or payment-card issuers or card associations; the Agreement may also be terminated immediately at the direction of the relevant card association, provided that the Bank informs the Contractual Partner in writing of the date on which the possibility to accept payment cards of the relevant card association will be terminated;
- d) if no transaction is carried out by means of payment card or application in the course of the preceding six months.

16.3 The Bank is authorised to withdraw from the Agreement with immediate effect in the event that the Contractual Partner ceases to fulfil the conditions imposed on the Contractual Partners by the card associations or the Bank's security criteria (e.g. due to the composition of its statutory bodies or shareholders, etc.). The contracting party shall bear in mind that the Bank is authorised to withdraw from the Agreement in accordance with the relevant provisions of the General Terms and Conditions.

16.4 The Bank is further authorised to withdraw from the Agreement with immediate effect and without stating a reason within three months of the date of conclusion of the Agreement.

16.5 Upon termination of the Agreement, the Contractual Partner must return all documents, printed forms, promotional materials and all borrowed or leased equipment for accepting payment cards to the Bank without undue delay.

17 FINAL PROVISIONS

17.1 These Product Terms and Conditions supersede, in the full scope, the Product Terms and Conditions of the Agreement on Acceptance of Payment Cards in effect from 1 September 2021.

17.2 These Product Terms and Conditions are in effect as of 1ST October 2022.