

PRODUCT TERMS AND CONDITIONS FOR ACCEPTING PAYMENT CARDS

UniCredit Bank

**Czech Republic and Slovakia, a.s.,
pobočka zahraničnej banky**

PART I – INTRODUCTION

1 INTRODUCTORY PROVISIONS

These Product Business Terms and Conditions for the Acceptance of Payment Cards of UniCredit Bank Czech Republic and Slovakia, a.s., Želetavská 1525/1, 140 92 Prague 4 – Michle, ID No.: 649 48 242, registered in the Companies Register of the Municipal Court in Prague, Section: B, File No.: 3608, branch office: UniCredit Bank Czech Republic and Slovakia, a.s., pobočka zahraničnej banky, Šancová 1/A, 813 33 Bratislava, ID No.: 47 251 336, registered in the Companies Register maintained by the Bratislava III Municipal Court, Section: Po, File No.: 2310/B (hereinafter referred to as the “Bank” and the “Product Terms and Conditions”) form an integral part of the “Agreement on the Acceptance of Payment Cards” (hereinafter referred to as the “Agreement”) and govern, with binding effect, the rights and obligations of the Bank and of all persons or entities that conclude the Agreement with the Bank and who are therefore regarded as contractual partners in the international systems of Visa and Mastercard payment card recipients (hereinafter referred to as the “Contractual Partner”).

2 DEFINITION OF TERMS USED

- 2.1** Authentication is a process during which a payment cardholder is verified using a password (only for 3D secure payment cards).
- 2.2** Authorisation is a process during which the validity of a payment card and coverage of the payment using that payment card are verified.
- 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 Contractual Partner as confirmation of consent to execute a transaction.
- 2.5** Cash Back is a service which allows the cardholder to perform a cash withdrawal in a payment card transaction.
- 2.6** CVC2 (CVV2) is a control code, i.e., the last three digits printed on the back of a payment card. (Card Verification Code / Value)
- 2.7** Identification document means a valid identity card, driver's licence with photo, passport, or ID card with photo in the case of European Union countries.
- 2.8** Payment cardholder is a natural person who meets the conditions for the issuance and use of a payment card and whose first name and surname may be indicated on the front or back of the payment card.
- 2.9** EFT/POS terminal is a device designed for electronic processing of transactions. This device verifies the payment card and issues a sales receipt.
- 2.10** CHIP/PIN transaction is a chip transaction using a payment card where PIN must be entered.
- 2.11** Card schemes are provided by the companies Visa International and Mastercard Worldwide.
- 2.12** Mail/Telephone Orders are payments using a payment card when the payment cardholder communicates the identification data in writing or by telephone with a subsequent written confirmation signed by the payment cardholder.
- 2.13** A masked payment card number is a payment card number where part of the digits is replaced by another symbol. This is a security element where the Contractual Partner is not given the full number of the payment card.

- 2.14** Point of sale is a place where the Contractual Partner accepts non-cash payments for goods and services.
- 2.15** PCIDSS (Payment Card Industry Data Security Standard) is a security standard for payment cards established by card schemes and companies. The standard is intended for organisations that process, transmit or keep data regarding payment cardholders and card transactions. Its aim is to prevent leaks of sensitive data about payment cardholders and card fraud.
- 2.16** Payment gateway is a set of software, hardware and organisational measures that provides for communication between the world of the Internet public network and the world of financial systems, enabling Contractual Partners to accept payment cards on their web pages (in e-shops) (hereinafter referred to as the “payment gateway”).
- 2.17** Payment card is a plastic card measuring approximately 85 mm × 54 mm, which corresponds to the specifications of the relevant card scheme in terms of its appearance, data layout and security elements on both the front and back. A payment card enables its holder to make cashless payments for goods and services and to withdraw cash. Payment cards remain the property of the payment card issuer and are issued for payment cardholders for 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. Payment card also means a virtual payment card, which is a digital payment card that can be used in electronic form.
- 2.18** Validity of the payment card is the period during the course of which the payment cardholder is entitled to use the payment card to pay for goods and services or to withdraw cash. The validity period is indicated on the front or back 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.
- 2.19** Instructions for Merchants Accepting Payments via Payment Cards is a document containing procedures for the execution of payment card transactions through payment terminals. The wording of Instructions for Merchants Accepting Payments via Payment Cards is available on the Bank's website. The Bank is entitled to change the provisions of the Instructions with immediate effect.
- 2.20** Sales document is a confirmation of executing a transaction where the details of the payment card, the point of sale, and the price of the goods or services are recorded. In the event of a payment gateway, it is a record of the executed transaction containing the following details: the amount of the transaction, the type of goods or services paid using the payment card, the date of the transaction, order number and the IP address of the payment cardholder.
- 2.21** For transactions 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, ID No.: 27 088 936, Section C, File No. 95419, Municipal Court in Prague.
- 2.22** Pre-authorisation is a process that verifies that the payment card presented is valid and that the cardholder has sufficient funds to cover the expected amount of the transaction (by performing pre-authorisation, the amount entered is temporarily blocked on the cardholder's current account).
- 2.23** Refund (credit note) is the return of an amount to the payment card from which the original transaction was made.
- 2.24** A transaction means payment for goods and services made using a payment card or cash withdrawal.

- 2.25** Domestic transaction is a transaction made using a card issued in the Slovak Republic with a merchant from the Slovak Republic.
- 2.26** UniCredit Bank SoftPOS (hereinafter referred to as “SoftPOS”) is an app enabling merchants to accept payment cards in a contactless manner directly on their mobile devices (mobile phones or tablets) without the need to install additional hardware.
- 2.27** Receipt is a proof of payment by payment card confirming receipt of goods or use of services.
- 2.28** Payment card issuer is a bank or other financial institution that is entitled to issue Visa and/or Mastercard payment cards. The payment card issuer is also entitled to block the payment card.

3 SUBJECT-MATTER

- 3.1** The subject-matter hereof is to define the rights and obligations of the Bank and its contractual partners when accepting Visa and Mastercard card schemes’ payment cards (specifically Visa, V Pay and Mastercard) (hereinafter referred to as “payment cards”). Specification of the payment cards concerning a Contractual Partner is included in the Agreement on the 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 cardholders, arrangements regarding the acceptance of cards via EFT/POS terminals or SoftPOS app, arrangements regarding the acceptance of payment cards via the Internet payment gateway e-commerce, security principles for processing of information about payment cardholders, arrangements regarding cash payment and “Quasi Cash” transactions, or arrangements regarding the execution of “Mail/Telephone Order” transactions, provided there is a reasonable need for such amendment or supplementation, e.g., a need for amending or expressly stipulating 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 schemes or PC-IDSS. 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 party no later than 1 month before the date of the proposed effect of such amendment. Should the party disagree with 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, no later than as of the date preceding the date of the proposed amendment. Provided the 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 supplement to the framework agreement in accordance with the relevant law, the relevant provisions of the General Business Terms and Conditions for the Performance of Banking Deals shall apply.
- 3.4** Individual provisions of the Product Terms and Conditions are valid in the context of the wording of the Agreement. Provided certain devices are not available to the Contractual Partner, or provided the Contractual 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 Contractual Partner.

- 3.5** Based on licences from Mastercard and Visa card schemes, the Bank is authorised to settle only transactions made within the territory of the Slovak Republic. The Contractual Partner may not use the EFT/POS terminal or SoftPOS app in the territory of another country. Any breach of this provision shall be considered a material breach of the Agreement.

4 OBLIGATIONS AND RIGHTS OF THE PARTIES

- 4.1** The Bank undertakes to provide the Contractual Partner, on its request, with an EFT/POS terminal and the necessary promotional materials in reasonable quantities. The Contractual Partner may procure an EFT/POS terminal at its own cost and these devices must comply with all technical and security requirements of PCIDSS and the card schemes. Upon request of the Contractual Partner, the Bank undertakes to enable the Contractual Partner to install SoftPOS and to provide the Contractual Partner with installation material and additional instructions for activating SoftPOS on its mobile device.
- 4.2** The Bank undertakes to train the Contractual Partner’s staff to work with payment cards (not applicable in cases where the Contractual Partner performs the installation of an EFT/POS terminal individually).
- 4.3** The Bank is entitled to block the EFT/POS terminal/SoftPOS app or disconnect the payment gateway for a necessary period in the case of suspicion of illegal conduct of the Contractual Partner, cardholders or any third person in respect of the acceptance of payment cards or at the instruction of a card scheme. The Bank is obliged to inform the Contractual Partner of this fact.
- 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 scheme. At the same time, the Bank is entitled to take measures to prevent risky transactions from occurring.
- 4.5** The Contractual Partner undertakes to accept card payments in accordance with the Instructions and in line with these Product Terms and Conditions for all the goods or services provided to payment cardholders within its normal and regular business provided in the Agreement; in doing so, the Contractual Partner:
- a)** shall accept payments made using payment cards for all the goods/services provided without restricting the transaction amount,
 - b)** shall not provide cash directly or indirectly to payment cardholders under any circumstances, unless it is a Cash Advance point of sale or a Cash Back transaction,
 - c)** shall present to the Bank only transactions for the goods or services provided to payment 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 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 Contractual Partner is obliged to request an identification document with a photograph from the person presenting the card. If the payment cardholder does not present an identification document,

the Contractual 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 Contractual Partner undertakes to display, throughout the duration of the Agreement, Visa and Mastercard emblems permanently and in visible places, informing the holders of Visa and Mastercard payment cards of the possibility to pay using those payment cards.

4.8 Provided the Bank informs the Contractual Partner in writing that the EFT/POS terminals/SoftPOS app does not comply with the technical or security standards of the card schemes, the Contractual 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 Agreement.

4.9 The Contractual Partner undertakes to report to the Bank, in writing and sufficiently in advance, all changes that may concern the essentials of the Agreement and affect its due performance by both parties. The Contractual 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, ID No. and telephone number. The Bank is obliged to inform the Contractual Partner in writing about changes of its name, registered office and ID No.

4.10 The Contractual Partner undertakes not to make the provided EFT/POS terminal, the SoftPOS app or access to the payment gateway in the case of e-commerce transactions available to third parties.

4.11 The Contractual 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 schemes, other member banks of Visa and Mastercard, and entities handling the central database of Contractual 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, law enforcement authorities and other entities defined in the relevant generally binding legal regulation. If the Bank incurs a receivable from the Contractual Partner in relation to accepting payment cards, the Bank is entitled to offset this receivable unilaterally against the next payment to the Contractual Partner's account even without the Contractual Partner's prior approval. If the Contractual Partner has no subsequent payments, the Bank is entitled to debit the receivable from the Contractual Partner's account or the Contractual Partner is obliged to pay the relevant receivable to the Bank's account within ten calendar days.

4.12 The Contractual Partner undertakes not to issue a credit note (execute a credit for an order) under any circumstances without the corresponding original sales transaction having been made by payment card.

4.13 The Contractual Partner undertakes not to accept payment under any circumstances using a payment card as a settlement of an already existing debt.

4.14 If the Bank assesses certain transactions as risky, it shall have the right not to reimburse the Contractual Partner for such payments using payment cards. Such payments shall be accepted for collection only and reimbursed to the Contractual Partner after the lapse of the time period that is specified for an open claim procedure and not exceeding 190 calendar days from the receipt 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 Contractual Partner's debit and without the Contractual Partner's prior consent. Should the Contractual 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.

4.15 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 Contractual Partner's debit and without its prior consent.

4.16 The Bank undertakes to send the Contractual Partner, in the agreed form and within the agreed time limit, a statement of transactions made by payment cards at least once a month or to make this statement available to the Contractual Partner via the web portal.

4.17 The Contractual 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 pay to such third party.

4.18 The Contractual Partner declares that the products it offers are in accordance with the laws of the Slovak Republic. In the event of a breach of laws that would lead to the application of sanctions by card schemes, the Contractual Partner undertakes to compensate the Bank for any damage caused without delay.

4.19 Current interchange fees are available to Contractual Partners on the card schemes' websites www.mastercard.com and www.visaeurope.com.

4.20 The Contractual 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 Agreement, or the provisions referred to in "Other Arrangements" in the Agreement's form. If the Contractual Partner does not comply with these provisions, it may lead to termination of the Agreement between the Bank and the Contractual Partner and to a potential recovery of the losses suffered.

4.21 The Bank may make conclusion of the Agreement subject to lodging a deposit in the Bank in an amount determined by the Bank.

PART II – METHODS OF ACCEPTING PAYMENT CARDS

5 ACCEPTING PAYMENT CARDS USING AN EFT/POS TERMINAL

5.1 A Contractual Partner who is, based on an Agreement on the Provision of EFT/POS Terminal for the Acceptance of Payment Cards, equipped by the Bank for the acceptance of payment cards with an EFT/POS terminal or with an EFT/POS terminal at its own expense, is entitled to accept card payments using such terminal as a reimbursement for the goods or services provided. Payments using the V Pay payment cards for the goods or services provided may be accepted only using an EFT/POS terminal by properly reading the payment card data by a magnetic stripe sensor or chip sensor of the EFT/POS terminal in the physical presence of the payment cardholder and provided the authorisation is carried out "online" by connecting the terminal and the Bank's authorisation system. The Contractual Partner may execute so-called contactless payments, either via the contactless Visa and Mastercard payment cards or a mobile phone and other devices with the NFC technology supporting the PayPass and PayWave standards. Contactless payments may be made at EFT/POS terminals 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.

- 5.2** The Contractual Partner is obliged to issue sales receipts printed by the EFT/POS terminal or cash register of the Contractual Partner to the payment cardholders for the goods or services provided. A sales receipt duly signed by the payment cardholder or confirmed by PIN or using a biometric method shall constitute a proof of executing the relevant transaction and of acknowledging the transaction by the payment cardholder vis-a-vis the Contractual Partner. For contactless transactions, a PIN or signature is not usually required (with some exceptions) for payments up to EUR 50. 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 cardholder's signature on the sales receipt is necessary. In no event shall be permitted to insert data from the V Pay electronic payment cards to the EFT/POS terminal manually using the terminal keyboard (the so-called Key Entry transactions).
- 5.3** If the payment cardholder enters an incorrect PIN, the Contractual Partner is entitled to allow this payment cardholder another corrective entry. If the last attempt for entering the PIN is not accepted by the payment card's issuer, the Contractual Partner is obliged to cancel the initiated transaction and request another form of payment for the goods or services provided (another payment card or cash).
- 5.4** Even if the PIN is entered successfully but the transaction is not authorised by the payment card's issuer, the Contractual Partner is obliged to cancel such transaction. In no way shall the Contractual Partner be entitled to complete such transaction in any manner whatsoever and present it to the Bank for settlement.
- 5.5** The Contractual 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.).
- 5.6** The Contractual Partner may issue only one sales document at a time for all payments made using a single payment card at one EFT/POS terminal.
- 5.7** If the payments are accepted using an EFT/POS terminal, the transmission of data from the payments received for settlement to the Bank shall be carried out automatically after a successful completion of the transaction. Should the data transmission not perform properly and the settlement of the relevant transaction is complained about by the Contractual Partner, then the Contractual Partner is obliged, on the Bank's request and without undue delay but no later than five banking days from the date of receipt of such request, to submit copies of the sales receipts relating to the relevant transaction, properly issued according to the Instructions. If the Contractual Partner uses electronic archiving of sales receipts, the Contractual Partner shall provide the Bank with an electronic version of the sales receipt in the event of a claim. Electronic archiving of sales receipts only applies to transactions where the payment cardholder is verified by entering a PIN.
- 5.8** If the Contractual Partner fails to submit the requested copies of the sales receipts within the specified time limit or if they are incomplete, the Bank is entitled to not reimburse such payments via payment cards to the Contractual Partner. Such payments shall be accepted for collection only and reimbursed to the Contractual Partner after the lapse of the time period that is specified for an open claim procedure and not exceeding 190 calendar days from the receipt 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 Contractual Partner's debit and without its prior consent. Should the Contractual 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.
- 5.9** Refunds (credit transactions) for transactions made by payment card that are subsequently cancelled due to a claim by the payment cardholder shall be made by the Contractual Partner to the card number from which the original transaction was settled.
- 5.10** If a refund due to an erroneous transaction on the part of the Contractual Partner cannot be carried out using an EFT/POS terminal, the Contractual Partner is obliged to ask the Bank to cancel such transaction without undue delay.
- 5.11** If the payments are accepted using an EFT/POS terminal, 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 execution of the transaction) to the Bank's host system.
- 5.12** The Bank shall credit the Contractual Partner with payments from payment cards to the account held with the Bank on the next banking day after successfully executing the transaction. 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 successful transaction to the clearing centre of the National Bank of Slovakia.
- 6 ACCEPTING PAYMENT CARDS USING UNICREDIT BANK SOFTPOS**
- 6.1** Based on the Agreement on the Acceptance of Payment Cards, the Contractual Partner is entitled to accept payments using Visa and Mastercard scheme payment cards (namely Visa, V Pay and Mastercard) via SoftPOS as a reimbursement for the goods or services provided.
- 6.2** The Contractual Partner downloads SoftPOS to its mobile device (smartphone or tablet) from the Google Play store. The SoftPOS operation requires the Android 5 and higher operating system and the NFC function. Login to the SoftPOS app takes place according to the choice of the Contractual Partner by entering the selected PIN code.
- 6.3** Visa and Mastercard card payments may only be accepted using SoftPOS by properly reading the payment card data in the physical presence of the payment cardholder and provided that the authorisation is performed online by connecting SoftPOS to the Bank's authorisation system. The Contractual Partner may only execute so-called contactless payments, either via the contactless Visa and Mastercard payment cards in connection with the NFC technology supporting the PayPass and PayWave standards of the relevant mobile device. Contactless transactions are carried out by attaching a contactless payment card or mobile phone to the mobile device.
- 6.4** As regards SoftPOS, the Contractual Partner is obliged to offer payment cardholders the option of sending a sales receipt (transaction confirmation). Receipts can be sent via SMS or e-mail, or via mobile communication apps designed for private messaging. Receipts for the Contractual Partner are stored only in electronic form and are accessible only through the SoftPOS mobile app interface for a period of sixty calendar days from the date of the transaction. The Contractual Partner is obliged to ensure, once a month, the export of these sales receipts so that they are available for later purposes. Any subsequent changes to the electronic sales receipt (overwriting, amending, etc.) shall render this document absolutely invalid to be used for the purpose for which it is intended.

- 6.5** If the payment cardholder enters an incorrect PIN, the Contractual Partner is entitled to allow the payment cardholder to execute another transaction. If the next attempt for entering the PIN is not accepted by the payment card's issuer, the Contractual Partner is obliged to cancel the initiated transaction and request another form of payment for the goods or services provided (another payment card or cash) from the payment cardholder.
- 6.6** Even if the PIN is entered successfully but the respective transaction is not authorised by the payment card's issuer, the Contractual Partner is obliged to cancel such transaction.
- 6.7** The Contractual Partner is obliged to follow the instructions on the display of the mobile device.
- 6.8** The Contractual Partner may issue only one sales document at a time for all payments executed using a single payment card at one SoftPOS.
- 6.9** In the case of a refund due to an erroneous transaction on the part of the Contractual Partner, the Contractual Partner is obliged to ask the Bank to cancel such transaction without undue delay or to cancel the transaction via SoftPOS. A refund (a credit transaction) must be made to a card number from which the original transaction has been settled.
- 6.10** The executed transactions are credited by the Bank to the Contractual Partner from the payment cards to the account held with the Bank on the banking day following the date of execution of the transaction.
- 6.11** The Contractual Partner is obliged to ensure that mobile devices (smartphone or tablet) with activated SoftPOS are equipped with an updated Android operating system; functional (permanently on) and updated antivirus program with settings of regular anti-virus scanning of the device and active data services (mobile data from a mobile operator or connection to a secure Wi-Fi network).
- 6.12** The Contractual Partner is also obliged to update SoftPOS on a regular basis; not download and install apps on its mobile device where there is not reasonable certainty that they are free of viruses or spyware or that they come from a reliable source; not to use SoftPOS on a mobile device where a setting change has been made (so-called ROOT); to protect its mobile device with security that prevents a third party from accessing the mobile device; to use only the data connection provided by the local mobile operator or a secure Wi-Fi network; to be informed of and comply with security information sent via banking channels.
- 6.13** The Contractual Partner is not entitled to interfere in any way with SoftPOS and its source code or to use software solutions affecting the functionality or security of SoftPOS, or to violate the rights of the Bank or third parties in any way, or to use software solutions that do not comply with legal regulations. The Contractual Partner undertakes not to knowingly install and use SoftPOS on more mobile devices than is expressly agreed to with the Bank.
- 6.14** In the case of loss or theft of a mobile device with SoftPOS installed, the Contractual Partner is also obliged to inform the Bank about the loss without undue delay.
- 6.15** The Contractual Partner undertakes not to provide third parties with access to SoftPOS.
- 7 ACCEPTING PAYMENT CARDS USING A PAYMENT GATEWAY (E-COMMERCE)**
- 7.1** The Bank shall ensure authorisation of payments and make an attempt to authenticate the payment card received by the Contractual Partner from the payment cardholders as reimbursement for the goods or services provided under these Product Terms and Conditions.
- 7.2** The Contractual Partner is obliged to verify the Operator's signature in all incoming messages. If the Contractual 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 Contractual 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.
- 7.3** For each individual transaction, the Contractual Partner undertakes to act according to the set procedures and rules available on the Operator's website (www.gpwebpay.cz/ke-stazeni/), or according to the instructions received by the Contractual Partner from the Operator by electronic mail (e-mail). The Contractual Partner also undertakes to submit a request for payment (settlement) of the order within the specified time limit from the successful authorisation of the transaction, otherwise the Bank does not guarantee payment to the Contractual Partner's account and the order will be automatically cancelled within the payment gateway. The time limits for placing orders for processing are specified in the document GP webpay Payment Gateway – User Manual, which is available at www.gpwebpay.cz/ke-stazeni/.
- 7.4** Conclusion of the Agreement shall be conditional upon having an account held with the Bank, used for settlement of the Contractual Partner's card transactions.
- 7.5** The Bank may make conclusion of the Agreement subject to lodging a deposit in the Bank in an amount determined by the Bank.
- 7.6** 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 Contractual Partner's customers or in the case of fraudulent transactions executed via the Internet when the damage is suffered by the Contractual Partner.
- 7.7** The Contractual Partner is obliged to make a refund of the cancelled transaction via the web interface (credit of the order) without undue delay. The Contractual Partner may not reject a claim on the grounds that the transaction was executed using a payment card. Refunds (credit transactions) for transactions made by payment card that are subsequently cancelled due to a claim by the payment cardholder must be made to the card number from which the original transaction was settled.
- 7.8** In the event of a refund by the Contractual Partner due to an erroneous transaction, the Contractual Partner shall be obliged to cancel the transaction (if the transaction has only been authorised) or to request the Bank in writing to cancel the transaction without undue delay.
- 7.9** If the payments are accepted via the e-commerce Internet payment gateway, the transmission of data from the payments received for settlement to the Bank shall be carried out automatically.
- 7.10** If the payments are accepted via the e-commerce Internet payment gateway, the date of delivery of the payments received for settlement shall mean the date of successful transmission of data from the payment gateway to the Bank's host system. The Bank shall credit the Contractual 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.

PART III – OTHER PROVISIONS

8 KEEPING OF SALES DOCUMENTS AND SALES RECEIPTS, CLAIMS

- 8.1** The Contractual 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 Contractual Partner is further 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.
- 8.2** Should a payment cardholder claim an irregularity in the payment amount, irregularity in the sales document or some other substantial irregularity of the executed transaction, or should the Bank assess certain transactions as risky, the Contractual Partner is obliged to submit, on request of the Bank, all documents in Slovak or English regarding such deal or, as the case may be, transaction to the Bank within five banking days from the date of receipt of its request.
- 8.3** The Contractual Partner agrees that failure to provide the documentation properly and in a timely manner will result in a decision on the claim to its disadvantage. The Contractual Partner further agrees that the grounds for a successful claim may also arise from the rules of the relevant card scheme. The Bank shall make the final decision on the validity of the claim raised by the payment cardholder, its issuer or the card scheme. The Contractual Partner is obliged to pay the amount of the successfully claimed transaction to the Bank, whereby this payment shall be made either by debiting this amount from the Contractual Partner's account by the Bank, or by reducing the amount of the next transactions to be settled by the Bank by this amount, or by paying this amount to the Bank's account within ten calendar days of receipt of the request sent by the Bank, with the method of payment to be determined by the Bank.
- 8.4** If the payment cardholder files a claim regarding a payment card transaction for goods sent by mail, the business partner is obliged to send the goods in such a way that it can clearly prove that the shipment was delivered to the cardholder or a person authorised by the cardholder, for example, a signed delivery note, electronic delivery of a QR code, PIN or similar one-time code to the e-mail address or telephone number provided by the cardholder at the time of purchase and confirmation of the use of this QR code, PIN or similar one-time code intended for the collection of the goods. If it is obvious beforehand that the delivery period of the goods exceeds fifteen calendar days from the date of the payment card transaction, the business partner is obliged to inform, in a verifiable manner, the payment cardholder 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 the goods or in written correspondence).
- 8.5** The Contractual Partner is obliged to settle claims and other objections concerning the goods or services provided by the Contractual Partner directly with the payment cardholders.
- 8.6** Upon receiving any written or other communication from the Bank in relation to the payments provided or to the settlement executed for these payments, the Contractual Partner is obliged to check the correctness of all data. The Contractual Partner is obliged to complain to the Bank in writing about any discrepancies in the settlement of payments without undue delay after identifying them, however, no later than thirteen 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 Contractual Partner complains about no discrepancies within the set time limit, it shall be presumed that it agrees with the provided data.

9 SUMMARY OF REQUESTS OF CARD COMPANIES ESTABLISHING THE SECURITY PRINCIPLES IN THE PROCESSING OF INFORMATION REGARDING PAYMENT CARDHOLDERS

- 9.1** The Contractual 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/>.
- 9.2** The Contractual Partner undertakes to implement precautions to prevent a leak 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.
- 9.3** The Contractual Partner is obliged to report to the Bank all service providers with which it shares data regarding payment cardholders, or, as the case may be, transaction data (i.e., for example, sales intermediaries for flight tickets, accommodation and other bookings, payment gateway providers, web-hosting companies, intermediaries for loyalty schemes, call centres, etc.). The Contractual Partner is obliged to ensure that service providers that process, keep or transmit data regarding cardholders or transaction data for the Contractual Partner are in compliance with PCIDSS.
- 9.4** The Contractual Partner undertakes to provide the Bank with full cooperation in inspection of compliance with the PCIDSS conditions by both the Contractual Partner and the service provider that processes, keeps or transmits data for the Contractual Partner. The Contractual 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 rules of PCIDSS and cards schemes. The Contractual Partner undertakes to provide the same cooperation also in inspections by card schemes.
- 9.5** The Contractual 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.
- 9.6** Non-compliance with the PCIDSS rules or potential non-cooperation in inspection may result in financial sanctions by the card schemes or other third parties. The Contractual Partner is obliged to reimburse the Bank for these potential sanctions without undue delay.
- 9.7** The Contractual Partner is obliged to inform the Bank immediately upon observing a leak or misuse of data regarding customers or transactions. The Bank is entitled to share this information with the card schemes, state authorities and the relevant third parties. The Contractual Partner is fully liable for potential damage suffered by the Bank or a third party as a result of late reporting of data leak.
- 9.8** The Contractual Partner is obliged to keep payment card numbers and other data of cardholders (i.e., name of the payment cardholder, and payment card expiration date) in accordance with the PCIDSS rules.
- 9.9** If the Contractual Partner keeps the complete card number after authorisation (e.g., copies of sales receipts with selected types of merchants, Mail/Telephone Orders), or, as the case may be, along with other data of payment cardholder, it must do so in accordance with the following rules:
- a)** The Contractual Partner shall physically secure (lock) all paper and electronic media containing the payment cardholder's data so that they cannot be stolen and misused.
 - b)** The Contractual Partner may not send the complete payment card number using technologies for sending end messages to users (e-mail, instant messaging and chat).

- c) The Contractual 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 Contractual Partner must maintain strict control over the internal and external distribution of any type of media containing the payment cardholders' 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 Contractual Partner is obliged to maintain strict control over keeping of media containing the payment cardholders' data and access thereto by authorised persons.
 - f) The Contractual Partner is obliged to destroy media containing the payment cardholders' data once the archiving period expires, using such method (shredding, burning) so that the payment cardholders' data cannot be recovered, as well as to maintain written records of archiving and shredding.
- 9.10** In no way shall the Contractual 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 stripe or chip, the CVV2/CVC2 control verification code and the personal identification number PIN.
- 9.11** Should the Bank incur damage due to breach of these provisions (e.g., resulting from application of sanctions by the card schemes, the NBS, or the Office for Personal Data Protection), the Contractual Partner undertakes, on the basis of a written request, to reimburse the Bank for such damage.
- 9.12** The Contractual Partner undertakes that it shall not use the original passwords of the suppliers of its apps in any network, system or user interface which could contain the payment cardholders' data. Each user of the Contractual Partner's systems must use a unique user name and password.

PART IV – SPECIAL ARRANGEMENTS

10 SPECIAL ARRANGEMENTS FOR QUASI-CASH TRANSACTIONS (CURRENCY EXCHANGE, CASINO, BETTING OFFICE) MADE BY PAYMENT CARD

- 10.1** A Contractual Partner who is authorised to provide the "Quasi Cash" service to payment cardholders (currency exchange, casino, betting office) is required to follow the Instructions. If the transaction has not been verified by entering a PIN or biometric method and for Visa card transactions over USD 500 (or its equivalent in another currency), the cardholder's identity must be verified by checking a valid identification document (see the definition of terms) and adding the following to the receipt:
- a) type of identification document, type of the controlled identification document (passport, identity card, driver's licence with photo, etc.)
 - b) the cardholder's signature, which must match the signature on the signature panel on the back of the card, if there is a signature panel on the card (this does not apply to chip cards and cards for which the payment card issuer does not require a signature – transactions are confirmed by entering a PIN code or using a biometric method).

11 SPECIAL ARRANGEMENTS FOR THE EXECUTION OF "MAIL/ TELEPHONE ORDER" TRANSACTIONS

- 11.1** A Contractual Partner who is entitled to execute the Mail/Telephone Order transactions must adhere to the binding conditions imposed by the Bank in the "Other Arrangements" section of the Agreement or in an amendment/supplement to the Agreement.
- 11.2** The Contractual Partner is not entitled to use websites when executing Mail/Telephone Order transactions.
- 11.3** The V Pay payment card is not intended for transactions of the "Mail/Telephone Order" type.

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

- 12.1** A Contractual 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 Arrangements" section of the Agreement or in an amendment/supplement to the Agreement relating in particular to the regular physical inspection of the devices and securing camera recordings.

13 SPECIAL ARRANGEMENTS FOR EXECUTING CASH BACK TRANSACTIONS

- 13.1** A Contractual Partner who is entitled to execute cash payments via the cash back service must adhere to the binding conditions imposed by the Bank in the "Other Arrangements" section of the Agreement or in an amendment/supplement to the Agreement.

14 SPECIAL ARRANGEMENTS FOR ACCOMMODATION SERVICES

14.1 Hotel Reservation Service

- a) If a Contractual Partner accepts the Visa, V Pay and Mastercard 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 Contractual Partner is obliged to obtain from the payment cardholder his/her name, the number and expiration of the payment card, permanent residence, telephone number, date of arrival and date of departure. The Contractual Partner undertakes not to require the CVV2/ CVC2 code in reservation of accommodation.
- c) The Contractual 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 Contractual Partner is entitled to present for settlement additional or modified fees including only taxes, fees for accommodation, food or beverages (minibar consumption) and parking fee, provided the payment cardholder has agreed with being liable for additional or modified fees.
- e) Additional or modified fees must be debited from the payment cardholder's account within 90 calendar days after the date of the relevant transaction.

- f) The Contractual 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 cardholder, and to send a copy to the payment cardholder to the address specified in the hotel bill or in the account book.
- g) The Contractual Partner notes that a "Signature On File" transaction is executed by the Contractual Partner unilaterally, without provable consent of the payment cardholder, the Bank shall not be responsible for such transaction and it shall accept it for collection only. If the payment cardholder refuses to acknowledge and reimburse such transaction, the Bank is not obliged to settle such transaction, and provided it has already been reimbursed to the Contractual Partner, the Bank shall have the right to deduct the relevant amount of such reimbursement, without a prior consent of the Contractual Partner, from any payments it receives to the credit of the Contractual Partner (payments following the date the Bank learns of the failure by the payment cardholder to acknowledge the transaction).
- h) The Contractual Partner is obliged to inform the payment cardholder 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 cardholder shall be charged an amount equal to the price of a one-night stay.
- i) The Contractual Partner is obliged to provide a reservation code and to inform the payment cardholder that it should be carefully stored for the purposes of potential claim.
- j) The Contractual Partner is obliged to confirm, orally or, as the case may be, in writing on request, to the payment cardholder 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 cardholder and any other information regarding the hotel reservation.
- k) The Contractual 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 conditions for cancellation of a reservation must be communicated to the client at the time of booking and must be demonstrably agreed to by the client. The client has the right to cancel the reservation without any charge within 24 hours of its confirmation.
- m) Provided the hotel reservation is carried out within 72 hours before the date of the planned arrival, the Contractual 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 hotel reservation is carried out within 72 hours before the date of the planned arrival, the Contractual 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.
- o) In the event of due cancellation of hotel reservation, the Contractual Partner is obliged to provide a cancellation code and to inform the payment cardholder that it should be carefully stored for the purposes of potential claim.
- p) The Contractual Partner is obliged to confirm, orally or, as the case may be, in writing on request, to the payment cardholder the accuracy of the holder's name, the number and expiration

of the payment card, the cancellation code and any other information regarding the hotel reservation.

- q) Should the payment cardholder fail to use or cancel the hotel reservation by the deadline set in advance, the Contractual Partner is obliged to keep the booked rooms available by the "Check-out time" of the next day. Afterwards, the Contractual 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 cardholder (the Contractual Partner shall not provide the CVV2/CVC2 code in the sales document). The Contractual Partner is obliged to authorise the amount and to present the sales document for settlement according to the Product Terms and Conditions.
- r) The Contractual Partner notes that a "No-Show" transaction is executed by the Contractual Partner unilaterally, without provable consent of the payment cardholder, and the Bank shall not be responsible for such transaction and it shall accept it for collection only. If the payment cardholder 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 Contractual Partner without its prior consent from any transactions it receives to the credit of the Contractual Partner (transactions following the date the Bank learns of the failure by the payment cardholder to acknowledge the transaction).
- s) If the confirmed accommodation is not available, the Contractual Partner is obliged to provide the payment cardholder, free of charge, with comparable accommodation for one night in other accommodation facility, and if requested, a telephone call, sending of a message and transport to the alternate accommodation facility.

14.2 Advance Deposit

- a) The Contractual Partner shall have the right to provide the "Advance Deposit" services only based on an exclusive arrangement with the Bank.
- b) If the Contractual Partner participates in the provision of the "Advance Deposit" service, it is obliged, provided that the payment cardholder agrees to such payment, to accept all payment cards for the payment of the advance deposit.
- c) The Contractual Partner is obliged to obtain from the payment cardholder their name, payment card number and validity, telephone number, postal address, planned date of arrival and expected length of stay.
- d) Based on the expected length of stay, the Contractual Partner is obliged to determine the amount of the transaction. When settling accounts, the Contractual Partner is obliged to include the advance deposit provided in advance in the total amount. The transaction amount provisionally calculated by the Contractual Partner shall not include costs covering potential theft, loss or damage.
- e) The Contractual Partner is entitled to present for settlement additional or modified fees including only taxes, fees for accommodation, food or beverages (minibar consumption) and parking fee, provided the payment cardholder has agreed with being liable for additional or modified fees.
- f) Additional or modified fees must be debited from the payment cardholder's account within 90 calendar days after the date of the relevant transaction.

- g) The Contractual 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 cardholder, and to send a copy to the payment cardholder to the address specified in the hotel bill or in the account book.
- h) The Contractual Partner notes that a "Signature On File" transaction is executed by the Contractual Partner unilaterally, without provable consent of the payment cardholder, and the Bank shall not be responsible for such transaction and it shall accept it for collection only. If the payment cardholder refuses to acknowledge and reimburse such transaction, the Bank is not obliged to settle such transaction, and provided it has already been reimbursed to the Contractual Partner, the Bank shall have the right to deduct the relevant amount of such reimbursement, without a prior consent of the Contractual Partner, from any payments it receives to the credit of the Contractual Partner (payments following the date the Bank learns of the failure by the payment cardholder to acknowledge the transaction).
- i) The Contractual Partner is obliged to inform the cardholder of the rate for the reserved accommodation and the amount of the transaction, to provide the exact name and location of the accommodation, to confirm the intention to reserve the accommodation for the number of nights paid for, and to inform the cardholder of the hotel reservation cancellation policy.
- j) The Contractual Partner is obliged to provide a reservation code and to inform the payment cardholder that it should be carefully stored for the purposes of potential claim.
- k) The Contractual Partner is obliged to provide advance deposit requirements and rules for cancelling hotel reservations, including the date and time when the right to cancel expires.
- l) The conditions for cancellation of a reservation must be communicated to the client at the time of booking and must be demonstrably agreed to by the client. The client has the right to cancel the reservation without any charge within 24 hours of its confirmation.
- m) If the payment cardholder requests written confirmation of the change made to the hotel reservation, the Contractual Partner is obliged to provide it.
- n) The Contractual Partner is obliged to inform the payment cardholder that it is entitled to retain part or all of the transaction amount if the payment cardholder does not register by the "Check-out time" of the day following the pre-determined first night of accommodation (the amount for the unused part of the hotel reservation will be deducted from the advance deposit paid by the payment cardholder) or unless the hotel reservation is cancelled within the time limit pre-determined by the Contractual Partner.
- o) The Contractual Partner notes that an "Advance Deposit" transaction is executed by the Contractual Partner unilaterally, without provable consent of the payment cardholder, and the Bank shall not be responsible for such transaction and it shall accept it for collection only. If the payment cardholder 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 Contractual Partner without its prior consent from any transactions it receives to the credit of the Contractual Partner (transactions following the date the Bank learns of the failure by the payment cardholder to acknowledge the transaction).
- p) According to the rules of the "Advance Deposit" service, the payment cardholder may refuse to pay the advance deposit, but the Contractual Partner is not entitled to charge a "No Show" transaction.
- q) The Contractual Partner is obliged to issue a sales document containing the following information:
- the name of the cardholder, the number and expiry date of the payment card as printed on the card
 - the telephone number and postal address of the payment cardholder
 - the words "Advance Deposit" in the space designated for the signature of the cardholder
 - the advance deposit amount
 - the reservation code
 - the planned date of arrival
 - the date and time when the right to cancel without losing the advance deposit for unused accommodation (if any) expires.
- r) The Contractual Partner is obliged to authorise the advance deposit amount in accordance with the Product Terms and Conditions and instructions. If authorisation is declined, the Contractual Partner is obliged to inform the cardholder of this fact, but is not entitled to submit the sales document in question for reimbursement.
- s) If the transaction is authorised, the Contractual Partner is entitled to submit the sales document for settlement in accordance with the Product Terms and Conditions and instructions.
- t) The Contractual Partner is obliged to send the cardholder a copy of the relevant sales document and the rules for cancelling hotel reservations within three banking days of the transaction date.
- u) The Contractual Partner is obliged to accept all cancellations made by the cardholder within the time limits specified in the rules for cancelling hotel reservations.
- v) In the event of due cancellation of hotel reservation, the Contractual Partner is obliged to provide a cancellation code and to inform the payment cardholder that it should be carefully stored for the purposes of potential claim.
- w) The Contractual Partner is obliged to issue a credit sales document containing the following information:
- the transaction amount
 - the cancellation code
 - the words "Advance Deposit" in the space designated for the signature of the cardholder.
- x) The Contractual Partner is obliged to submit the credit sales document for settlement within three banking days and send the cardholder a copy of the receipt intended for cardholders.
- y) If the booked accommodation is not available, the Contractual Partner is obliged to provide the cardholder with the following services free of charge:
- issue a credit sales document for the entire amount of the transaction, submit it for settlement, and send the cardholder a copy of the receipt intended for cardholders
 - provide comparable accommodation in alternative accommodation for the number of nights specified in the booking (not exceeding 14 nights) or until the booked accommodation in the original accommodation facility becomes available
 - allow, if requested, a 3-minute telephone call and sending a message to alternative accommodation
 - arrange transportation to the replacement accommodation and back to the originally booked accommodation; if required, the Contractual Partner is obliged to provide daily transportation to and from the replacement accommodation.

15 SPECIAL ARRANGEMENTS FOR THE RENTAL OF VEHICLES/ DEVICES

15.1 From Visa and Mastercard (hereinafter referred to as the payment cards) payment cardholder, the Contractual Partner is obliged to obtain the cardholder's name, payment card number and validity period, permanent residence and telephone number.

15.2 The Contractual Partner may estimate the amount of the transaction for the purposes of pre-authorising the payment transaction based on the following information:

- a)** the duration of the rental period specified by the payment cardholder
- b)** the rental rate
- c)** the applicable tax
- d)** the rate per driven kilometre and estimated distance travelled.

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

15.3 The Contractual 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/device, parking tickets and other charges for other traffic offences, provided the payment cardholder has agreed with being liable for additional or modified fees. The Contractual Partner is obliged to send the payment cardholder documentation and an explanation of the settlement of these charges to the address specified in the rental agreement.

15.4 For Visa transactions, additional or modified fees must be debited from the payment cardholder's account within 90 calendar days after the date of the relevant transaction. For Mastercard transactions, additional fees for traffic violations must be debited from the cardholder's account within 30 calendar days of receiving notification from the local traffic authority.

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

15.6 If the reimbursement of damage to the vehicle/device is settled, the Contractual Partner is obliged to provide the Bank with all the following documents:

- a)** a copy of the rental agreement for the vehicle/device
- b)** an estimate of costs of repair of damage to the vehicle/device, done by an authorised service facility which is officially authorised to carry out repairs in the country where the Contractual Partner is seated
- c)** a report of the national authority on a car accident (if any)
- d)** a document evidencing the consent of the payment cardholder to the reimbursement of costs of repair of the damaged vehicle/device using the cardholder's payment card
- e)** any other suitable document evidencing the payment cardholder's liability
- f)** a copy of the insurance policy of the Contractual Partner, provided the Contractual Partner requests that the payment cardholder pays an amount of the excess payable.

15.7 The Contractual 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.") and send a copy, including the documentation and an explanation of the settlement of these charges, to the payment cardholder's address specified in the rental agreement or in the account book.

15.8 The Contractual Partner notes that a "Signature On File" transaction is executed by the Contractual Partner unilaterally, without provable consent of the payment cardholder, and the Bank shall not be liable for such transaction and it shall accept it for collection only. If the payment cardholder refuses to acknowledge and reimburse such transaction or, as the case may be, if it complains about it, the Bank is not obliged to clear such transaction, and provided it has already been reimbursed to the Contractual Partner, the Bank shall have the right to deduct the relevant amount of such reimbursement, without a prior consent of the Contractual Partner, and from any payments it receives to the credit of the Contractual Partner (payments following the date the Bank learns of the failure by the payment cardholder to acknowledge the transaction) or, as the case may be, it is entitled to claim refund thereof from the Contractual Partner.

15.9 The Contractual Partner notes that it shall not require Advance Deposit as a guarantee for damage to the vehicle/device or a fine. Such transaction shall not be valid even if confirmed by PIN or signature of the payment cardholder. If such transaction is cleared and the payment cardholder refuses to acknowledge and reimburse such transaction or, as the case may be, it complains about it, the Bank is not obliged to clear such transaction, and provided it has already been reimbursed to the Contractual Partner, the Bank shall have the right to deduct the relevant amount of such reimbursement, without a prior consent of the Contractual Partner, and from any payments it receives to the credit of the Contractual Partner (payments following the date the Bank learns of the failure by the payment cardholder to acknowledge the transaction) or, as the case may be, it is entitled to claim refund thereof from the Contractual Partner.

16 SPECIAL ARRANGEMENTS FOR E-COMMERCE

Recurring Transactions

16.1 A Contractual Partner who is entitled to execute the recurring transactions via a payment gateway must adhere to the binding conditions imposed by the Bank in the "Other Arrangements" section of the Agreement or in an amendment/supplement to the Agreement.

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

16.2 The Contractual 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 or tobacco products 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 Contractual Partner.

- 16.3** The Contractual 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 Contractual 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.
- 16.4** The Contractual Partner undertakes to check, in the case of orders for sending alcoholic beverages or tobacco products outside the Slovak 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.
- 16.5** The Contractual Partner undertakes to publish a notice on the website of its shop that the sale of alcoholic beverages or tobacco products to persons under 18 years of age is prohibited.
- 16.6** The Contractual Partner notes that in the event of violation of the prohibition of sale of alcoholic beverages or tobacco products to persons under 18 years of age or, as the case may be, to countries where the sale of such goods is prohibited, the Contractual Partner exposes the Bank to the risk of sanctions by card schemes. If the Bank is obliged to pay the sanctions on the grounds mentioned, the Contractual Partner undertakes to reimburse the Bank for such damage without undue delay.
- c)** there are recurring claims or recurring reports of fraudulent transactions vis-à-vis the Contractual Partner made by payment cardholders or payment card issuers or card schemes; the Bank may withdraw from the Agreement immediately upon an instruction from a respective card scheme,
- d)** no transaction using a payment card was executed with the Contractual Partner during the previous three months,
- e)** facts arise on the part of the Contractual Partner which may affect the fulfilment of any obligation of the Contractual Partner towards the Bank from any contractual relationships concluded between the Contractual Partner and the Bank, hereinafter referred to as the "obligation", e.g., bankruptcy petition, restructuring proposal, proposal for the commencement of execution proceedings, entry into liquidation, commencement of criminal prosecution, etc.) and/or there is a default and/or delay by the Contractual Partner in fulfilling the obligation.

17.3 The Bank is entitled to withdraw from the Agreement with immediate effect if the Contractual Partner ceases to fulfil the conditions imposed on Contractual Partners by the card schemes 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 party notes that the Bank is entitled to withdraw from this Agreement pursuant to the relevant provisions of the General Business Terms and Conditions.

17.4 The Bank is further entitled to withdraw from the Agreement with immediate effect without stating its reasons within the period of three months from concluding the Agreement.

17.5 Termination of the Agreement, cancellation of the EFT/POS terminal, SoftPOS app or e-commerce payment gateway may be effected by means of a Request submitted by the Contractual Partner, with the date of termination of the Agreement, cancellation of the EFT POS terminal, SoftPOS app or payment gateway (e-commerce) to be determined by the Bank. Both parties are obliged to comply with all obligations arising from the Agreement.

17.6 Upon termination of the Agreement, the Contractual Partner is obliged to return to the Bank without undue delay all documents, forms, promotional materials and all lent or leased devices for the acceptance of payment cards.

18 FINAL PROVISIONS

18.1 These Product Terms and Conditions are valid from 1 August 2025.

PART V – CONCLUSION

17 TERMINATION OF THE AGREEMENT

17.1 The Agreement is concluded for an indefinite period of time. Any of the parties may terminate the Agreement without stating their reasons. The period for a notice of termination given by the Contractual Partner is one month. The period for a notice of termination given by the Bank is two months. The notice must be in writing, with the notice period starting to run on the first day of the month following the month in which the notice was delivered to the other party by registered mail. All provisions of these Product Terms and Conditions are valid and binding upon the parties for the entire notice period. The Contractual 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 Agreement.

17.2 The Bank is entitled to withdraw from the Agreement with immediate effect if it finds a gross breach of the Agreement by the Contractual Partner, in particular if:

- a)** the Bank receives a claim from a payment cardholder that the Contractual Partner refuses to accept payment cards for amounts below a certain limit,
- b)** the Contractual Partner does not adhere to the established time limits or procedures,