

General business conditions

for the use of payment cards
BENEFITKA

1. Definitions and Interpretations

For the purposes of the Contract, and the following terms have the meanings set out below, even if the interpretation of the term differs in other sources:

- (a) „BIN“ - is a 16-digit number listed on the front of the Card above the Card Identification Number.
- (b) "Holder" – a natural person who, within the framework of a concluded employment relationship and the Agreement on the Issuance of Electronic Money, is authorized to handle electronic money deposited on Benefitka.
- (c) "Electronic money" – means, in accordance with § 4 ZoPS, value, which (i) represents a claim against the issuer, (ii) is stored electronically (iii) is issued against the receipt of funds for the purpose of executing payment transactions and (iv) is accepted by persons other than the issuer.
- (d) "GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of the processing of personal data and the free movement of such data and the repeal of Directive 95/46 / EC;
- (e) "Holder's Identification" - hereinafter referred to as "Identification" means the providing of the required identification data and documents according to valid legislation. Personal identification means submitting the required documents in person, ie the original of the valid ID card of the Holder or the original of the valid passport and supporting document proving the place of residence (eg lease, affidavit)
- (f) "Contact information": e-mail address and/or telephone number
- (g) "BENEFITKA ID number" - is a 10-digit number listed on the front of the BENEFITKA marked with the "ID" symbol and serves in particular as:
- the unique identifier of the Holder,
 - code for activating BENEFITKA,
 - variable symbol for charging,
 - identifier for BENEFITKA blocking.
- (h) "BENEFITKA" - a non-transferable MasterCard chip card issued by PREPAID SOLUTIONS a.s., as a contractual partner of the Supplier. It is a payment instrument intended for making non-cash payments (contact and contactless) for meals and/or leisure benefits through payment terminals and online payments?
- (i) MasterCard - a member of the Card Association, which manages, processes, and standardizes the operation and settlement of transactions made with payment cards.
- (j) "MCC" means the Merchant Category Code, which is a unique code used by MasterCard International Incorporated
®indicates the type of business activity of the merchant who accepts payments via payment cards under the MasterCard® International Incorporated brand
- (k) "Charging" - increasing the balance of Electronic Money on BENEFITKA card.

- (l) "Customer Care Department" - a specialist workplace of PREPAID SOLUTIONS focused on communication with the Holder. Communication is conducted in the Czech language. This department primarily addresses inquiries and requirements of Holders related to the activation and use of BENEFITKA under the Agreement, including services related to the loss, theft, and blocking of BENEFITKA card.
- (m) "Recharge" - any further increase in the balance of Electronic Money on BENEFITKA.
- (n) "PIN" - a personal identification number that is assigned to the cardholder when activating the BENEFITKA card.
- (o) "Prepaid Solutions" - Prepaid Solutions a.s., with its registered address at Vodičkova 707/37, Prague 1, postal code 110 00, identification number 029 80 461, Registered in the Commercial Register kept by the Municipal Court in Prague in Section B, Insert 1974. It is a company registered in the PREPAID SOLUTIONS register of small-scale electronic money kept by the Czech National Bank File no. 2015/022635/570, file no. zn. Sp / 2015/00011 / CNB / 571, dated 26.2.2015 and further in the ZOPS regime
- (p) "GTC" - means these general conditions of use of BENEFITKA payment cards issued by the Supplier and PREPAID SOLUTIONS for
for the purpose of determining the rights and obligations of the Holder, the Supplier and PREPAID SOLUTIONS in connection with the use of BENEFITKA by the Holder;
- (q) "Politically exposed person" - a natural person who is or has been in a significant public office with national or regional significance, such as in particular the head of state, the prime minister, the head of a central state administration body and his deputy (deputy, secretary of state), member of parliament, member of a political party governing body , a head of a territorial self - government, a judge of the Supreme Court, a constitutional court or another supreme judicial body, against whose decision, in general, with few exceptions, appeals cannot be used, a member of the central bank's bank board, a senior officer of the armed forces or corps, a member or deputy member if it is a legal entity, a statutory body of a state-controlled business corporation, ambassador or head of a diplomatic mission, or a natural person performing or has performed a similar function in another State, an institution of the European Union or an international organization,
- (b) a natural person who is
1. a person close to the person referred to in point (a),
 2. a partner or beneficial owner of the same legal person, or trust fund or other legal arrangements without legal personality, as the person referred to in point (a), or is known to the liable person to be in any other close business relationship with the person referred to in point (a), or
 3. the beneficial owner of a legal person, or a trust or other legal arrangement, without legal personality, which is known to the liable person to have been created for the benefit of the person referred to in point (a).
- (r) "Supplier" - the company SatisPoll s.r.o., with its registered office at Šaldova 425/12, Prague 8 - Karlín, 186 00, Company Identification Number: 027 45 976, listed in the Commercial Register kept by the Municipal Court in Prague, Section C, Insert 223192
- (s) "Contractor Agreement" - an agreement to issue electronic money
- (t) "Disputed transaction" - in particular, a transaction made using the Benefitka card and its identifiers, which the Holder:
- a. has not made or given permission to be made,

b. conducted, but the amount of the transaction was improperly accounted for multiple times or in an incorrect amount.

(u) "Permanent blocking" - is a one-time action in order to prevent the payment use of Benefitka.

(v) "Website" - the Supplier's website at www.benefitka.com

(w) Customer line " - a service provided by SatisPoll s.r.o. holders via the telephone network charged according to the Holder's telephone operator tariff. The telephone number of this line is indicated on the distribution cover of Benefitka 277 000 011

(x) "ZOPS" - Act No. 370/2017 Coll., On Payment Systems, as amended

2. PREPAID SOLUTIONS a.s

2.1 The company Prepaid Solutions as, with its registered office at Vodičkova 707/37, Prague 1, postal code 110 00, identification number 029 80 461, entered in the Commercial Register kept by the Municipal Court in Prague in section B, insert 19749 (hereinafter "PREPAID SOLUTIONS") is a company registered in the register of small-scale electronic money issuers kept by the Czech National Bank, while its activities are performed on the basis of a certificate of registration File no. 2015/022635/570, file no. Sp / 2015/00011 / CNB / 571, dated 26.2.2015 and further in the ZOPS regime and relevant implementing regulations

2.2 According to the relevant legal regulations, the Czech National Bank with its registered office at Na Příkopě 28, Prague 1, Postal Code 115 03, Czech Republic is the supervisory authority for the activities of PREPAID SOLUTIONS in the area of providing small-scale electronic money issuance.

3. Poskytované služby

3.1 As a small-scale electronic money institution, PREPAID SOLUTIONS is entitled, in accordance with the relevant provisions of the ZOPS, in particular, to issue electronic money and to provide payment services related to electronic money, which does not preclude its cooperation with third parties.

3.2 Electronic money means monetary value that:

- represents the Holder's receivable from PREPAID SOLUTIONS
- is stored electronically
- is issued against the receipt of funds for the purpose of executing payment transactions, and
- it is accepted by persons other than the issuer.

3.3 PREPAID SOLUTIONS, as a small-scale Electronic Money institution, is obliged to ensure that the average of Electronic Money in circulation in the Czech Republic does not exceed the amount corresponding to EUR 5,000,000, while the average Electronic Money in circulation means the arithmetic average of the Company's liabilities arising from Electronic money at the end of the calendar day for the last 6 calendar months.

3.4 PREPAID SOLUTIONS issues Electronic Money against receipt of funds in the amount corresponding to the nominal amount the value of the issued Electronic Money and Electronic Money is kept on the Benefitka card in Czech crowns (CZK).

3.5 Recharging the Benefitka card and all payments via the Benefitka card are made in a 1: 1 ratio between Electronic Money and Czech Crowns (CZK).

3.6 The usable balance of Electronic Money deposited on the Benefitka Card is non-interest bearing and is not covered by deposit insurance. PREPAID SOLUTIONS does not provide the Holder with any other benefits depending on the length of time the Holder holds the Electronic Money issued by PREPAID SOLUTIONS.

3.7 More detailed conditions of provided services are stated in the following provisions of these GBTC.

4. Prepaid payment card "BENEFITKA"

4.1 The Benefitka card is a prepaid payment card that is not tied to or linked to the Holder's bank account, with two separate available Electronic Money balances within the balance on the Card, the first of these balances being for the purposes of meals and the other of these balances is intended for leisure benefits; The distribution of balances is managed on an MCC basis, with each balance having its own MCC list.

4.2 Electronic money may be kept on the Benefitka Card only in the legal currency of the Czech Republic.

4.3 The usable balance of Electronic Money deposited on the Benefitka Card is not interest-bearing and is not covered by deposit insurance. Neither the Supplier nor PREPAID SOLUTIONS provides the Holder with any benefits depending on the length of time for which the Holder holds the Electronic Money deposited on the Benefitka Card.

4.4 The Benefitka Card is intended solely for purposes of use unrelated to the Holder's business activities. If Holder is under the age of 18, then he is entitled to use the Benefitka Card only to the extent of his intellectual and free maturity and it is considered that such Holder uses the Benefitka Card in accordance with the consent of his legal representative.

4.5 Upon receipt of the Benefitka Card, Registration and Activation by the Holder under the conditions set out in the Agreement and the GBC, the Holder is entitled to hold and use the Benefitka Card in accordance with these GBTC for the period of validity of the Benefitka Card but does not become the owner of the Benefitka Card.

4.6 the BENEFITKA card becomes non-transferable to a third party from the moment of its activation.

4.7 The holder may be a citizen of the Czech Republic or a foreign natural person.

4.8 PREPAID SOLUTIONS is obliged by law to identify the Holder and to carry out inspections when providing certain services related to Electronic Money.

5. Information about the method of communication - contact information

5.1 The Holder communicates with PREPAID SOLUTIONS in the following ways:

- Electronically: via Electronic communication meaning (email: podpora@prepaid-solutions.cz)
- By phone: via the customer line of the Customer Care Department (incl. Loss and theft of BENEFITKA)
+420 840 990 999

5.2 The Holder communicates with the Supplier in the following ways:

- Electronically via Electronic Communications (info@benefitka.com) or via live chat via the web interface www.benefitka.com
- By phone: via the customer line) +420 277 000 011

5.3 Communication between PREPAID SOLUTIONS, the Supplier, and the Holder takes place in the Czech language or in English. PREPAID SOLUTIONS and the Supplier reserve the right to reject a document in a language other than Czech / English. In the event that PREPAID SOLUTIONS or the Supplier decides to accept a document in a language other than Czech / English, they may request the submission of an officially certified translation of these documents.

6. Website, My BENEFITKA applications, and mobile application

6.1 The Website contains a publicly accessible part and a private part, which is accessible only to the Holder, which also includes the Holder's Account.

6.2 The Holder is entitled to perform basic service operations via the Website, in the particular change of selected personal data, display of transaction history, including the current state of funds (Electronic Money) on Benefitka card. After the first login of the Holder to the Account, the Holder must choose his access data by entering his own username and password.

6.3 After activating the card, Holder acquires the option of creating an account via the web interface or in the "My BENEFITKA" application. Access to My BENEFITKA is via the web interface (available at <https://ucet.benefitka.com> after clicking on the "log in to account" link) or via the mobile application on Google Play. "My account" can be used 24 hours a day, 7 days a week.

6.4 The "My BENEFITKA" application is also used in particular for the retrospective control of all executed payment transactions that have been executed by the Holder's card.

6.5 Basic technical minimum, which is a prerequisite for reliable operation of the application "My BENEFITKA"

- Via the web interface:

- Operating system: Microsoft Windows Vista and higher, Mac OS, Linux.

- Web browser: Internet Explorer 10.0, Mozilla Firefox 3.7, Opera 31, Google Chrome 49, Safari 9.0.3.

- Basic resolution from 1024 x 768.

- Through the mobile application:

- Android phones from version 4.4.

6.6 The Supplier has the right to change the graphic form and format of the "My BENEFITKA" Application and the Company's website through which the Holder has access to the "My BENEFITKA" Application without prior notice.

6.7 The "My BENEFITKA" application is used by the Supplier and PREPAID SOLUTIONS as one of the information means by which the Holder is communicated some of the following information:

- a) changes to the documentation.

- b) news

- c) possible planned system outages, maintenance of the information system

- (d) the incident detected

- e), etc.

6.8 Holders using the "My BENEFIT" application have the obligation to protect their security features and to take all measures to ensure that this data is not accessible to other persons. In particular, these are the obligations:

- a) Do not make the security elements (username, password, authorization SMS) available to a third party in any way
- b) Do not store them on permanent data carriers or leave them accessible to unauthorized persons
- c) Inform the Company without undue delay of any suspicion that security features may have been compromised to unauthorized persons.
- d) Report the loss, theft or misuse of security features without delay
- e) Do not leave the computer or communication device while logged in to "My BENEFITKA"
- f) Use only properly secured computers or communication devices
- g) Change the password whenever the Holder is requested to do so by Prepaid Solutions.

6.9 The Mobile application My BENEFITKA is available free of charge for Holders using mobile devices with the Android and iOS operating systems. The holder activates the online application under a unique key, the so-called identifier in the personal account "My BENEFITKA", tab "application permission". After the mobile device and the identifier are connected to each other, the application starts in full mode. The application displays only balances and transactions related to them, through the application it is not possible to make payments or other accounting operations.

7. Information obligations of the parties

7.1 All documents are available at Satispoll s.r.o. and the company publishes them on the website www.benefitka.cz.

7.2 Information obligation of the Holder. In order to ensure the proper provision of services, the Holder is obliged to inform PREPAID SOLUTIONS or the Supplier without undue delay of:

- (a) change of their identification data
- b) any fact which may make the Holder a Person with a special relationship with PREPAID SOLUTIONS or the Supplier,
- c) a change in the facts determining the status of a Politically Exposed Person
- d) loss of documents identifying the Holder
- e) loss or theft of the Benefitka

7.3 At the request of PREPAID SOLUTIONS and / or the Supplier, the Holder is obliged to prove and document the origin and source of funds, as well as to provide PREPAID SOLUTIONS with all information and facts that PREPAID SOLUTIONS is obliged to ascertain, including proof of the purpose and nature of the transaction.

7.4 PREPAID SOLUTIONS acts with confidence in the authenticity and veracity of the submitted documents, documents, and information provided, and is not obliged to accept them if it has reasonable doubts about them.

8. Information about the contract and its conclusion

8.1 By accepting the BENEFITKA card, the Holder has expressed the obligation to become acquainted with these GTC in their current version and to subject its use to these.

8.2 The Holder is entitled to have at one time 1 a valid and effective Agreement for the service of a prepaid BENEFITKA payment card in the regime of the highest limit pursuant to paragraph 11.4. of these GTC.

8.3 The contractual relationship between PREPAID SOLUTIONS and the Holder is implemented in accordance with the provisions of the ZOPS. The contractual documentation, in its current version, will also be made available on the website www.benefitka.com.

8.4 The Agreement is concluded for a definite period of time, which is identical to the period of validity of BENEFITKA. BENEFITKA is valid until the date stated on it, ie until the last day of the specified month and year, including such day.

8.5 The Holder uses Electronic Money issued by PREPAID SOLUTIONS and registered in the information system of PREPAID SOLUTIONS, while such Holder is the holder of Electronic Money within the meaning of § 1 letter d) ZOPS.

8.6 PREPAID SOLUTIONS and the Supplier shall notify the Holder of the proposed change to any part of the contractual documentation no later than 2 months before the date on which the change is to take effect. If the Holder has not rejected the proposal to change the contractual documentation, it is valid that he has accepted the proposal to change. If the Holder demonstrably rejects the proposal for change before the date on which the change is to take effect, he has the right to terminate the Agreement free of charge and with immediate effect before the date on which the change is to take effect. PREPAID SOLUTIONS and the Supplier are entitled to propose changes to any part of the contract documentation, supplement it or cancel it by issuing an updated version of the contract documentation, especially depending on changes in relevant legal standards, business policy, in order to constantly increase requirements for modernization and safety of services. also in connection with the requirements of MasterCard and the contractual partners of PREPAID SOLUTIONS and the Supplier.

8.7 The Contract shall be governed by and construed in accordance with the laws of the Czech Republic and the courts of the Czech Republic shall have exclusive decision-making power in resolving any disputes. However, PREPAID SOLUTIONS, the Supplier and the Holder undertake to settle any dispute under the Agreement amicably as a matter of priority.

9. Acquisition of the Benefitka card

9.1 The Holder will receive the BENEFITKA card free of charge from his employer and is entitled to use the BENEFITKA only under the conditions of concluding the Agreement and fulfilling all conditions stipulated by these GTC.

9.2 Benefitka will contain, inter alia, the name and surname of the Holder, the PAN, the Identification Number, and the CVC. The BENEFIT is entitled to be used exclusively by the Holder whose name appears on the BENEFITKA.

9.3 Prior to the delivery of BENEFITKA, the Holder is obliged to register using a secure form, which will be sent to him by e-mail, within which the Holder will be obliged to provide his Identification Data. After providing the Holder's Identification Data, the responsible person of the employer is obliged to verify the Holder's Identification Data in accordance with the requirements set by the relevant legal regulations. The holder is obliged to provide the co-verifier with all co-operation. If the Registration and verification of the Holder's Identification Data is not performed in accordance with this paragraph, the Supplier is not obliged to deliver to BENEFITKA or the Holder.

9.4 The Supplier, together with the Benefitka cards, shall hand over the instructions for Activating the card and the current wording of the GTC

10. Activation of BENEFITKA

10.1 After receiving the Benefitka card, if the cardholder wishes to use it on the basis and under the conditions of the Agreement, he is obliged to activate this card.

- via the "My BENEFITKA" application

The Benefitka cardholder urgently needs the information on the Benefitka card to successfully activate the card. For the purposes of future use of the card, it is necessary for the Holder to securely keep the PIN during its activation, which will be communicated to him during this activation of the Benefitka card.

- BENEFITKA must be signed on its back.

10.2 PREPAID SOLUTIONS / The Supplier reserves the right not to activate the Benefitka card for security reasons or because the validity of the activated Benefitka card has already expired.

10.3 By the BENEFITKA Activation Holder declares and confirms that:

- has read these GTC and that he agrees with these GTC without reservations; and that
- expresses an unconditional will to enter into the Electronic Money Issuing Agreement in question within the meaning of the ZOPS with PREPAID SOLUTIONS, and that the funds deposited on BENEFITKA are not intended for the purpose of financing terrorism and other criminal activities, and that
- is not a Politically Exposed Person, and if a politically exposed person is or becomes a politically exposed person at any time during the term of the Agreement, PREPAID SOLUTIONS undertakes to notify this fact immediately and provably and to proceed in accordance with the Supplier's instructions made in accordance with effective legislation.

10.4 BENEFITKA is activated in the mode of the highest limit, which allows repeated recharges up to a total amount of CZK 350,000 within each calendar year for the duration of the concluded Contract.

11. Charging and using BENEFITKA

11.1 The Holder is entitled to make payments via the BENEFITKA card exclusively for meals and / or leisure benefits in connection with the Holder's employment relationship within certain establishments accepting payments with MasterCard payment cards with accepted MCC codes, in the Czech Republic. The use of the BENEFITKA Card for any other purpose will be considered as misuse of the BENEFITKA Card and a gross breach of the Holder's obligations in connection with the use of the BENEFITKA Card. In particular, it is strictly forbidden to use the BENEFITKA card to purchase alcohol, tobacco products, printed matter, electronics, toys or drugstores.

11.2 Charging the BENEFITKA card, ie increasing the current status of Electronic Money at BENEFITKA on the basis of the relevant employer's order. The Holder is not entitled to execute any order for recharging/recharging the BENEFITKA card independently and the Supplier is not obliged to execute/mediate recharging / recharging the BENEFITKA card on the basis of the order or any other request of the Holder in this regard.

11.3 For each payment transaction, Electronic Money will be deducted from the BENEFITKA card in the amount of the value of the respective payment transaction, ie in a 1:1 ratio between Electronic Money deposited on the BENEFITKA card and the legal currency

of the Czech Republic. the balance of Electronic Money on the BENEFITKA card in question at the time of the payment transaction, otherwise this payment transaction will not be executed. In relation to each payment transaction, the funds that have been topped up / topped up on the BENEFITKA card will be used first.

11.4 With the help of the BENEFITKA card, it is possible to make a maximum of 40 payments for meals and 22 payments for leisure benefits in one calendar month. Any further payment transactions will be declined. The total limit for payments under the MCC falling into the "holiday" category, ie especially tours, adventure, and other stays and similar activities, is CZK 20,000 per year. The BENEFITKA card independently recognizes, in connection with which services the relevant payment transaction was performed, via the MCC. Neither PREPAID SOLUTIONS nor the Supplier is in any way responsible for the quality of services provided by third parties on the basis of payment via the BENEFITKA card. List of relevant MCCs where the service is automatically limited to CZK 20,000 per year: 4722, 7011, 7032, 7999.

11.5 With the BENEFITKA card, it is not possible to make cash withdrawals from ATMs or cash withdrawals when paying at individual establishments (so-called cash out). The Holder acknowledges that he is not entitled to any exchange of funds (Electronic Money) deposited on the BENEFITKA card for cash.

11.6 In the event of expiration, loss, theft, etc. of the Card and the balance of funds (benefits), these can be transferred to a new Card on the basis of an electronically submitted application in the "My BENEFITKA" application.

11.7 A payment transaction made using a BENEFITKA card and authorized by the Holder pursuant to Article 11, paragraph 8) of these GBTC is irrevocable by the Holder unless it is a Disputed Transaction.

11.8 A payment transaction made using a BENEFITKA card is considered authorized if the Holder has given his consent and at the same time used at least one of the following identifiers (the so-called form of consent in the sense of § 156 ZoPS):

- a) PIN;
- b) CVC;
- c) the holder's handwritten signature; or
- d) in the case of contactless payments by attaching a BENEFITKA card to the terminal without or with entering a PIN according to the required payment, the Holder acknowledges that for each such BENEFITKA card transaction a simultaneous PIN may be required for verification for security reasons.

11.9 The Holder is responsible for any unauthorized or incorrectly executed payment transaction in full. The holder bears the loss from unauthorized payment transactions up to the amount corresponding to 50 euros if this loss was caused by the use of a lost or stolen BENEFITKA card or the misuse of the BENEFITKA card.

11.10 The Holder shall bear the loss from unauthorized payment transactions in full if he caused this loss by his fraudulent conduct or by intentionally or through gross negligence violating any of his obligations set out in these GBTC.

11.11 The Supplier and PREPAID SOLUTIONS are entitled at any time for technical, security, maintenance reasons to temporarily or permanently block the use of the BENEFITKA Card for the necessary period, without any obligation to the Supplier or PREPAID SOLUTIONS to the Holder or any third party.

12. Security of BENEFITKA

12.1 The Holder is not entitled to hold or use more than one valid and active BENEFITKA. The holder is obliged to protect BENEFITKA from damage, destruction, theft or use by a third party. In the event of loss or theft of the BENEFITKA card, the Holder is entitled to block the BENEFITKA card through the Holder's Account.

12.2 The Holder acknowledges that the BENEFITKA Card may be blocked at any time of his will, ie report the loss, theft, misuse, or unauthorized use of the BENEFITKA Card. Permanent blocking of the BENEFITKA card (especially in case of loss, theft, or in case of suspicion of possible misuse of the BENEFITKA) does not allow the Holder to unblock and use it again and is one of the ways to terminate the Agreement.

12.3 The Holder may not store the PIN together with BENEFITKA, login data, and communicate or otherwise make them available to third unauthorized persons.

12.4 In case of damage, destruction or alteration of the BENEFITKA, in case of misuse of the BENEFITKA card, ie use or attempt to use the BENEFITKA card for any purpose other than payment of meals or leisure benefits under the Contract or suspicion of using the BENEFITKA card to commit criminal offenses, PREPAID SOLUTIONS entitled to decide on the revocation of the relevant BENEFITKA card. In such a case, the Holder is not entitled to a refund of the funds deposited on the BENEFITKA card in question or to any other performance by the Supplier or PREPAID SOLUTIONS.

12.5 The Holder undertakes to block the BENEFITKA card immediately in the event of any occurrence or suspicion or concern of:

- a) unauthorized third party access to the PAN, Identification Number, CVC and / or PIN;
- b) unauthorized access of a third party to the login data to the Holder's Account;
- c) loss, theft and / or misuse of BENEFITKA;
- d) other facts that are capable of harming the Holder, the Supplier, and/or PREPAID SOLUTIONS.

12.6 The Holder is obliged to provide all cooperation to PREPAID SOLUTIONS, the Supplier and / or the relevant public authorities if the BENEFITKA card has been lost, stolen or misused and the Supplier and / or PREPAID SOLUTIONS have reasonably suspected fraud, misuse, other criminal or legal regulations or these GTC or if the Holder has informed the Supplier and / or PREPAID SOLUTIONS about the Disputed Transaction.

12.7 Notwithstanding any provision of this GTC, the Holder shall be liable for any damage resulting from a breach of the Holder's obligations under these GTC, fraudulent conduct or the Holder's failure to provide the required cooperation to the Supplier, PREPAID SOLUTIONS and/or the relevant public authority.

13. Termination of the Agreement

13.1 The BENEFITKA is valid until the date stated on it, ie until the last day of the specified month, including such a day. After this date, the BENEFITKA card cannot be used by the Holder.

13.2 Termination of the Agreement occurs in the following cases:

- The Holder will use his legal right and withdraw from the Agreement, even without stating reasons, within 14 days from the conclusion of the Agreement, ie from the date of activation of the BENEFITKA card,

- the BENEFITKA card expires,
- The holder permanently blocks this BENEFITKA card,
- BENEFITKA is non-functional and this has been reported by the Cardholder to PREPAID SOLUTIONS or the Supplier or
- BENEFITKA is permanently blocked due to a decision of PREPAID SOLUTIONS or the Supplier for the reasons stated in this GTC, especially if there is a suspicion of misuse of BENEFITKA or PIN or if there is a suspicion of using the BENEFITKA card in an illegal act.
- In the event that the Holder demonstrably does not agree with the new wording of the contractual documentation
- termination in the cases specified in Article 12 of these GBTC.

13.3 The Holder is entitled to terminate this Agreement before the expiry of the period of validity stated on the BENEFITKA card without giving a reason with one month's notice. The termination must be made in writing, demonstrably sent to the registered office of the Supplier or PREPAID SOLUTIONS.

13.4 PREPAID SOLUTIONS is entitled to terminate the Agreement with the Holder before the expiry of the period of validity stated on the BENEFITKA, with:

- two months' notice without giving a reason
- a ten-day notice period in the event of a breach, non-compliance or non-compliance with these GTC by the Holder, if PREPAID SOLUTIONS discovers other facts that seriously jeopardize the Holder's ability to properly meet its obligations or for technical or safety reasons on the part of PREPAID SOLUTIONS or business partners of PREPAID SOLUTIONS participating in the provision of the Electronic Money system and in the event that the BENEFITKA card is used by a person other than the authorized Holder.

PREPAID SOLUTIONS will notify the Holder of the termination of the Agreement in writing by post or e-mail or other appropriate means. Notification of the Holder of the notice given in the sense of the previous sentence shall be deemed to be delivery of the notice to the Holder.

13.5 The Supplier is entitled to terminate the contractual relationship with the Holder before the expiry of the period of validity stated on the BENEFITKA, with:

- a ten-day notice period in case of violation, non-fulfillment or non-compliance with these GTC by the Holder, if the Supplier finds other facts that seriously jeopardize the Holder's ability to properly meet its obligations or for technical or safety reasons on the part and if BENEFITKA is used by a person other than the authorized Holder.

The Supplier shall notify the Holder of the termination of the Contract in writing by post or e-mail or other appropriate means. Notification of the Holder of the notice given in the sense of the previous sentence shall be deemed to be delivery of the notice to the Holder.

13.6 The notice period begins on the day following the delivery of the termination of the Agreement to the other party.

13.7 PREPAID SOLUTIONS or the Supplier are entitled at any time for technical, security, maintenance, administration, or other serious reasons to temporarily or permanently block the use of the BENEFIT card for the necessary period without PREPAID SOLUTIONS / Supplier incurring any obligation towards Holder or any third party. To the extent permitted by law, PREPAID SOLUTIONS / Supplier shall under no circumstances be liable for any damages or losses, whether direct or indirect or for consequential losses or inconveniences that may arise for the Holder in connection with any third party failure to provide related

services. with the use of the BENEFITKA card by the Holder, unless such non-performance is caused by the sole fault of PREPAID SOLUTIONS / Supplier.

13.8 During the notice period, the contracting parties are obliged to continue the mutual performance according to the Contract.

13.9 After the fulfillment of the subject and purpose of the Contract, all provisions of the Contract, the nature of which allows it, remain in force and effectiveness.

14. Complaints and grievances

14.1 PREPAID SOLUTIONS or the Supplier and the Holder undertake to resolve any complaint under the Agreement amicably as a matter of priority.

14.2 Complaint means a "criticism" of the quality of fulfillment of the contractual conditions by PREPAID SOLUTIONS or the Supplier, resulting from the concluded Contract and the GTC, by the Holder or a third party.

14.3 In the event that the Holder or a third party wishes to report a deficiency, misconduct or inaction of PREPAID SOLUTIONS / Supplier or its employee, they may do so further through a complaint addressed to PREPAID SOLUTIONS.

14.4 More detailed rights and obligations of PREPAID SOLUTIONS, the Holder and third parties are regulated in the Complaints Procedure of PREPAID SOLUTIONS, which is available on the PREPAID SOLUTIONS website and at the registered office of PREPAID SOLUTIONS.

14.5 The provisions of this Article of the GTC do not exclude the right of the Holder or a third party to file a complaint against the activities of PREPAID SOLUTIONS with the supervisory authority, which is the Czech National Bank with its registered office at Na Příkopě 28, 115 03 Prague 1, Czech Republic.

15. Other rights and obligations and responsibilities of PREPAID SOLUTIONS

15.1 PREPAID SOLUTIONS' liability is governed by the applicable laws of the Czech Republic.

15.2 PREPAID SOLUTIONS shall not be liable for any direct or indirect damages or loss or other harm or event arising out of or beyond the control of PREPAID SOLUTIONS which PREPAID SOLUTIONS could not reasonably have foreseen, influenced or overcome with reasonable effort, in particular, to exert authorities, decisions of the supervisory authority or other public authorities.

15.3 PREPAID SOLUTIONS is not liable for the consequences of events caused by the Holder or which the Holder may have influenced by its actions, eg for a situation where the Holder has not properly fulfilled its obligations to a third party. person, unless such failure is the result of a breach of PREPAID SOLUTIONS' obligations. PREPAID SOLUTIONS is not liable for situations that have arisen as a result of the Holder's breach of obligations set out in applicable law or in the Agreement.

15.4 The Holder acknowledges that PREPAID SOLUTIONS may, at any time during the term of the Agreement, provide activities related to the operation of the Electronic Money System, its website or other means of communication through contractual partners.

15.5 PREPAID SOLUTIONS makes no warranties regarding the suitability of the product and service for a particular purpose.

15.6 The operation of the Electronic Money System or the manner and availability of service communication may be affected by various facts beyond the control of PREPAID

SOLUTIONS, therefore PREPAID SOLUTIONS is not responsible for its unlimited availability and operation. Neither PREPAID SOLUTIONS nor its contractual partners cooperating in the operation of the Electronic Money System shall be liable for any damages and other consequences arising from the malfunction of the Electronic Money System or the limitation of the functionality of the Electronic Money System.

15.7 PREPAID SOLUTIONS is not obliged to enter into any dispute between the Holder and any third party related to the BENEFIT CARD.

15.8 PREPAID SOLUTIONS is not liable for defects in goods or services or incorrectly executed transactions carried out by the Holder through BENEFITKA. The Holder undertakes to file these complaints and grievances with the relevant merchant where he made the purchases or with the relevant ATM operator.

15.9 PREPAID SOLUTIONS shall not be liable for any inaccurate or incomplete or incorrect information and / or data provided by the Holder on the basis of and in accordance with these GBTC.

15.10 PREPAID SOLUTIONS shall not be liable for direct or indirect damages, loss or other harm or incident that may arise for the Holder as a result of using computer technology that is insufficiently protected against viruses and other malicious software or tampering. PREPAID SOLUTIONS encourages the Holder to use only a trusted and secure Internet connection in all communications with PREPAID SOLUTIONS and to protect its computer and communication technology with functional and continuously updated anti-virus programs.

15.11 PREPAID SOLUTIONS is entitled to temporarily suspend or suspend the provision of contractual services or change their scope at any time during the term of the contract if it is obliged to do so on the basis of measures or other rules binding on PREPAID SOLUTIONS or the Czech Republic. PREPAID SOLUTIONS informs the Holder about this via the website.

15.12 In accordance with the legislation on measures against money laundering and terrorist financing, PREPAID SOLUTIONS is entitled at any time during the term of the Agreement with the Holder to request the addition of the Holder's identification data, submission of the required documents or information by the Holder.

15.13 PREPAID SOLUTIONS is entitled to determine the scope of required documents and information. Within the framework of its obligations arising from legal regulations, the Company is entitled to perform repeated identification and control for the fulfillment of its information obligation, to ascertain and process data on the Holder, to keep records of such data, all in accordance with contractual arrangements and legal regulations.

15.14 PREPAID SOLUTIONS is entitled to obtain copies of the submitted documents for its own use and for the needs of the cooperating persons.

15.15 PREPAID SOLUTIONS is obliged to maintain the confidentiality of information concerning the Holder. PREPAID SOLUTIONS may disclose information relating to the Holder to persons other than the Holder only if permitted by general law or with the consent of the Holder.

16. Other rights and obligations and responsibilities of the Supplier

16.1 The Supplier's liability is regulated by valid legal regulations of the Czech Republic.

16.2 The Contractor shall not be liable for any direct or indirect damages or loss or other harm or event arising out of the Supplier's control or which the Contractor could not

reasonably foresee, influence, or overcome with reasonable effort, in particular force majeure or other public authorities. can.

16.3 The Supplier shall not be liable for the consequences of events caused by the Holder or which the Holder could have influenced by its actions, eg for a situation where the Holder has not properly fulfilled its obligations to a third party unless such non-compliance is the result of a breach of the Supplier's obligations. The Supplier shall not be liable for situations that have arisen as a result of the Holder's breach of obligations stipulated in valid legal regulations or in the Contract.

16.4 The Holder acknowledges that the Supplier may at any time provide activities related to the Website or other means of communication through the contractual partners

16.5 PREPAID SOLUTIONS is not obliged to enter into any dispute between the Holder and any third party related to the BENEFITKA card.

16.6 The Supplier shall not be liable for defects in goods or services or incorrectly executed transactions carried out by the Holder via the BENEFITKA card. The Holder undertakes to file these complaints and grievances with the relevant merchant where he made the purchases or with the relevant ATM operator.

16.7 The Supplier shall not be liable for any inaccurate or incomplete or incorrect information and / or data provided by the Holder on the basis of and in accordance with these GBTC.

16.8 The Supplier shall not be liable for direct or indirect damages or losses or other harm or event that arise for the Holder as a result of the use of computer technology insufficiently protected against viruses and other malicious software or interference.

16.9 In accordance with the legal regulations on measures against money laundering and terrorist financing, the Supplier is entitled at any time during the term of the Contract with the Holder to request supplementation of the Holder's identification data, submission of the required documents or information by the Holder.

16.10 The Supplier is entitled to obtain copies of the submitted documents (except in cases stipulated by law, this does not apply to identity documents, according to which the information will be verified by default only to the legal extent) for its own needs and the needs of cooperating persons.

16.11 The Supplier is obliged to maintain the confidentiality of information concerning the Holder. The Supplier may communicate information concerning the Holder to persons other than the Holder only if permitted by general legal regulations or if the Holder has given his consent to do so.

17. Other rights and obligations of the Holder

17.1 In the event of a future complaint, the Holder is recommended to keep documents on individual card transactions securely for a period of 12 months from the expiry of the BENEFITKA card, resp. termination of the Contract, and at the request of PREPAID SOLUTIONS / Supplier to submit it without undue delay.

17.2 The Holder is obliged to provide PREPAID SOLUTIONS and the Supplier with complete and true data. If the Holder does not provide complete and true data, he shall bear all responsibility for any damages incurred by him, PREPAID SOLUTIONS, the Supplier, and any third party. The provision of incomplete or false information by the Holder may give rise to any administrative or criminal liability for him. The Holder further undertakes not to

mislead PREPAID SOLUTIONS and the Supplier in any way in connection with the Electronic Money and not to commit any fraudulent or prohibited acts.

17.3 The Holder is obliged to notify the Supplier immediately of any changes or corrections to its personal data, including mobile phone number, postal address, e-mail address, by updating this data (<https://www.benefitka.com>), or through the Customer lines. The holder is obliged to provide relevant evidence confirming the change of data or to re-identify.

17.4 The Holder undertakes to protect and keep separate from the BENEFITKA and in a safe place all personal identifiers and security features necessary to use the BENEFITKA Card. The holder further undertakes not to disclose personal identifiers and security features to any third party. Breach of this obligation may be considered a material breach of the Agreement by the Holder.

17.5 The Holder undertakes, alone or in cooperation with a third party, not to disrupt or endanger the operation or security of the PREPAID SOLUTIONS Electronic Money System and its users, including attempts to overcome security mechanisms and perform their retrospective analysis. Breach of this obligation may be considered a material breach of the Agreement by the Holder, even if PREPAID SOLUTIONS is a mere reasonable suspicion of such a breach or threat to security.

18. Protection of personal data and confidentiality

18.1 Personal Data Administrator

The administrator of personal data in connection with the performance of the subject and purpose of the Agreement is PREPAID SOLUTIONS, PREPAID SOLUTIONS processes the Holder's personal data for legal reasons that do not require the Holder's consent and / or on the basis of the consent granted by the Holder.

18.2 Legal reasons for the acquisition and processing of personal data

PREPAID SOLUTIONS is governed in particular by the following laws, as amended when collecting and processing personal data:

- Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data.
- The Payment System Act
- The Act on Certain Measures Against the Legalization of Proceeds from Crime and the Financing of Terrorism

PREPAID SOLUTIONS in the acquisition and processing of personal data is further governed in particular by Act No. 111/2019 Coll. Act amending certain acts in connection with the adoption of the Personal Data Processing Act and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repeal of Directive 95/46 / EC (General Data Protection Regulation).

PREPAID SOLUTIONS processes personal data for the purposes of in particular:

- Execution and verification and control of the Holder's Identification
- conclusion, administration and control of the contractual relationship,
- activities related to the issuance of electronic money,
- execution of payment operations related to electronic money,

- identification of risks and set of related measures to reduce them,
- prudent business of PREPAID SOLUTIONS,
- identification of suspicious transactions and related activities according to the AML

Act

- supervising the activities of PREPAID SOLUTIONS

By concluding the Agreement, the Holder acknowledges that PREPAID SOLUTIONS, through authorized persons, is entitled, even repeatedly, to acquire personal data by copying, scanning, copying or another recording from the Identity Card to the extent

- all names and surnames,
- birth number and, if not assigned, date of birth,
- place of birth,
- gender,
- permanent or other residences,
- citizenship,
- the type and number of the identity card, the state or authority that issued it, the date of issue and its period of validity

PREPAID SOLUTIONS obtains and processes other personal data in order to identify risks and measures to minimize them and to improve communication with the Holder. These are in particular the following data:

- telephone number
- email address
- IP address

By concluding the Agreement, the Holder further acknowledges that PREPAID SOLUTIONS is entitled to process personal data to the extent specified in the previous paragraph using the information system.

PREPAID SOLUTIONS processes data related to payment transactions related to BENEFITKA.

PREPAID SOLUTIONS retains personal data for the period specified by applicable law.

18.3 Provision and disclosure of personal data

PREPAID SOLUTIONS does not disclose the personal data provided

The Holder's personal data may be processed by PREPAID SOLUTIONS or through third-party processors used by PREPAID SOLUTIONS for these purposes in connection with the provision of the BENEFITKA card function. Holder's personal data may be transferred to third parties without his consent only if required by applicable law or if this is necessary for the proper performance of the subject and purpose of the Agreement or for the fulfillment of other relevant obligations of PREPAID SOLUTIONS.

The personal data processed may be the subject of cross-border transfers of personal data to countries within the European Union, as well as to third countries, which guarantee an adequate level of personal data protection. In this context, it is mainly a matter of providing personal data to the Decta Limited processor.

18.4 Protection of personal data

PREPAID SOLUTIONS secures the processed personal data against damage, destruction, loss, unauthorized access and disclosure, misuse, theft, as well as against other unauthorized forms of processing.

18.5 Declaration and authorization of the Holder

The Holder hereby declares that all data and information, including personal data provided by PREPAID SOLUTIONS, are provided voluntarily, are true, correct, complete and up-to-date, and undertakes to notify PREPAID SOLUTIONS of any change without delay.

The holder is entitled to ask PREPAID SOLUTIONS for

- information on the processing of your personal data,
- correction of incorrect, incomplete, out-of-date personal data
- deletion of personal data processed on the basis of the provided consent of the Holder
- restrictions on the processing of personal data processed on the basis of the provided consent of the Holder
- information about the source of the data provided

The holder also has the right to ask PREPAID SOLUTIONS for an explanation or to request that PREPAID SOLUTIONS rectify any defective condition.

18.6 Processor of personal data

The processor of personal data is the company SatisPoll s.r.o., with its registered office at: Šaldova 425/12, Prague 8 - Karlín, 186 00, Company Identification Number: 027 45 976, listed in the Commercial Register kept by the Municipal Court in Prague, Section C, Insert 223192.

All information on the processing of personal data, as well as on the rights of data subjects, can be found on the website

https://www.benefitka.com/assets/GDPR_politika_ochrany_osobnich_udaju.pdf

19. Final provisions

19.1 Each provision of these GBTC is separated from all other provisions, provided that the possible invalidity or unenforceability of any part of these GBTC does not affect the validity and effectiveness of the remaining parts of the GBTC.

19.2 These GTC take effect on 1.2.2020

In Prague on 16.12.2019