

**Terms and Conditions for using  
BENEFITKA CARD**

## 1. Definitions

The following terms are defined for the purposes of the Agreement, including in situations where the term was used differently in other sources:

- (a) **“BIN”** - the 16-digit code specified on the front side of the Card above the Card Identification Number.
- (b) **“Holder”** – the natural person authorised to use the electronic funds deposited on a Benefitka Card based on an employment agreement and the Electronic Funds Agreement.
- (c) **“Electronic Funds”** – funds under §4 of the Act on Payments that (i) are a receivable against the issuer, (ii) stored electronically, (iii) issued against received funds for the purposes of conducting payment transactions and (iv) accepted by parties other than the issuer
- (d) **“GDPR”** - refers to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC;
- (e) **“Holder Identification”** – or simply “Identification” refers to the personal identification conducted based on identification details and other evidence under valid legislation. Personal Identification means the submission of required documents in person, i.e. the original of the valid ID card of the Holder or the original of the valid passport and the supporting document stating place of residence (e.g. lease agreement or affidavit
- (f) **“Contact Details”**: email address and/or phone number
- (g) **“BENEFITKA card Identification Number”** – the 10-digit number specified on the front of the Benefitka Card labelled with the “ID” symbol and used primarily as:
  - a unique identifier for the Holder,
  - the BENEFITKA CARD activation code,
  - the variable symbol for recharge purposes,
  - the identifier for BENEFITKA card blocking.
- (h) **“BENEFITKA CARD”** – the non-transferable MasterCard chip card issued by PREPAID SOLUTIONS a.s., as the Provider’s contractual partner. This is a payment tool intended for use to complete cashless payments (contact and contactless) for catering services and/or free-time benefits via payment terminals and on-line payments.
- (i) **“MasterCard”** – a member of the Card Association that manages, processes and standardizes the operation and settlement of transactions executed by credit cards.
- (j) **“MCC”** - *Merchant Category Code*, a unique code used by MasterCard International Incorporated® indicating the type of business conducted by a merchant accepting payment using MasterCard® International Incorporated branded cards for payment
- (k) **“Recharge”** – an increase in the balance of Electronic Funds on a BENEFITKA card.
- (l) **“Customer Care Department”** – the specialised department of PREPAID SOLUTIONS focused on communications with Holders. Communication is conducted in Czech. This department is primarily responsible for resolving Holder requests and questions related to the activation and use of BENEFITKA cards under the Agreement, including services related to the loss, theft and blocking of BENEFITKA cards.
- (m) **“Repeated Recharge”** – any additional increase in the balance of Electronic Funds on a BENEFITKA card.
- (n) **“PIN”** – the personal identification number assigned to a BENEFITKA card Holder during BENEFITKA card activation.
- (o) **“Prepaid Solutions”** - Prepaid Solutions a.s., with registered office at Vodičkova 707/37, Prague 1, 110 00, organisation ID number 029 80 461, registered in the Commercial Register at Prague Municipal Court, section: B, file no. 1974. PREPAID SOLUTIONS is registered in the register of small-scale issuers of electronic funds maintained by the Czech National Bank under registration no. 2015/022635/570, case no. Sp/2015/00011/CNB/571, dated 26 February 2015 and under the regime specified in the Act on Payments
- (p) **“VPB”** – these terms and conditions for using BENEFITKA cards issued by the Provider and PREPAID SOLUTIONS to define the rights and obligations of the Holder, Provider and PREPAID SOLUTIONS concerning the use of BENEFITKA cards by the Holder;
- (q) **“Politically Exposed Person”** – means a natural person who is or has been in a major public function of national or regional importance, such as, in particular, the Head of State, the Prime Minister, the Head of the Central Government Authority and his Deputy (Deputy, State Secretary) a member of the governing body of a political party, a senior representative of a territorial government, a judge of the supreme court, a constitutional court or other supreme judicial body against whose decision, in general, exceptions may not be used, a bank member of the central bank, a senior officer of the armed forces or a corps, a representative of a member, if he is a legal person, a statutory body of a commercial corporation governed by the state, an ambassador or head of a diplomatic mission, or a natural person who exercises or exercises a similar function in another state, a body of the European Union or an international organization,
  - b) a natural person who is

1. a close affiliate of a person specified in a) above,
  2. a partner or beneficial owner of the same legal entity or trusteeship fund or other legal arrangement without legal personality as the person referred to in a) above, or is aware of the person obliged to do so in any other close business relationship with the person specified to in a) above, or
  3. the actual owner of a legal entity or a trusteeship fund or other legal arrangement without legal personality that is known to the liable person to have been created for the benefit of a person as specified in a) above. “
- (r) **“Provider”** - SatisPoll s.r.o., with registered office at: Šaldova 425/12, Prague 8 - Karlín, 186 00, Org. ID: 027 45 976, registered in the Commercial Register at Prague Municipal Court, section: C, file no. 223192
- (s) **“Agreement”** – Electronic Funds Agreement
- (t) **“Disputed Transaction”** – any transaction completed using a Benefitka Card and its identifier that the Holder:
- a. did not complete or allow,
  - b. completed, but the amount that was not properly billed multiple times or in the incorrect amount.
- (u) **“Permanent Blockage”** – a one-off action to restrict the use of a Benefitka Card for payment.
- (v) **“Website”** – the Provider’s website at [www.benefitka.com](http://www.benefitka.com)
- (w) **“Customer Service Line”** – a service provided by SatisPoll s.r.o. to Holders over the phone and subject to charges per the Holder’s telephone operator’s tariff. The phone number is specified on the BENEFITKA card distribution envelope, 277 000 011
- (x) **“ZOPS”** - Act No. 370/2017 Coll. on Payments, as amended

## 2. **PREPAID SOLUTIONS a.s.**

- 2.1 Prepaid Solutions a.s., with registered office at 707/37, Prague 1, 110 00, organisation ID no. 029 80 461, registered in the Commercial Register at Prague Municipal Court, section: B, file no. 19749 (**“PREPAID SOLUTIONS”**) is registered in the register of small-scale issuers of electronic funds maintained by the Czech National Bank, whereby its activities are performed under registration no. 2015/022635/570, file no. Sp/2015/00011/CNB/571, dated 26 February 2015 and under the regime specified in the Act on Payments and implementing regulations
- 2.2 The authority supervising PREPAID SOLUTIONS as a small scale issuer of electronic funds under relevant legislation is the Czech National Bank, with registered office at Na Příkopě 28, Prague 1, 115 03, Czech Republic.

## 3. **Provided services**

- 3.1 PREPAID SOLUTIONS as a small scale issuer of electronic funds is authorised, under applicable provisions of the Act on Payments, to issue electronic funds and provide payment services involving electronic funds, which has no prejudice on its collaboration with third parties.
- 3.2 Electronic funds are defined as funds that are:
- the client’s receivable against PREPAID SOLUTIONS as the Holder to PREPAID SOLUTIONS
  - stored electronically
  - issued against funds received for the purposes of conducting payment transactions, and
  - accepted by parties other than the issuer.
- 3.3 PREPAID SOLUTIONS, as a small scale issuer of Electronic Funds, shall ensure that the average of such issued Electronic Funds in circulation in the Czech Republic does not exceed EUR 5,000,000, whereby the average of Electronic Funds in circulation is defined as the arithmetic average of the Company’s commitments concerning Electronic Funds at the end of the calendar day for the last 6 calendar months.
- 3.4 PREPAID SOLUTIONS issued Electronic Funds in exchange for funds received in an amount corresponding to the nominal value of the issued Electronic Funds and Electronic Funds on BENEFITKA cards are maintained in Czech koruna (CZK).
- 3.5 BENEFITKA card recharges and all payments completed using BENEFITKA cards are conducted in a 1:1 ratio between Electronic Funds and Czech koruna (CZK).
- 3.6 The available balance of Electronic Funds deposited on a BENEFITKA card is not interest-bearing and is not subject to any deposit protection insurance. PREPAID SOLUTIONS does not provide the Holder with any other benefits dependent upon the length of time that the Holder keeps Electronic Funds issued by PREPAID SOLUTIONS on their individual card.
- 3.7 More specific terms of service are specified in subsequent provisions hereof.

## 4. **Prepaid BENEFITKA payment card**

- 4.1 BENEFITKA cards are a prepaid payment card that is not connected or linked to any Holder bank account, with two separately available balances of Electronic Funds within the BENEFITKA card balance, whereby the first of these balances is reserved for catering services and the second of which is reserved for free-time benefits; the difference in the balances is determined by MCC, and each balance has a dedicated MCC list.
- 4.2 Electronic Funds on a BENEFITKA card are maintained exclusive using the official currency of the Czech Republic.
- 4.3 The available balance of Electronic Funds deposited on a BENEFITKA card is not interest-bearing and is not subject to any deposit protection insurance. Neither the Provider nor PREPAID SOLUTIONS shall provide the Holder with any benefits based on the length of time the Holder keeps the Electronic Funds deposited on a BENEFITKA card.
- 4.4 A BENEFITKA card is reserved exclusively for uses unrelated to the Holder's business activities. If the Holder is under the age of 18, they are only authorised to use a BENEFITKA card in the extent of their intellectual and moral maturity and such Holder is considered to use a BENEFITKA card with the consent of their legal guardian.
- 4.5 Based on acceptance of a BENEFITKA card, Registration and Activation by the Holder under the conditions specified in the Agreement and herein, the Holder is authorised to hold and use the BENEFITKA card in accordance with the terms hereof over the valid term of the BENEFITKA card but does not become the owner of the BENEFITKA card.
- 4.6 A BENEFITKA card becomes non-transferable to a third party at the moment of its activation.
- 4.7 A Holder may be a domestic national or a foreign alien.
- 4.8 PREPAID SOLUTIONS shall identify the Holder under the law and perform controls when providing specific services associated with Electronic Funds.

## **5. Communication - contact information**

- 5.1 The Holder shall communicate with PREPAID SOLUTIONS as follows:
  - Electronically: via email ([podpora@prepaid-solutions.cz](mailto:podpora@prepaid-solutions.cz))
  - Over the phone: using the Customer Care Department's Customer Care Line (including loss or theft of a BENEFITKA card) +420 228 880 210
- 5.2 The Holder shall communicate with the Provider as follows:
  - Electronically via email ([info@benefitka.com](mailto:info@benefitka.com)) or using the web chat interface at [www.benefitka.com](http://www.benefitka.com)
  - Over the phone: via the Customer Service Line) +420 277 000 011
- 5.3 Communication between PREPAID SOLUTIONS, the Provider and Holder is conducted in Czech or English.

## **6. Website**

- 6.1 The Website has a publicly accessible section and a private section only accessible to the Holders, which includes the Holder Account.
- 6.2 The Holder is authorised to perform basic service operations via the Website, in particular changing selected personal data, displaying the transaction history, including the current balance of funds (Electronic Funds) on their BENEFITKA card. When a Holder first logs on to their Account, they must enter their own user name and password.

## **7. Information about the Agreement and its conclusion**

- 7.1 By accepting a BENEFITKA card, the Holder expresses its commitment to review the contents hereof in its current version and to follow these contents in practice.
- 7.2 A Holder may only have 1 valid and active Agreement for a prepaid BENEFITKA card within the limit specified in Subsection 9.4 herein.
- 7.3 The contractual relationship between PREPAID SOLUTIONS and the Holder is subject to the provisions of the Act on Payments. Contractual documentation will be published in its updated version at the website [www.benefitka.com](http://www.benefitka.com).
- 7.4 The Benefitka Card Terms and Conditions define the basic rights and obligations of PREPAID SOLUTIONS and the Provider and the basic rights and obligations of the Holder.
- 7.5 The Agreement is concluded for a fixed term matching the valid term of the BENEFITKA card. A BENEFITKA card is valid until the date specified thereon, i.e. to the final day of the month and year, including this day.
- 7.6 The Holder shall use Electronic Funds issued by PREPAID SOLUTIONS and recorded in the PREPAID SOLUTIONS information system, whereby the Holder is considered a holder of Electronic Funds under §1 (d) of the Act on Payments

7.7 PREPAID SOLUTIONS and the Provider shall disclose any proposed changes to any part of the contractual documentation to the Holder at least 2 months in advance of the day on which such change should enter into force. The Holder is considered to accept such proposed change to the contractual documentation if it does not object to such proposal. If the Holder objects to such proposed change in advance of the date on which it is expected to enter into force, it has the right to give notice to the Agreement at no charge and with immediate effect prior to the date on which the change is to enter into effect. PREPAID SOLUTIONS or the Provider may propose changes to any part of the contractual documentation, including amendment or cancellation thereof, by issuing an updated version of the contractual documentation, especially depending on changes in applicable legislation, business policies, etc. in the interests of increasing requirements to modernise and ensure the security of provided services and with respect to the requirements of MasterCard and the contractual partners of PREPAID SOLUTIONS and the Provider.

7.8 The Agreement shall be subject to and interpreted in accordance with Czech laws and Czech courts shall maintain exclusive jurisdiction with respect to resolving any disputes. PREPAID SOLUTIONS, the Provider and the Holder commit to resolve any such disputes under the Agreement through mutual agreement and settlement.

## **8. BENEFITKA card acquisition**

8.1 The Holder receives the BENEFITKA card from their employer and is only authorised to use the BENEFITKA card under the conditions of the concluded Contract and the fulfilment of all conditions specified herein.

8.2 The BENEFITKA card shall display the first and last name of the Holder, the BIN, the Identification Number and a CVC. Only that Holder whose name is on the specific BENEFITKA Card is authorised to use the card.

8.3 Before a BENEFITKA card is issued, the Holder must complete registration using the secure form that is sent via email and within which the Holder shall provide their Identification Details. Once the Holder provides Identification Details, the employer's designated person shall verify the Holder's Identification Details against the requirements specified in applicable legislation. The Holder shall provide the person conducting this check with all necessary cooperation. The Provider is not obliged to issue a BENEFITKA card to the Holder if Registration and verification of the Holder's Identification Details are not conducted per the terms hereof.

8.4 The Provider shall provide the Activation Instructions for BENEFITKA cards and the current version hereof together with the BENEFITKA cards.

## **9. BENEFITKA card activation**

9.1 After receipt of the BENEFITKA card, a Holder intending to use such card under the terms hereof shall activate their BENEFITKA card

- using the Customer Service Line operated by the Customer Care Department at +420 228 880 210 or by other means.

The BENEFITKA Holder must use the details specified in the BENEFITKA card to complete activation.

For the purposes of future use of the BENEFITKA Card, the Holder must save their PIN provided during BENEFITKA card activation in a safe place.

- The BENEFITKA card must be signed on the back.

9.2 PREPAID SOLUTIONS/the Provider reserves the right to delay BENEFITKA card activation for security reasons or if the activated BENEFITKA card has already expired.

9.3 Upon BENEFITKA card activation, the Holder declares and confirms that:

- they have reviewed the contents hereof and accept them in full; and that
- they express an unconditional willingness to conclude with PREPAID SOLUTIONS the given Electronic Funds Agreement under the Act on Payments, and that
- the funds deposited on the BENEFITKA card are not intended for use to finance terrorism or other criminal activity, and that
- they are not a Politically Exposed Person, and if they become a Politically Exposed Person at any point over the duration of the Agreement, they commit to immediately inform PREPAID SOLUTIONS in writing of such fact in a demonstrable manner and thereby proceed in accordance with the Provider's instructions taken in accordance with valid legislation.

9.4 A BENEFITKA card is activated with the highest allowed limit, which permits recharging up to a total amount of CZK 350,000 during a single calendar year over the duration of a concluded Agreement.

## **10. Recharging and using a BENEFITKA card**

10.1 The Holder is authorised to conduct payments using a BENEFITKA card exclusively for catering services and/or free-time benefits related to the Holders employment at any establishment accepting MasterCard payment cards for payment and with an acceptable MCC code in the Czech Republic. The use of a BENEFITKA card for any other purpose shall be considered misuse of a BENEFITKA card and a gross breach of the Holder's obligations related to the use of their BENEFITKA card. It is strictly prohibited to use a BENEFITKA card to purchase alcohol, tobacco products, print media, electronics, toys or toiletries.

- 10.2 BENEFITKA card recharging, i.e. increasing the current balance of Electronic Funds on a BENEFITKA card, is performed based on an order from the employer. The Holder is not authorised to issue any recharge order for a BENEFITKA card independently and the Provider is not obliged to complete/facilitate any recharge of a BENEFITKA card based on any order or any other instruction from such Holder in this direction.
- 10.3 For every payment transaction, the corresponding amount of Electronic Funds will be deducted from the BENEFITKA card in a ratio of 1:1 between the Electronic Funds deposited on the BENEFITKA card and the official currency of the Czech Republic, while the value of such transaction may not exceed the total and remaining balance of Electronic Funds on the BENEFITKA card at the time of the transaction, otherwise the transaction will not be completed. Funds that were added to the BENEFITKA card first will be used first.
- 10.4 BENEFITKA card transactions are limited to 30 payments for catering services and 22 payments for free-time benefits per calendar month. Every additional transaction will be rejected. The BENEFITKA card itself recognises the specific type of transaction using the MCC. Neither PREPAID SOLUTIONS, nor the Provider, is liable for the quality of any services provided by third parties based on payment made using a BENEFITKA card under any circumstances. The list of corresponding MCC establishments in which BENEFITKA cards may be used is available upon request by emailing: [info@benefitka.com](mailto:info@benefitka.com)
- 10.5 A BENEFITKA card cannot be used to make cash withdrawals from an ATM or to receive cash back when making payment at an individual establishment (so-called *cash out*). The Holder is aware that it is not authorised to exchange any funds (Electronic Funds) on a BENEFITKA card for cash.
- 10.6 Payment transactions completed using a BENEFITKA card and authorised by the Holder under Article 10 (7) herein are irrevocable on the part of the Holder, unless involved in a Disputed Transaction.
- 10.7 Payment transactions completed using a BENEFITKA card are considered authorised if the Holder provided consent and used at least one of the following identifiers (consent under §156 of the Act on Payments):
- PIN;
  - CVC;
  - the Holder's signature; and/or
  - by positioning the BENEFITKA card next to the terminal or by entering the PIN code depending on the amount of a contactless payment, whereby the Holder is aware that the PIN may be required for security reasons for any BENEFITKA card transaction regardless of the amount of payment.
- 10.8 The Holder is responsible for every unauthorised or incorrectly completed payment transaction in full. The Holder is responsible for unauthorised payment transactions of up to EUR 50 if such loss is the result of the use of a lost or stolen BENEFITKA card or the misuse of a BENEFITKA card.
- 10.9 The Holder is responsible for unauthorised payment transactions in full if resulting from the loss caused by their fraudulent actions or their intentional or negligent violation of any obligation as defined herein.
- 10.10 The Provider and PREPAID SOLUTIONS are authorised at any time to temporarily or permanently block the use of a BENEFITKA card for technical or security reasons or for maintenance for the period necessary, without the Provider or PREPAID SOLUTIONS having any commitment to the Holder or any third party.

## 11. BENEFITKA card security

- 11.1 The Holder is not authorised to hold more than one valid and active BENEFITKA card at one time. The Holder shall protect their BENEFITKA card from damage, destruction, theft or use by any third party. The Holder shall report the loss or theft of a BENEFITKA card to block their BENEFITKA card via the Holder's Account or by calling +420 277 000 011.
- 11.2 The Holder is aware that the BENEFITKA card may be blocked at any time by reporting the loss, theft, misuse or unauthorised use of the BENEFITKA card. Permanent blocking of a BENEFITKA card (in the event of loss or theft, or suspected misuse of a BENEFITKA card) does not permit the Holder to unblock and use their card and is one of the forms of termination of the Agreement.
- 11.3 The Holder may not store their PIN together with their BENEFITKA card, login details and otherwise share or disclose such details to a third party.
- 11.4 PREPAID SOLUTIONS and the Provider may decide to cancel a specific BENEFITKA card in the event of damage, destruction or alteration of a BENEFITKA card, or the misuse of a BENEFITKA card, i.e. use or an attempt to use a BENEFITKA card for any purpose other than to pay for catering services or free-time benefits under the terms of the Agreement or suspected use of a BENEFITKA card to commit a crime. In such case, the Holder has no right to a refund of the funds deposited on the given BENEFITKA card or for any other fulfilment on the part of the Provider or PREPAID SOLUTIONS.
- 11.5 The Holder commits to immediately block a BENEFITKA card if there is any evidence or suspicion of:
- unauthorised third party access to a BIN, the Identification Number, CVC and/or PIN;
  - unauthorised third party access to the login details for the Holder's account;
  - loss, theft and/or misuse of a BENEFITKA card;
  - other circumstances that may harm the Holder, Provider and/or PREPAID SOLUTIONS;

- 11.6 The Holder shall provide all cooperation to PREPAID SOLUTIONS, the Provider and/or any public authorities if a BENEFITKA card is lost, stolen or misused or if the Provider and/or PREPAID SOLUTIONS have justified suspicions that such fraud, misuse, criminal activity or other breach of legislation or prohibited action as defined herein has occurred or if the Holder notifies the Provider and/or PREPAID SOLUTIONS of a Disputed Transaction.
- 11.7 Regardless of the provisions hereof, the Holder is liable for any damages resulting from a breach of the Holder's obligations hereunder, fraudulent activity or if the Holder does not provide the required cooperation to the Provider, PREPAID SOLUTIONS and/or relevant public authorities.

## 12. Termination of the Agreement

- 12.1 A BENEFITKA card is valid until the date specified thereon, i.e. to the final day of the specified month, including this day. The Holder may not use their BENEFITKA card after this date.
- 12.2 The Agreement is terminated in the following instances:
- The Holder exercises their statutory right and withdraws from the Agreement, including without providing a reason, within a term of 14 days from conclusion of the Agreement, i.e. from the date of BENEFITKA card activation,
  - expiration of their BENEFITKA card,
  - The Holder permanently blocks their BENEFITKA card,
  - Their BENEFITKA card is not functional and such fact was reported by the Holder to PREPAID SOLUTIONS or the Provider, or
  - Their BENEFITKA card is permanently blocked based on a decision made by PREPAID SOLUTIONS or the Provider for reasons specified herein, especially suspicion of misuse of a BENEFITKA card or PIN or suspicion of the use of a BENEFITKA card in unlawful activities.
  - If the Holder formally disagrees with the new form of the contractual documentation
  - by giving notice in the instances under Article 12 herein.
- 12.3 The Holder may give notice hereto before the expiration date specified on their BENEFITKA card without providing a reason with a one-month notice period. The notice must be completed in writing and demonstrably sent to the registered office of the Provider or PREPAID SOLUTIONS.
- 12.4 PREPAID SOLUTIONS is authorised to give notice to the Agreement to the Holder before the expiration date specified on their BENEFITKA card with:
- a two-month notice period without providing a reason,
  - a ten-day notice period in the event of the Holder's breach or failure to comply with the contents hereof, if PREPAID SOLUTIONS identifies any other facts that pose a serious threat to the Holder's ability to meet its commitments or for technical or security reasons on the part of PREPAID SOLUTIONS or its business partners involved in securing the system of Electronic Funds and if a BENEFITKA card is used by any person other than the authorised Holder.
- PREPAID SOLUTIONS shall notify the Holder of such notice to the Agreement in writing delivered by post or email or using other suitable means. Holder notification of such notice per the previous sentence is considered delivery of notice to the Agreement to the Holder.
- 12.5 The Provider is authorised to give notice to the Agreement to the Holder before the expiration date specified on their BENEFITKA card with:
- a ten-day notice period in the event of the Holder's breach or failure to comply with the contents hereof, if the Provider identifies any other facts that pose a serious threat to the Holder's ability to meet its commitments or for technical or security reasons on the part of the Provider and if a BENEFITKA card is used by any person other than the authorised Holder.
- The Provider shall notify the Holder of such notice to the Agreement in writing delivered by post or email or using other suitable means. Holder notification of such notice per the previous sentence is considered delivery of notice to the Agreement to the Holder.
- 12.6 The notice period commences on the day following delivery of notice to the Agreement to the other party.
- 12.7 PREPAID SOLUTIONS or the Provider are authorised at any time to temporarily or permanently block the use of a BENEFITKA card for technical, security, maintenance, administrative or other serious reasons on their part, without the Provider or PREPAID SOLUTIONS having any commitments to the Holder or any third party. In the scope permitted by law, neither PREPAID SOLUTIONS, nor the Provider, is not liable under any circumstances for any damages or loss, either direct or indirect, or subsequent loss or inconvenience suffered by the Holder related to any failure on the part of third party in providing services connected to the Holder's use of their BENEFITKA card, unless such default is caused by the sole fault of PREPAID SOLUTIONS or the Provider.
- 12.8 Over the duration of such notice period, the parties shall continue in their commitments under the Agreement.
- 12.9 Once the subject and purpose of the Agreement have been accomplished, all remaining provisions thereof, as their nature permit, remain valid and in force.

### **13. Claims and complaints**

- 13.1 PREPAID SOLUTIONS or the Provider and the Holder commit to resolve any claims under the Agreement through mutual agreement and settlement.
- 13.2 Claims are understood as “criticisms” of the quality at which PREPAID SOLUTIONS or the Provider fulfil their contractual conditions under the concluded Agreement and the terms hereof raised by the Holder or a third party.
- 13.3 If the Holder or a third party intends to identify deficiencies, improper actions or the failure to act on the part of PREPAID SOLUTIONS or the Provider or their employees, it may do so in a complaint addressed to PREPAID SOLUTIONS.
- 13.4 The rights and obligations of PREPAID SOLUTIONS, Holder and third parties are specified in the Claims Procedure of PREPAID SOLUTIONS, which is available at the PREPAID SOLUTIONS website and at the registered office of PREPAID SOLUTIONS.
- 13.5 The provisions hereof do not preclude the right of the Holder or third parties to lodge complaints regarding the activities of PREPAID SOLUTIONS with the supervising authority, in this case the Czech National Bank, with registered office at Na Příkopě 28, 115 03 Prague 1, Czech Republic.

### **14. Other rights, obligations and responsibilities of PREPAID SOLUTIONS**

- 14.1 The responsibilities of PREPAID SOLUTIONS are laid down in valid Czech laws.
- 14.2 PREPAID SOLUTIONS is not liable for any direct or indirect damage or loss, or other harm or events, occurring outside of the control of PREPAID SOLUTIONS or that PREPAID SOLUTIONS could not be reasonably expected to predict, influence or overcome through reasonable efforts, and especially force majeure events, decisions made by supervising authorities or other public bodies.
- 14.3 PREPAID SOLUTIONS is not responsible for the consequences of the events caused by the Holder or which the Holder could have influenced by his actions, i.e. when the Holder has not properly executed his obligations towards a third party, unless such failure is due to a breach of obligations on the part of PREPAID SOLUTIONS. PREPAID SOLUTIONS is not liable for situations occurring as a result of the Holder violating its obligations under valid legislation or in the Agreement
- 14.4 The Holder is aware that PREPAID SOLUTIONS may use contractual partners at any point over the duration of the Agreement to secure activities related to the system of Electronic Funds, its website or other means of communication.
- 14.5 PREPAID SOLUTIONS does not provide any guarantees with regards to the suitability of products and services for their intended use.
- 14.6 Operation of the system of Electronic Funds or the method and the availability of communication services may be influenced by various circumstances outside the control of PREPAID SOLUTIONS and therefore PREPAID SOLUTIONS is not liable for their unrestricted availability and operation. Neither PREPAID SOLUTIONS, nor its contractual partners collaborating on the operation of the system of Electronic Funds, has any responsibility for damages or other consequences resulting from the non-functionality of the system of Electronic Funds or other restrictions to its functionality.
- 14.7 PREPAID SOLUTIONS is not obliged to engage in any dispute between the Holder and any third party related to a BENEFITKA card.
- 14.8 PREPAID SOLUTIONS is not liable for defects in merchandise or services or improperly completed transactions completed by a Holder using a BENEFITKA card. The Holder commits to apply such claims and complaints with the given merchant where it made these purchases or with the designated operator of the ATM.
- 14.9 PREPAID SOLUTIONS is not liable for any inaccurate, incomplete or incorrect information and/or data provided by the Holder based on and in accordance with the Benefitka Cards Terms and Conditions.
- 14.10 PREPAID SOLUTIONS has no liability for any direct or indirect damages or loss or other detriment incurred by the Holder as a result of using computer equipment that is insufficiently protected with regards to computer viruses, malware or other forms of interference. PREPAID SOLUTIONS recommends that the Holder use only a trustworthy and secure Internet connection and protect their computer and communication equipment with functional and regularly updated antivirus software during all communication with PREPAID SOLUTIONS.
- 14.11 PREPAID SOLUTIONS is authorised at any time over the duration of the Agreement to temporarily interrupt or stop the provisioning of contractual services or change their scope if so required based on measures or other rules binding for PREPAID SOLUTIONS or the Czech Republic. PREPAID SOLUTIONS shall inform the Holder of the above through its website.
- 14.12 In accordance with legislation on measures against money laundering and terrorist financing, PREPAID SOLUTIONS is authorized at any time during the term of the Agreement with the Holder to require the Holder amend the Holder's identification data, and provide the required documents or information concerning the Holder.

### **15. Other rights, obligations and responsibilities of the Provider**

- 15.1 The Provider's responsibilities are laid down in valid Czech laws.



- 15.2 The Provider is not liable for any direct or indirect damage or loss, or other harm or events, occurring outside of the control of the Provider or that the Provider could not be reasonably expected to predict, influence or overcome through reasonable efforts, and especially force majeure events, decisions made by supervising authorities or other public bodies.
- 15.3 The Provider is not responsible for the consequences of the events caused by the Holder or which the Holder could have influenced by his actions, i.e. when the Holder has not properly executed his obligations towards a third party, unless such failure is due to a breach of obligations on the part of the Provider. The Provider is not liable for situations occurring as a result of the Holder violating its obligations under valid legislation or in the Agreement
- 15.4 The Holder is aware that the Provider may use contractual partners at any time to secure activities related to its Website or other means of communication.
- 15.5 PREPAID SOLUTIONS is not obliged to engage in any dispute between the Holder and any third party related to a BENEFITKA card.
- 15.6 The Provider is not liable for defects in merchandise or services or improperly completed transactions completed by a Holder using a BENEFITKA card. The Holder commits to apply such claims and complaints with the given merchant where it made these purchases or with the designated operator of the ATM.
- 15.7 The Provider is not liable for any inaccurate, incomplete or incorrect information and/or data provided by the Holder based on and in accordance with the Benefitka Card Terms and Conditions.
- 15.8 The Provider has no liability for any direct or indirect damages or loss or other detriment incurred by the Holder as a result of using computer equipment that is insufficiently protected with regards to computer viruses, malware or other forms of interference.
- 15.9 In accordance with legislation on measures against money laundering and terrorist financing, the Provider is authorized at any time during the term of the Agreement with the Holder to require the Holder amend the Holder's identification data, and provide the required documents or information concerning the Holder.

## **16. Other rights and obligations of the Holder**

- 16.1 For the purposes of future claims, it is recommended that the Holder safely store all receipts from individual card transactions for a period of 12 months after expiration of their BENEFITKA card or the termination of the Agreement and to provide such receipts without any undue delay upon request of PREPAID SOLUTIONS/the Provider.
- 16.2 The Holder shall provide PREPAID SOLUTIONS and the Provider with complete and true information. If the Holder fails to provide such complete and true information, it is fully liable for all resulting damages to itself, PREPAID SOLUTIONS, the Provider and any third parties. If the Provider provides incomplete or false information, such fact may have administrative or criminal consequences. In connection with Electronic Funds, the Holder commits to refrain from misleading PREPAID SOLUTIONS or the Provider in any way and to refrain from committing any fraudulent or other activities that are prohibited by law.
- 16.3 The Holder shall immediately report any changes or corrections to their personal data to the Provider without any undue delay, including their mobile phone number, mailing address, email address, etc. by updating their data (<https://www.benefitka.com>), or by contacting the Customer Service Line. The Holder shall store confirmation of such change or perform identification again.
- 16.4 The Holder commits to protect their BENEFITKA card and keep it in a safe place, separate from all personal identifiers and other security elements required to use their BENEFITKA card. The Holder commits to ensure that third parties do not have access to their personal identifiers or safety elements. Violation hereof may be considered a substantial breach of the Agreement on the part of the Holder.
- 16.5 The Holder commits alone, or in collaboration with third parties, to not interfere or otherwise put at risk the operation or security of the PREPAID SOLUTIONS system of Electronic Funds, or its users, including any attempt at defeating security mechanisms or conducting any reverse engineering. Breach of this obligation may be considered a significant breach of the Agreement on the part of the Holder, including if PREPAID SOLUTIONS only has justified suspicions as to such breaches or security risks.

## **17. Protection of personal data and confidentiality**

### **17.1 Controller of personal data**

PREPAID SOLUTIONS is the controller of personal data with respect to the fulfilment of the subject and purpose of the Agreement, which is registered as a controller with the Office for Personal Data Protection under number 00059511 as of 15 June 2015.

PREPAID SOLUTIONS processes the Holder's personal data for statutory reasons that do not require the Holder's consent.

### **17.2 Statutory reasons for aggregating and processing personal data**

PREPAID SOLUTIONS aggregates and processes personal data under the following laws in their updated forms:

- Regulation (EU) 2016/679 of the European Parliament on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.
- Act on Payments

- Act on Certain Measures Against Money Laundering and Terrorist Financing

PREPAID SOLUTIONS follows Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) when aggregating and processing personal data.

PREPAID SOLUTIONS processes personal data for the following purposes:

- execution and verification and implementation of Holder Identification
- conclusion, administration and control of contractual relationships,
- activities related to issuing electronic funds,
- implementing payment operations related to electronic funds,
- identification of risks and the configuration of related risk mitigation measures,
- business prudence on the part of PREPAID SOLUTIONS,
- identification of suspicious transactions and related activities under the Anti Money Laundering Act
- surveillance of the activities of PREPAID SOLUTIONS

The Holder is aware that PREPAID SOLUTIONS is authorised to use authorised parties to aggregate personal data, including repeatedly, by transcribing, scanning, copying or otherwise recording such data from Identification Cards after conclusion of the Agreement in the following scope

- all first and last names,
- birth number, if assigned, date of birth,
- place of birth,
- gender,
- permanent or other place of residence,
- nationality,
- type and number of the identification card, issuing country or authority, date of issuance and validity

PREPAID SOLUTIONS shall obtain and process other personal data to identify risks and measures towards risk mitigation efforts and to improve communication with the Holder. The following details are primarily involved:

- phone number
- email address
- IP address

Upon conclusion of the Agreement, the Holder is aware that PREPAID SOLUTIONS is authorised to process personal data in the scope per the above using an information system.

PREPAID SOLUTIONS shall process data concerning payment transactions connected to a BENEFITKA card.

PREPAID SOLUTIONS keeps personal data for the period laid down in valid legislation.

Upon conclusion of the Agreement, the Holder is aware that PREPAID SOLUTIONS is authorised to process personal data in the scope per the above using an information system.

PREPAID SOLUTIONS shall process data concerning payment transactions connected to a BENEFITKA card.

PREPAID SOLUTIONS keeps personal data for the period laid down in valid legislation

### 17.3 Providing and disclosing personal data

PREPAID SOLUTIONS does not publish provided personal data.

The Holder's personal data may be processed by PREPAID SOLUTIONS and third-party processes that PREPAID SOLUTIONS uses on a contractual basis for such purposes, in connection to securing the functionality of BENEFITKA cards. The Holder's personal data may only be provided to third parties without their consent if required under valid legislation or if necessary to accomplish the subject and purpose of the Contract or to fulfil other relevant commitments on the part of PREPAID SOLUTIONS.

Personal data processing may involve the cross-border transmission of personal data within the European Union and to third countries that ensure an adequate level of protection for such personal data.

This primarily involves the provisioning of personal data to the processor, M2 Payments Solutions, Inc.

#### **17.4 Protection of personal data**

PREPAID SOLUTIONS shall secure processed personal data from damage, destruction, loss, unauthorised access or disclosure, misuse, theft or other unauthorised forms of processing.

#### **17.5 Holder's statements and permissions**

The Holder hereby declares that all details, data and information, including personal data, provided to PREPAID SOLUTIONS are provided voluntarily, are true, accurate, complete and up-to-date and commits to immediately report any changes thereto or document them to PREPAID SOLUTIONS.

The Holder is authorised to request that PREPAID SOLUTIONS provide

- information on the processing of their personal data,
- correct incorrect, incomplete, and out-of-date personal data
- delete personal data processed based on the consent provided by the Holder
- limit the processing of personal data processed based on the consent provided by the Holder
- information on the source of provided data

The Holder also has the right to request that PREPAID SOLUTIONS provide explanations or request that PREPAID SOLUTIONS eliminate any existing defects.

#### **17.6 Personal data processor**

The personal data processor is SatisPoll s.r.o., with registered office at: Šaldova 425/12, Prague 8 - Karlín, 186 00, Org. ID: 027 45 976, registered in the Commercial Register at Prague Municipal Court, section: C, file no. 223192.

All information on personal data processing and the rights of data entities are published at [www.benefitka.com/privacypolicy](http://www.benefitka.com/privacypolicy).

### **18. Final provisions**

18.1 Each provision hereof is divisible from the remaining provisions, whereby the invalidity or unenforceability of any part hereof has no impact on the validity or enforceability of the remaining parts hereof.

18.2 The Benefitka Card Terms and Conditions enter into force on 1 October 2018

In Prague, dated 1 October 2018