

PRODUCT-SPECIFIC BUSINESS CONDITIONS
OF GLOBAL PAYMENTS S.R.O.
FOR CARD ACCEPTANCE
FOR SLOVAK REPUBLIC

Effective date

1 June 2016

TERMS AND DEFINITIONS

Authorization code	The result of authorisation ending with the consent of the Provider to carry out a Transaction; it is a combination of numbers, or numbers and letters, and forms part of Transaction settlement data.
Authorization Centre	A facility of the Provider working around the clock, designed especially for approval and authorisation of Transactions.
Contactless Card	A Card using the PayPass or payWave technology enabling to carry out Contactless Transactions; it may also have the form of other technical device or item certified by the Card Company (e. g. NFC payments sticker, mobile phone, tablet).
Contactless transaction	A transaction carried out with a Contactless Card on a Device equipped with PayPass or PayWave technology, by placing the Card to the Device reader.
Cashback	A Provider service enabling Card Holders to withdraw cash with the card, while simultaneously carrying out cashless transactions using a POS terminal installed at a Participating Merchant.
Supplier	A third party, which supplies Devices to the Provider and has been authorised by the Provider to carry out activities necessary for ensuring the operation of such Devices.
Card Holder	A natural person to whom a Card was issued for use.
Floor limit	A limit set by the Provider in the form of a maximum value of payment (payments), which can be carried out by a single Card on one cash terminal of the Participating Merchant using Imprinter, without the obligation to have the transaction authorised.
Chargeback - Refund	A justified complaint of a Card Transaction raised by the Card Issuer against the Provider of the acquirer, where the Transaction was carried out, or a complaint by Card Holder raised against the Provider or Participating Merchant, leading to the transfer (refund) of the corresponding amount to the Provider.
Card	A payment card issued by a Provider or another entity authorized by law to issue payment cards, bearing the trademark of a Card Company (including debit, credit, loan, prepaid and charge cards); the Card is not transferable and can only be used by the Card Holder whose name appears on the Card; certain types of Cards may not be personalized.
Card Company	A company, which grants licences to Providers and other authorised entities to issue and accept Cards and which lays down the rules for their issuance, acceptance and use and for handling of complaints, etc., including, for example, MasterCard, VISA, American Express, Diners Club International, JCB.
Limit for Compulsory Verification of Card Holder Identity	The value of a transaction, above which data from Card Holder's identity document must be recorded on the Sales Receipt or POS terminal receipt.
Manual	Card Acceptance Manual issued by the Provider or a Supplier on behalf of the Provider, containing the description of security features of Cards, technical guidelines and procedures for the operation of Devices and a Manual for the Merchant Portal issued by the Provider.
Merchant Portal	Electronic module enabling the Participating Merchants to perform Transaction management.
PsBC	These Product-Specific Business Conditions of Global Payments s.r.o. for Card Acceptance.
Payment Card Industry Data Security Standard or PCI DSS	Security standards of Card Companies for accepting of Cards, which are binding on entities that process, transmit or store information about Card Holders and Transactions; the objective of the standards is to prevent

	leakage of sensitive data about Card Holders and card frauds.
PayPass / payWave	Contactless chip technology enabling the execution of Contactless Transactions on the Devices; PayPass is a designation used by MasterCard Card Company, payWave is a designation used by VISA Card Company.
PIN number	Personal identification numeric code notified to the Card Holder allowing the use of the Card on ATMs and POS terminals according to Card settings made by the Provider as the Card issuer.
Sales Receipt	Document issued by a Participating Merchant after a Card payment through Imprinter, which meets the form and content requirements pursuant to these PsBC.
E-commerce Service	A service enabling to the Participating Merchant to accept Card payments for goods or services offered on the Internet through the Virtual Payment Terminal without a direct personal contact between the Card Holder and the Participating Merchant; the E-commerce Service is provided by the Provider using the 3D Secure technology, which provides increased protection for Card payments on the Internet.
Stoplist	A list of Cards, whose use has been banned by the Provider and in respect of which the Provider issued an order to capture them.
Transaction	A payment transaction performed by a Card Holder using a Card.
Device	Technical equipment of the Provider intended for accepting of Cards and for carrying out Transactions: <ul style="list-style-type: none"> a) POS terminal - an electronic device designed to capture data from the magnetic stripe or Card chip, b) Imprinter - mechanical printer device used for mechanical scanning and transfer to paper of embossed identification data from the Card; c) Virtual Payment Terminal - an electronic device of the Provider for accepting of Cards as part of the E-commerce Service, to which access is granted to the Participating Merchant by the Provider via the Internet, d) other technical equipment handed over or made available to the Participating Merchant by the Provider or the Supplier, which is used directly in connection with Card acceptance.
Card Acceptance Agreement	A Contract regulating the relationships between the Provider and the Participating Merchant arising from or in connection with the process of accepting of Cards via Devices and any related contract.
Participating Merchant	A Client selling goods or providing services to Card Holders, who has entered into a Card Acceptance Agreement with the Provider.

1. FUNDAMENTAL PROVISIONS

- 1.1. These PsBC form part of the Card Acceptance Agreement entered into between the Provider and a Participating Merchant:
 - a) being a natural person (sole trader), who enters into and performs the Contract as part of its business or other entrepreneurial activities;
 - b) being a legal entity.
 - 1.2. The PsBC shall also apply to a natural person, who assumes the rights and obligations of the Client under the Card Acceptance Agreement or who provides a security for the obligation of the Client under the Card Acceptance Agreement.
 - 1.3. The PsBC are available at Providers website and at its branch.
 - 1.4. The Card Acceptance Agreement takes precedence over the PsBC and GBC. The PsBC take precedence over GBC. The PsBC and GBC always complement the Card Acceptance Agreement.
 - 1.5. Capitalised terms shall have the meaning defined in the Card Acceptance Agreement, these PsBC or GBC.
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2. DEVICE INSTALLATION

- 2.1 The Provider shall hand over the Device to and install it for the Participating Merchant through a Supplier at the agreed time. The Participating Merchant shall:
 - a) allow the Supplier to carry out preparatory work for the installation of the Device,
 - b) enable the Supplier to install the Device at the designated place,
 - c) allow the Supplier to carry out a test operation on the Device and hand over to the Supplier the confirmation of correct execution of the test operation issued by the Device;
 - d) take over the Device and all documents necessary for its use, including the Manual, from the Supplier;
 - e) arrange for the participation of employees operating the Device in trainings and re-trainings in numbers and at times set by the Supplier or by the Provider, and
 - f) provide the necessary assistance in any of the above activities.The facts referred to in point a) - e) of this section shall be confirmed by the Participating Merchant by signing a protocol.
- 2.2 Before confirming acceptance of the Device, the Participating Merchant shall check that the Device has no defects, is not damaged and has been properly installed. In case the Device shows defects or is damaged, the Participating Merchant shall have the right not to accept the Device and not to sign the acceptance record.
- 2.3 The Participating Merchant shall report a defect of the Device or any other flaws or ambiguities relating to the Device to the Provider by telephone at the telephone number provided in the Manual. The Participating Merchant shall with no delay report any damage to or the loss, destruction or theft of the Device to the Provider by telephone, e-mail or fax, and such report shall, within 3 days, be confirmed in writing, by a written instrument containing the original signature and stamp of the Participating Merchant. The report must contain the following information: business name, registered office, registration number and telephone number of the Participating Merchant, address of Device location, type and number of the Device, a description of the defect and the name of the employees of the Participating Merchant reporting the fault.
- 2.4 Device defects will be removed by the Supplier directly on the installation site of the Device. The Participating Merchant shall provide to the Supplier any assistance needed for troubleshooting. Clearance of the defect shall be confirmed by carrying out a test operation and by writing a service record.
- 2.5 In case the test operation cannot be carried out, this shall be recorded in a service record, along with the time of finishing the service works and the reason, for which the test operation could not be performed. The Participating Merchant shall sign the service report, if it corresponds to the truth.
- 2.6. In case the defect cannot be cleared on the spot, the Participating Merchant shall allow the Supplier uninstalling the damaged Device for repair and installing a replacement Device. This shall be recorded in a record to be signed by the Participating Merchant.
- 2.7. If any of the documents referred to in the preceding paragraphs is not drawn up or signed by the Participating Merchant, the Participating Merchant shall promptly, and in any case within 3 days, inform the Provider thereof in writing stating the reasons therefore.

3. ACCEPTING OF CARDS

- 3.1. When accepting Cards through a Device, the Participating Merchant shall:
- a) accept Card payments without limiting the value of the Transaction; this shall be without prejudice to the right of the Participating Merchant to accept Cards also on third party devices;
 - b) accept Card payments exclusively in euros,
 - c) to charge to Card Holders on Card payments the same prices as on cash payments; this shall be without prejudice to the right of the Participating Merchant to offer to Card Holders making a Card payment a discount on the price of goods or services in their own discretion;
 - d) demand from the Provider repayment of the value of Transactions for goods and services sold or provided by the Participating Merchant or for providing the Cashback service only;
 - e) send to the Provider Sales Receipts relating to all Transactions carried out in its premises by Card Holders using the Imprinter,
 - f) provide the Cashback Service only if so agreed with the Provider in the Card Acceptance Agreement and subject to conditions laid down by the Provider,
 - g) pay to the Provider duly and timely all fees and commissions, which the Participating Merchant is obliged to pay to the Provider in accordance with the Card Acceptance Agreement and the Service Charge List;
 - h) use the Devices, including any parts thereof (such as SIM card in a Device) in accordance with the Card Acceptance Agreement and exclusively for purposes stated therein.
- 3.2. The Provider may by notice delivered to the Participating Merchant establish different procedures and conditions for accepting certain types of Cards. The Participating Merchant shall be obliged to proceed in accordance with any such notice.
- 3.3. The Participating Merchant shall be responsible for the operation of the Device and for the conduct of their employees and other persons accepting Cards in their establishments, and for compliance with the procedures set out in the Manual for accepting Cards.
- 3.4. The Participating Merchant is obliged to ensure, for the purposes of investigation of suspicious Transactions, that employees who operated a Device can be identified. The Participating Merchant is obliged to inform their employees about the obligation to sign a record confirming that they received a Card acceptance training.
- 3.5. The Participating Merchant is obliged to ask the person presenting the Card to present proof of identity (ID card, passport or other identity document pursuant to the law) for the purpose of identifying the Card Holder whenever they have doubts as to whether the person is the Card Holder or doubts as to whether the required data and security features are present on the Card and show no damage, or in case of doubts over the quantity and type of goods being purchased or over the behaviour of the person. If the person presenting the Card fails to present proof of identity, the Participating Merchant shall be obliged to reject the Card payment. This obligation shall not apply to Card payments through the E-commerce Service.
- 3.6. In case a Limit for Compulsory Verification of Card Holder Identity was agreed on in the Card Acceptance Agreement, and the Transaction exceeds the value of such limit, the Participating Merchant shall always verify the identity of the Card Holder. The number of the identity document presented shall be recorded on the front page of the POS terminal receipt or on the Sales Receipt. In case the POS terminal receipt or the Sales Receipt do not contain the required particulars for a Transaction exceeding the Limit for Compulsory Verification of Card Holder Identity, the Provider shall not be obliged to pay the value of such Transaction to the Participating Merchant.
- 3.7. The Participating Merchant shall be obliged to contact the Authorisation Centre immediately if:
- a) the signature on the POS Terminal receipt or on the Sales Receipt is not the same as Card Holder's signature appearing on the Card,
 - b) the total value of the Transaction carried out on the Imprinter exceeds the Floor Limit set by the Provider,
 - c) the presented Card has apparently been altered or appears on the Stoplist;
 - d) they have any doubts as to the validity or authenticity of the Card or identity of the person presenting the Card;
 - e) the person presenting the Card is behaving suspiciously;
 - f) it is established, in the process of verifying the identity of the person presenting the Card, that the name and surname appearing on the Card is not the same as the name and surname in the presented identity document.

If open communication with the operator of the Authorisation Centre is not possible under the circumstances, the Participating Merchant may use "code 10". In such a case, the operator of the Authorisation Centre will only ask questions, which can be answered with "yes" or "no" by the Participating Merchant.

- 3.8. The Provider may make test purchases at the Participating Merchant's location to verify whether or not the Participating Merchant accepts Cards in accordance with the Card Acceptance Agreement, the PsBC and the Manual. After the employee of the Provider presents his/her employee ID card and informs the Participating Merchant to have carried out a test purchase, the Participating Merchant shall take back the purchased items immediately after completing the Transaction and shall cancel the Transaction using the Void operation.
 - 3.9. The Participating Merchant is obliged to comply with all obligations under the Payment Services Act. The provisions of Section 6, 8(3), 10, 12, 13, 14 and 22, Sections 31 to 43 and 44(1) and (4) of the said Act shall not apply to the relationship between the Provider and the Participating Merchant.
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4. PAYMENT AUTHORISATION

- 4.1. POS terminals and Virtual Payment Terminals are connected to the Authorisation Centre via telecommunication, public Internet or mobile networks. The Provider shall have the right to authorize (approve or reject) any Card Transaction. If a Transaction is approved, the Provider shall send to the Participating Merchant an Authorization Code, which forms part of the Transaction settlement data. This does not apply to Contactless Transactions, for which authorisation on a Device is not required according to instructions.
 - 4.2. The Transaction is authorized by the Provider, if the POS terminal receipt contains the Authorization Code.
 - 4.3. In case of a Transaction via the Imprinter, the Participating Merchant shall be obliged to request authorisation from the Provider whenever the total value exceeds the Floor Limit and shall state the Authorization Code on the Sales Receipt.
 - 4.4. The Provider may at any time unilaterally change the Floor Limit. It shall equally be authorized to set a different Floor Limit for individual points of sale of the Participating Merchant
 - 4.5. If the total value of the Transaction carried out through the Imprinter exceeds the Floor Limit, the Provider shall not be obliged to pay the value of such Transaction to the Participating Merchant if the Transaction was not authorised by the Provider. The Provider shall not be obliged to pay the Transaction, if the value of the Transaction was reduced below the Floor Limit by splitting the purchase formally and issuing several Sales Receipts for a single Transaction.
 - 4.6. If an authorised Transaction has not been carried out yet and the Card Holder decided not to make the payment, the Participating Merchant shall be obliged to cancel the Transaction by following the procedure described in the Manual.
 - 4.7. The procedure for sending of applications for authorization is described in the Manual and the Participating Merchant is required to strictly adhere to such procedure.
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5. CONDITIONS FOR PAYMENT OF TRANSACTIONS

- 5.1. The Provider shall pay the total value of authorised Transactions to the Participating Merchant if all of the following conditions are met:
 - a) the POS terminal receipt or the Sales Receipt contains the Authorization Code,
 - b) the Card contains identification data and security features as described in the Manual, and they do not appear to have been tampered with or damaged, and
 - c) Card Transaction is carried out during the validity period indicated on the Card.
- 5.2. As to Contactless Transactions, for which no authorisation on a Device is required according to instructions, the Provider shall pay the total value of such Contactless Transactions to the Participating Merchant even if no Authorisation Code is recorded.
- 5.3. In respect of Transactions carried out through a Virtual Payment Terminal, the Provider shall pay the total value of authorised Transactions to the Participating Merchant if all of the following conditions are met:
 - a) the Transaction is carried out correctly in accordance with the Integration Manual for the E-Commerce Service; and
 - b) the Transaction is recorded in the Merchant Portal as successful with assigned Authorization Code.
- 5.4. As to Transactions through POS Terminal, the Participating Merchant shall:

- a) read, on the POS terminal, data from the magnetic stripe or chip on the Card; if a transaction is carried out with a Card equipped with a chip, the Participating Merchant shall always be obliged to read the data from the Card chip;
 - b) enter on the POS Terminal the amount to be paid by the Card Holder and in case of providing the Cashback service, also the amount of cash withdrawal; in case the POS terminal is connected to the cash register, the amount will be transferred to the POS Terminal automatically.
 - c) in case of a Card requiring the entry of PIN Number, prompt the Card Holder to enter the PIN number;
 - d) once the Transaction is approved by the Authorisation Centre, print the confirmation of the Transaction in 2 copies, of which one shall be given to the Card Holder and one shall be retained;
 - e) in case of transactions, which, according to the Manual, require confirmation with the signature of the Card Holder, ensure that the Card Holder signs the receipt intended for the Participating Merchant (at the designated place) and always check that the signature on the receipt is the same as that on the Card; in case the receipt does not contain the signature of the Card Holder, the Provider shall have the right to reject payment of such Transactions;
 - f) in case no receipt is printed out by the POS terminal for technical reasons, cancel the Transactions following the procedure according to the Manual.
- 5.5. For Contactless Transactions, the Participating Merchant is obliged to follow the instructions on the POS terminal. A Contactless Transaction is carried out by placing the Card onto the reader located on the POS terminal and unless prompted to do so by instructions appearing on the POS terminal, it is not necessary to scan the data from the magnetic stripe or chip or to require from the Card Holder to enter the PIN number or to sign the receipt. This shall be without prejudice to the obligation of the Participating Merchant to print a Transaction confirmation in two copies. If the instructions on the POS terminal require scanning of data from the magnetic stripe or chip or entry of PIN number or the signature of the Card Holder on the receipt even for Contactless Transactions, the Participating Merchant shall proceed according to the previous paragraph of these PsBC.
- 5.6. As to Transactions through the Imprinter, the Participating Merchant shall mechanically read embossed data from the Card with the Imprinter and issue a Sales Receipt, containing all below data transferred from the Card, as well as the data identifying the Participating Merchant's location:
- a) Card number, expiration date and Card Holder's name,
 - b) readable name and identification number of the Participating Merchant's point of sale;
 - c) Transaction amount and currency;
 - e) Transaction date;
 - f) Authorization Code, if authorisation was required for the Transaction; and
 - g) Card Holder's signature on the Sales Receipt.
- 5.7. The Participating Merchant shall be obliged to divide the Sales Receipt into individual parts according to the data appearing on the Sales Receipt and hand over to the Provider only the part intended for the Provider, and this within a period of 5 days, commencing on the day following after the issuance date of the Sales Receipt. When sending the copies of Sales Receipts by post, the Participating Merchant shall use registered mail.
- 5.8. A Sales Receipt submitted to the Provider must be legible and contain all the particulars specified; otherwise the Provider shall have the right to reject payment to the Participating Merchant for the Transaction carried out on the Imprinter. The Provider may proceed in the same manner in case the Contractor fails to deliver to the Provider the Sales Receipt within the specified period of time.
- 5.9. If the number or value of Transactions listed on a summary document differs from the number or value of Transactions recorded on Sales Receipts attached to such summary document, the Transaction amounts appearing on the Sales Receipts shall prevail. The Provider shall provide payment to the Participating Merchant only for Transactions substantiated with Sales Receipts.
- 5.10. The Provider shall not be obliged to provide payment to the Participating Merchant for Transactions, which are suspicious Transactions or in respect of which a complaint was received from a Card Holder, until completion of the investigation of the suspicious Transaction or of the complaint procedure. The procedure for handling of complaints shall in the first place be governed by the rules of Card Companies.
- 5.11. The Provider shall have the right to suspend the validity of a Card. The Provider shall inform the Participating Merchant thereof by sending a Stoplist or by notice given by telephone, telex, telegram or other appropriate means. The Provider shall not provide payment to the Participating Merchant for Transactions, which were not authorised and which were at the same time carried out by Cards with suspended validity, provided the Provider informed the Participating Merchant thereof.
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6. CANCELLATION AND RETURN OF GOODS

- 6.1. When carrying out a Card payment, the Participating Merchant shall not be entitled to pay out cash to the Card Holder other than as part of the provision of the Cashback Service.
 - 6.2. If the Participating Merchant decides to cancel a Transaction, for which Card payment was already made (e. g. when cancelling the delivery of goods or services or in case of complaint relating to delivery of goods or services), the Participating Merchant shall carry out the "VOID" or "RETURN GOODS" operation, following the procedure provided in the Manual. In case the Transaction was carried out through the Imprinter or in case of a written purchase order of goods or services, the Participating Merchant shall cancel such payment by issuing a credit note according to the Manual and hand out such credit note to the Card Holder and the Provider. In justified cases, the Participating Merchant may ask the Provider to cancel a Transaction at the Participating Merchant's written request delivered to the Provider. Such request shall contain the Device number, authorization code, Transaction date and amount, a photocopy of the Sales Receipt relating to the Transaction to be cancelled and a photocopy of the Transaction confirmation printed on the device. The request must also contain the signature and stamp of the Participating Merchant. The Provider shall not be obliged to grant such a request.
 - 6.3. In case the Provider has already paid to the Participating Merchant the amount of the Transaction, which is to be cancelled or in respect of which a complaint from Card Holder was received, the Provider shall be entitled to a refund of the Transaction amount. The Participating Merchant is obliged to pay to the Provider the Transaction amount within 14 calendar days from the date of the "VOID" or "RETURN GOODS" operation. The Provider may have their claim to the repayment of the Transaction amount satisfied by setting of such amount against the receivable of the Participating Merchant for payment of Transactions.
 - 6.4. A Card payment, which was cancelled on the payment date, shall be deemed a payment, which was not performed.
 - 6.5. The Participating Merchant is not entitled to carry out partial "VOID" transaction in respect of the Cashback service.
 - 6.6. Complaints about the quality of the goods sold or services provided shall be resolved by the Participating Merchant directly with the Card Holder. When handling complaints, the Provider shall not provide their assistance and shall not be liable for any breach of the contractual relationship between the Participating Merchant and the Card Holder.
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7. SETTLEMENT PROCEDURE

- 7.1. All information concerning Transactions carried out at a Participating Merchant shall be automatically transferred by the Provider to the Authorisation Centre for processing.
- 7.2. Transactions carried out at the Participating Merchant through POS terminal shall be processed and settled by the Provider on the Business Day following after the date of the Transaction.
- 7.3. Transactions carried out at the Participating Merchant through Imprinter shall be processed and settled by the Provider on the Business Day following after the date of delivering a copy of the Sales Receipt relating to the Transaction to the Provider.
- 7.4. Contactless transactions carried out at a Participating Merchant shall be processed and settled by the Provider on the Business Day following after the day of sending the same by the Participating Merchant to the authorisation centre for processing and settlement. The Participating Merchant must send the Contactless Transactions to the Authorization Centre for processing and settlement by the end of the second calendar day following after the date of carrying out the Contactless Transaction at the latest. In case the Participating Merchant does not send the Contactless Transaction for processing within the said period, the Provider does not guarantee the processing and settlement of such Transaction and shall not be obliged to pay such Transaction to the Participating Merchant.
- 7.5. Transactions carried out at a Participating Merchant through a Virtual Payment Terminal as part of the E-Commerce Service shall be processed and settled by the Provider within the periods of time agreed between the Provider and the Participating Merchant in the Card Acceptance Agreement.
- 7.6. In case the Participating Merchant's account designated for settlement of Transactions is not maintained by the Provider, the Provider shall, within the above periods of time, forward the settlement data to the Clearing Centre of the National Provider of Slovakia.
- 7.7. The commission for every Transaction carried out in the amount agreed in the Card Acceptance Agreement shall be payable on the Transaction settlement date. The Provider shall transfer to the

Participating Merchant's account the amount equal to the sum of the Transactions carried out, after deducting the amount of commission.

- 7.8. In case of serious suspicion that the Transaction was carried out by a person other than the Card Holder or with a counterfeit cards or other suspicion in respect of the Transaction, the Provider shall have the right to settle such Transaction after investigating the same. The Provider may suspend the settlement of a Transaction for 190 days. If the reasons for the suspension of settlement of the Transaction persist even after the expiry of said period, it may be reasonably extended by the Provider. The Provider shall inform the Participating Merchant thereof.
- 7.9. The Provider shall inform the Participating Merchant of the total value of Transactions paid by the Provider by notice sent in the agreed manner.
- 7.10. In case of complaints by the Participating Merchant regarding the settlement of Transactions, the Provider shall proceed in accordance with the Complaints Rulebook. The procedures and the deadlines for filing and processing/resolving complaints are set out in the Complaints Rulebook.
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8. CHARGEBACK

- 8.1. The Provider may, subject to the terms of this section 8, request a chargeback from the Participating Merchant within a period of 24 months from the date of providing payment for a Transaction to the account of the Participating Merchant. The Participating Merchant shall, at the Provider's request and within a period of time set by the Provider refund to the Provider the payments made, if anything of the following occurs:
- a) the Card Holder refuses to recognize:
 - i) the Sales Receipt or confirmation issued by the Participating Merchant,
 - ii) the payment made for goods or services, which were not demonstrably supplied or provided to the Card Holder or which were not supplied or provided in the quality and quantity and on the terms guaranteed by the Participating Merchant;
 - iii) cash withdrawal using the Cashback service.

The fact that the goods or services were not demonstrably provided to the Card Holder or that they were not supplied or provided in the quality and quantity and on the terms guaranteed by the Participating Merchant shall be deemed proven as of the moment of receiving a written declaration from the Card Holder that the Transaction concerned was not carried out by them, that it is a fraudulent Transaction or that the goods or services were not supplied or provided to them.
 - b) The Provider requests the Participating Merchant to present the Sales Receipt or the POS terminal receipt or other record relating to the Transaction carried out, including the proof that the goods and services were supplied or provided to the Card Holder in the quality, quantity and on the terms guaranteed by the Participating Merchant and the acceptance of such goods or services by the Card Holder and the Participating Merchant fails to present the same within 7 days after receiving such request from the Provider;
 - c) the POS terminal receipt presented by the Participating Merchant is illegible or does not contain all the particulars required by the PsBC;
 - d) the Sales Receipt from Imprinter presented by the Participating Merchant is illegible and does not contain all the particulars required by the PsBC, or contains the imprint of a Card, which was visibly altered, or the Sales Receipt is the same as an earlier Sales Receipt relating to the same Transaction, which has already been paid by the Provider to the Participating Merchant, or the Sales Receipt relates to a Transaction, whose Authorisation was rejected by the Provider or the Transaction amount on the copy of the Sales Receipt handed out to the Card Holder is different from the amount on the copy of the Sales Receipt presented to the Provider; or
 - e) It is established by the Provider within 24 months from the moment of payment of a Transaction to the Participating Merchant that, at the time of carrying out the Transaction, all conditions set out in the Card Acceptance Agreement, these PsBC or the Manual were not met.
- 8.2. Where the Contractor is obliged to return to the Provider payments received for certain Transactions, the Provider shall have the right to settle the said receivable by set-off against the receivables of the Participating Merchant for payment of Transactions. The Provider shall not be obliged to notify the Participating Merchant of such set-off. If the Transaction has not been paid by the Provider to the Participating Merchant yet, the Provider shall, in these cases, have the right not to pay the Transaction concerned to the Participating Merchant. This shall be without prejudice to the provisions of GBC on setting-off.
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9. FEE FOR SERVICES RELATED TO THE USE OF DEVICE

- 9.1. The Participating Merchant shall, as of the date of Device installation, be obliged to pay to the Provider a fee for services related to the use of the Device in the amount specified in the Card Acceptance Agreement.
 - 9.2. In case a Device cannot be used for reasons attributable to the Provider for a period of time exceeding one half of calendar days in a month, for which the fee is payable, the Participating Merchant shall not be obliged to pay to the Provider the fee for that month.
 - 9.3. The Provider shall have the right to set off their claim for payment of the fee against the claim of the Participating Merchant for payment of Transactions, without the obligation to notify the Participating Merchant of such set-off. This shall be without prejudice to the provisions of GBC on setting-off.
 - 9.4. The Provider is entitled to claim from the Participating Merchant reimbursement of the cost of roaming data transmissions made by means of the Device and of the cost of service visits attributable to the Participating Merchant. The Participating Merchant is obliged to pay these costs to the Provider within 3 days from the day of receiving the request for payment from the Provider.
 - 9.5. Service visit attributable to the Participating Merchant means:
 - a) a service visit agreed between the Participating Merchant and the Provider or Supplier for the purpose of Device installation or reinstallation at the Participating Merchant's location, during which it was not possible to carry out the agreed service activities for reasons on the side of the Participating Merchant;
 - b) a visit by service personnel ordered by the Participating Merchant for a purpose other than Device installation or re-installation, during which it was not possible to carry out the agreed service activities for reasons on the side of the Participating Merchant
 - c) a visit by service personnel ordered by the Participating Merchant to clear a fault of the Device, which, according to the Manual and the procedures provided therein, the Participating Merchant was able to clear on their own (e.g. Device not operable because not connected to power supply network, power supply network failure, failure or downtimes of telephone network on the side of telecommunication service providers, Device not operable due to incorrect replacement of paper rolls, Device failure due to changed parameter settings of the communication network connecting the Device to the Provider's authorisation centre, if such change was not notified to the Provider (e.g. change of IP address etc.).
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10. ARCHIVING OF DOCUMENTS

- 10.1. The Participating Merchant is obliged to retain the copies of POS terminal receipts, Sales Receipts and documents proving delivery of goods or services to Card Holder for a period of 2 years from the issuance date. At the Provider's written request, they shall be obliged to present such documents for inspection and enable the Provider to make records or copies of such documents. The Participating Merchant is obliged to store the above documents at a safe place and take all necessary measures to prevent the misuse of such documents by unauthorized persons.
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11. SUPPLIES AND ADVERTISING MATERIALS

- 11.1. The Provider shall provide to the Participating Merchant at no expense the necessary quantity of supplies, namely Sales Receipt, summary document and advertising materials. The Provider does not provide rolls for POS terminals.
 - 11.2. The Participating Merchant is obliged to place the advertising materials in a visible place in each of their points of sale and label the entrance to the point of sale with a sticker promoting the Cards acceptance service. The Participating Merchant may use the trademark or designation or logo of the Provider beyond the scope necessary for the performance of the Card Acceptance Agreement and in marketing materials with the previous written consent of the Provider only.
 - 11.3. The Provider may use, free of charge, the trade name of the Participating Merchant (including registered office and designation of the points of sale of the Participating Merchant) and their logo on the Provider's internet site and in marketing materials promoting cooperation between the Provider and the Participating Merchant.
 - 11.4. After the termination of the contractual relationship, the Participating Merchant shall be obliged to return the unspent supplies and the provided advertising materials to the Provider.
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12. LIABILITY

- 12.1. The Participating Merchant shall be liable for any damages caused to the Provider and third parties by a breach of the provisions of the Card Acceptance Agreement, the Manual, these PsBC, GBC, legal regulations and PCI DSS security standards.
- 12.2. The Participating Merchant is obliged to notify the Provider sufficiently and in any case at least 7 days in advance of any facts and changes, which may affect the performance of the Contract, including in particular:
- a) change of name, business name, legal form or registered office address;
 - b) change of the type or nature of the goods sold or services provided,
 - c) change of correspondence address, contact persons, fax or telephone numbers;
 - d) change of address or name of the point of sale;
 - e) opening or closing of points of sale accepting Cards;
 - f) change of Provider details; and
 - g) other changes to the data entered in the Commercial Register.
- 12.3. The Parties agree that in case of delay by the Contractor with the performance of any financial obligation towards the Provider under the Card Acceptance Agreement or the PsBC, the Participating Merchant shall be obliged to pay to the Provider default interest at a rate of 10% per annum of the amount outstanding, from the first day of delay until full payment of the amount due.
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13. PROTECTION OF CONFIDENTIAL INFORMATION

- 13.1. The Participating Merchant shall not, without the prior written consent of the Provider, disclose to others or use either for themselves or for others for a purpose conflicting with the interests of the Provider, any information having the character of trade secrets. Trade secrets shall be deemed to include the Card Acceptance Agreement and the content thereof, as well as any information, which the Participating Merchant obtains in connection with the Card Acceptance Agreement or its performance. Trade secret shall further be deemed to include any other information pursuant to Section 17 of the Commercial Code.
- 13.2. When processing any data considered to be trade secrets or personal data of Card Holders, the Participating Merchant shall proceed in accordance with the law, including in particular the Providing Act and the Personal Data Protection Act. The Participating Merchant shall maintain confidentiality of such information and protect such information against disclosure, loss, theft and misuse by unauthorized persons, and is required to take appropriate technical, personnel and security measures. These obligations shall survive the termination of the Card Acceptance Agreement.
- 13.3. The Participating Merchant is obliged to inform Card Holders of the authorization to require Card Holders to provide proof of identity and the purpose of its use by a written information posted at a visible place in each point of sale, where Cards are accepted on a Device, next to each Device installed.
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14. SECURITY STANDARDS OF CARD COMPANIES

- 14.1. The Participating Merchant is obliged to comply with Payment Card Industry Data Security Standards (PCI DSS). PCI DSS are accessible to the Participating Merchant on the websites of Card Companies.
- 14.2. The Participating Merchant is not entitled to store, in any form, sensitive authentication data, including data from the Card magnetic stripe or chip, Card validation code, PIN number and data used for Card Holder authentication.
- 14.3. In case the Participating Merchant processes and stores information about Card Holders (Card number and other information obtained as part of the Transaction such as Card Holder's name, Card expiry date, service code, name of Card issuer, Card Holder permanent address, address for delivery of goods or services to Card Holder, Card Holder's signature), it shall observe the security principles applicable to the storing and processing of such information as defined by PCI DSS, and in particular protect such information against disclosure, loss, theft and misuse by unauthorized persons, and is required to take appropriate technical, personnel and security measures set out in the PCI DSS.
- 14.4. Systems containing Card Holder data must be secured. The Participating Merchant is responsible for the safe storage of sensitive authentication data and Card Holder data and shall keep an audit trail of

access to such data. If the Participating Merchant uses the services of a third party to process and store such data, it shall be fully responsible for such third parties. The Participating Merchant shall in particular:

- a) arrange for the destruction of all Card Holder data and authentication data after attaining the purpose of processing and after the lapse of the applicable retention periods;
- b) protect access to sensitive data with username and password, including definition of roles and responsibilities within the company, which will subsequently be logged and continuously monitored; and disable such access data if no longer in use or if the employee leaves the company;
- c) ensure encryption of Card Holder data and authentication data stored;
- a) draft an emergency plan for addressing and documenting security risks and for referring them to competent persons for resolution, including regular testing of system security; install and update a firewall for the protection of Card Holder data and authentication data;
- b) not use the initial settings for system passwords and other security parameters received from the Supplier;
- c) encrypt Card Holder data and authentication data transmitted over public networks;
- d) use and regularly update anti-virus software;
- e) restrict physical access to Card Holder data and authentication data;
- f) regularly test security of systems and processes.

For Transactions carried out via the E-commerce Service, the Participating Merchant shall additionally ensure:

- a) implementation of entry checks at the server side so that it is not possible to bypass the input checks on the client side;
 - b) router configuration including installation of input and output filters on all border routers;
 - c) installation and regular updating of antivirus software on all servers and workstations.
 - d) separation of network segments containing web servers from network segments containing internal servers with firewalls, including firewall updating and patching.
 - e) checking of all input fields in the Participating Merchant's application.
- 14.5. The Participating Merchant shall be obliged to report immediately to the Provider any leakage or suspected leakage of data from their systems, including suspected use of such data by third parties.
- 14.6. The security concept of data protection shall contain a self-assessment on the security of the Participating Merchant's system, filled in by the Participating Merchant.

15. FINAL PROVISION

- 15.1. The Provider may, for the following reasons, unilaterally change the PsBC and, if so agreed with the Client, also individual terms of the Contract:
- a) change of legal regulations;
 - b) development on the banking or financial market, which is capable of having an objective impact on the provision of Products or the terms, on which such products are provided;
 - c) change of technical possibilities for providing Products;
 - d) with a view to ensuring safe functioning of the Provider's system, or
 - e) with a view to ensuring compliance by the Provider with prudential regulations and Provider's stability.
- 15.2. The Provider may complement the PsBC due to the extension of provided services. The Provider shall inform of the supplement to PsBC by Publication no later than 1 calendar day in advance.
- 15.3. The current wording of PsBC or the terms of the Contract, which the Provider may, pursuant to the Contract, unilaterally change by Publication, shall be announced by Publication at least 15 calendar days before the effective date of the change.
- 15.4. The change of the PsBC shall take effect on the day stated in the PsBC.
- 15.5. The PsBC shall survive the termination of the contractual relationship between the Client and the Provider until the full settlement of their mutual relationships.
- 15.6. These PsBC shall enter into force on 1 June 2016.

Global Payments s.r.o.

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