



TERMS AND CONDITIONS FOR THE ACCEPTANCE OF PAYMENT CARDS

The service of accepting payment cards through POS terminals and E-commerce (hereinafter referred to as the “**Service**”) constitutes a payment service of accepting payment transactions within the meaning of Section 2(1)(e) of the Payment Services Act. The result thereof is the crediting of funds from cashless payments made by the Merchant’s customers using payment cards to the Merchant’s payment account.

The acquirer of payment cards is SKPAY, a. s., CIN 31372074, with its registered office at Nám. SNP 35, 811 01 Bratislava, registered in the Commercial Register of the District Court Bratislava I, Section Sa, File No. 5488/B, contact e-mail: skpay@skpay.sk (hereinafter referred to as “**SKPAY**” or the “**Provider**”), on the basis of the decision of the National Bank of Slovakia No. ODB-627/2015-6 as amended on July 4, 2018.

The Terms and Conditions for the Acceptance of Payment Cards (hereinafter referred to as the “**T&C**”) govern the legal relations between the Provider and the Merchant arising from the accepted Application for the Service. The T&C form an integral part of the Agreement.

These T&C regulate the rights and obligations of the Provider and the Merchant in connection with the acceptance of payment cards.

Terms used in the Agreement and in these T&C with an initial capital letter shall have the meaning as defined in these T&C, unless otherwise provided or agreed.

I. DEFINITIONS

- 1.1 **Card Acceptance** – the acceptance of a Payment Card by the Merchant for the purpose of executing a cashless payment for the sale of goods or services. The Merchant is entitled to accept the types of Cards in accordance with the Agreement.
- 1.2 **Merchant’s AML Declaration** – a form issued by the Provider, which the Merchant is obliged to submit together with the Application for the Service, serving for the purpose of carrying out customer due diligence in accordance with the AML Act.
- 1.3 **Application** – the Provider’s software application installed for the Merchant’s E-commerce platform, including any software, modules, accessories, and interfaces, to which the Provider grants the Merchant access for the purpose of executing Transactions.
- 1.4 **Authorization Center** – an entity through which the Provider ensures the execution of Authorization. The Provider’s Authorization Center is DanubePay.
- 1.5 **Authorization Code** - is a number assigned to a successfully authorized Transaction.
- 1.6 **Authorization** – the process of verifying a Transaction, the result of which is the acceptance or rejection of the Transaction by the Issuer. The Provider ensures the transmission of information about the Transaction between the Merchant and the Issuer.
- 1.7 **Contactless Card** – a Card equipped with a contactless chip that communicates with the POS terminal reader via radio signal. Physical contact of the Card with the Device is not required for data transmission. A Card stored in a Smart Device (e.g., phone, tablet, watch, etc.) that communicates with the POS terminal using NFC technology is also considered a Contactless Card.
- 1.8 **Card Security Code** – the three-digit security code of the Card, designated as CVC2 or CVV2, located on the back of the Card.
- 1.9 **Cardinfo** – a Provider-designed website on which the Cardholder enters Card data for the purpose of executing a Transaction through E-commerce.



- 1.10 **Card Number** – a multi-digit number located on the front or back of the Card. The Card Number may be imprinted, laser-engraved, or embossed (raised lettering). The Card Number identifies the Issuer and determines the Card Account.
- 1.11 **DanubePay** – DanubePay a. s., CIN: 46 77 51 11, a contractual partner of the Provider in the area of Transaction processing, which also provides service and technical support for the Application.
- 1.12 **Documentation** – consists of the Merchant Information Guide, the E-Commerce Installation Manual, the Terms of Use of the POS terminal (if the Provider supplied the POS terminal), and accompanying marketing materials for marking the Point of Sale in accordance with the Provider's requirements, which are based on the rules of the Card Schemes.
- 1.13 **Cardholder** – the authorized holder of a Payment Card, i.e., the person to whom the Card was issued and who makes payments to the Merchant through the Device.
- 1.14 **E-commerce** – the Provider's payment solution for the acceptance of Payment Cards in the online environment, provided under the trade name "SKPAY Payment Gateway," i.e., a virtual payment terminal that ensures a secure electronic payment connection between the Merchant's website and the Provider for the purpose of processing cashless payments for the Merchant's goods or services by means of a Payment Card.
- 1.15 **E-commerce Transaction** – a Transaction without the physical presence of the Card, through which the purchase and sale of goods or services is carried out via E-commerce.
- 1.16 **Floor Limit** – the maximum Transaction amount set by the Provider, pursuant to Section 3.1.8 of these T&C, below which a Contactless Card payment may be authorized without entering a PIN or signing a Receipt. The standard Floor Limit is published on the Provider's website. For the Slovak Republic it is set at €50, and for the Czech Republic at CZK 500.
- 1.17 **Chargeback** – the Issuer's claim for a partial or full refund of the Transaction amount from the Provider.
- 1.18 **Terminal ID** – a unique identifier of the Device.
- 1.19 **Merchant Information Guide** – a Device operating manual issued and updated as necessary by the Provider, setting out procedures the Merchant is required to comply with in accepting Payment Cards.
- 1.20 **Installation Package** – consists of the Application, the Merchant Information Guide, and the Merchant's login credentials for configuration systems used to install the Application in the Merchant's system environment.
- 1.21 **E-commerce Installation Manual** – documentation provided to the Merchant in electronic form, containing the basic technical description of the Application's modules and features, installation requirements, and rules for working with the Application.
- 1.22 **Card Schemes** – companies that operate payment systems and grant licenses for issuing and accepting Payment Cards, including Visa Inc., Mastercard Inc., and others.
- 1.23 **Card Account** – an account maintained by the Issuer in which card Transactions executed by the Cardholder are settled.
- 1.24 **Technical Support Line** – a telephone number, fax, or e-mail through which designated contact persons provide assistance with technical issues related to Card Acceptance, including Device-related problems.
- 1.25 **MOTO Transaction** – a Card-Not-Present Transaction initiated by the Cardholder, where Card Data is provided to the Merchant for payment via Internet, e-mail, mail, telephone, SMS, fax, or a booking portal.
- 1.26 **Merchant** – the person or entity defined as the Merchant in the Application for the Service, authorized to accept Cards under the Agreement concluded with the Provider.
- 1.27 **Recurring Transaction** – an E-commerce (Card-Not-Present) Transaction in which the Merchant is authorized by the Cardholder to carry out repeated or regular payments from the Card Account, either as an automatic recurring payment ("Recurring Payment") or as a Cardholder-initiated payment using stored Card Data ("Card-on-File").



- 1.28 **Authorized Persons** – individuals representing the Parties in contractual and technical matters related to the subject of the Agreement.
- 1.29 **PCI DSS** – the Payment Card Industry Data Security Standards, security standards for processing sensitive Card Data, compliance with which is required by the Card Schemes; the standards are available at <https://www.pcisecuritystandards.org>
- 1.30 **PIN** – a unique identification number issued to the Cardholder, by which the Cardholder confirms certain Transactions at POS terminals, depending on the configuration of the POS terminal and the Card. Transactions initiated by the Cardholder via a smart device storing a Contactless Card, where the Cardholder confirms the Transaction by unlocking the Device, are also considered PIN Transactions.
- 1.31 **Payment Card (Card)** – a physical or virtual debit card, prepaid card, credit card, or charge card issued by a bank or another duly authorized entity. The use of the Card is governed by the rules of the Card Schemes whose logo the Card bears.
- 1.32 **POS Terminal Terms of Use** – the technical and operational rules and requirements that the Merchant is required to comply with when installing, using, and maintaining a POS terminal, including proper connection, operation, software updates, and protection against unauthorized interference. These terms may vary depending on the type, model, or manufacturer of the POS terminal and are specified in the relevant documentation provided by the Provider or the device manufacturer. By using the POS terminal, the Merchant confirms having reviewed the POS Terminal Terms of Use and consents to the wording thereof. The terms apply to Merchants using a POS terminal supplied by the Provider.
- 1.33 **Point of Sale** - the Merchant's establishment or sales outlet where the Cardholder may pay by Card for services provided or goods sold by the Merchant.
- 1.34 **POS Terminal** – a physical payment terminal with the Provider's payment application located at the Merchant, or the "SKPAY SoftPOS" software terminal, enabling cashless payments for goods and services by Payment Card following Authorization. If the Merchant is provided with an external PIN Pad (a card reader with a PIN keypad connected to the POS terminal), the external PIN Pad is deemed part of the POS terminal.
- 1.35 **Receipt** – a document evidencing the use of a Payment Card through the Device.
- 1.36 **Business Day** – any day from Monday through Friday (inclusive), excluding public holidays and non-working days in the Slovak Republic and non-banking days in the country where the Service is provided.
- 1.37 **Production Operation** – the provision of services by the Provider to the Merchant under the Agreement in real operating conditions.
- 1.38 **Refund** – a Transaction in which funds are repaid in connection with a claim.
- 1.39 **Reserve Account** – a bank account controlled by the Provider in which funds are held for the Merchant until such funds are remitted to the Merchant by the Provider in accordance with the Agreement.
- 1.40 **Schedule of Fees** – a list of fees for the use of services and actions provided by SKPAY, which forms a Schedule to these T&C.
- 1.41 **Test Operation** – serves to simulate and verify the behavior of the Application and the delivery of services in Production Operation. The Test Operation serves to simulate and verify the behavior of the Application and the provision of services in the Production Operation.
- 1.42 **Transaction** – a cashless transfer order initiated by means of a Payment Card from the Card Account to the Merchant's account, or vice versa.
- 1.43 **Card-Present Transaction** – a Transaction in which the Payment Card is physically presented by the Cardholder at a POS terminal in order to make a payment.



- 1.44 **Card-Not-Present Transaction** – a Transaction in which the Payment Card is not physically present at the time of payment. The Cardholder typically provides the Card Data electronically (remotely) by entering it into Cardinfo. This category includes E-commerce Transactions and MOTO Transactions.
- 1.45 **Merchant Account** – the Merchant's business account maintained with a bank in the currency in which the Service is provided, used for the settlement of Transactions, fees, and liabilities arising from Transactions made through Payment Cards. The Merchant provides the Merchant Account Number in IBAN format in the Application for the Service.
- 1.46 **Card Data or Card Details** - the information on the Card consisting of the Card Number, Card Security Code, Card validity, and, where applicable, Cardholder details.
- 1.47 **Issuer** - the company that issued the Card to the Cardholder.
- 1.48 **Device** – a POS terminal or E-commerce. A Device is either supplied by the Provider or procured by the Merchant under conditions defined by the Provider.
- 1.49 **AML Act** – Act No. 297/2008 Coll. on the Prevention of Money Laundering and Terrorist Financing and on amendments to certain Acts, as amended.
- 1.50 **Personal Data Protection Act ("ZOOU")** – Act No. 18/2018 Coll. on Personal Data Protection and on amendments to certain acts, as amended.
- 1.51 **Payment Services Act ("ZOPS")** – Act No. 492/2009 Coll. on Payment Services and on amendments to certain acts, as amended.
- 1.52 **Merchant's Obligations** – all present and future, actual and potential obligations of the Merchant to the Provider that are or become due under the Agreement, including, without limitation, claims for reimbursement of Chargebacks, claims arising from canceled Transactions or fines imposed by the Card Schemes, fees and penalties under the Agreement (e.g., related to Devices, Transaction volumes, etc.), and any other actual and/or potential obligations of the Merchant to the Provider.
- 1.53 **Change Request Form** – a form submitted by the Merchant to request changes to the Merchant's identification data or to Service parameters. Upon acceptance by the Provider, the Change Request Form becomes part of the Agreement.
- 1.54 **Agreement** – a collective term for the documents that together form the framework agreement between the Merchant and the Provider, including: the Application for the Service accepted by the Provider; the T&C, including the Schedule of Fees; the Merchant's AML Declaration; the Change Form accepted by the Provider; and the Documentation. Any reference in the T&C to provisions of the Agreement shall be deemed also to include provisions set out in the T&C, which form an integral part of the Agreement.
- 1.55 **Contracting Parties** – the Provider and the Merchant.
- 1.56 **Application for the Service** – an application for the provision of payment services for the acceptance of Payment Cards via POS terminal, and/or an application for the provision of a POS terminal, and/or an application for the provision of payment services for the acceptance of Payment Cards via E-commerce. Each of the above applications, individually or collectively, is referred to as the Application for the Service. The Agreement is formed upon acceptance of the Application for the Service by the Provider.

II. SERVICE AGREEMENT

- 2.1 In the Application for the Service, the Merchant provides identification details, business information, and requirements regarding the acceptance of Payment Cards. The Provider evaluates the entire Application for the Service; if approved, the Application is deemed the Agreement. The Merchant is notified of approval by e-mail. Approval is not a legal



entitlement. A valid and effective Agreement is a prerequisite for activating the Device for the purpose of Card Acceptance.

- 2.2 The rights and obligations of the Provider and the Merchant are governed by the Agreement, the T&C, and the documents referred to therein. The rules of the Card Schemes, including PCI DSS, are binding on both Contracting Parties.
- 2.3 Before submitting the Application for the Service, the Merchant declares having reviewed those parts of the Card Scheme rules published at www.visa.com and www.mastercard.com that relate to merchants, and undertakes to comply with them.
- 2.4 The Contracting Parties declare that the Agreement is concluded in accordance with the applicable laws of the Slovak Republic and undertake to comply with the rules of the Card Schemes, including PCI DSS.
- 2.5 The Merchant undertakes, when submitting the Application as well as during the term of the Agreement, to inform the Provider truthfully, completely, and without undue delay of all material facts concerning the cooperation, as well as business plans and intentions that may affect the provision of the Services. This obligation is deemed part of the principles of fair and transparent business cooperation between the Contracting Parties. Material facts include, in particular, changes in the Merchant's business activities, changes in its ownership or management structure, and any planned expansion, reduction, or termination of business activities that may affect the scope, manner, or compliance with the conditions of use of the Services. The Merchant is required to notify the Provider in advance of any change to the specified facts.

III. ACCEPTANCE OF PAYMENT CARDS BY THE MERCHANT AT POS TERMINALS

3.1 TERMS OF ACCEPTANCE OF PAYMENT CARDS

- 3.1.1 The Merchant is entitled, at Points of Sale and within the scope of its business activities, to accept payments from Cardholders by Payment Cards, as specified in the Agreement, for the purpose of receiving cashless payments.
- 3.1.2 The Merchant undertakes towards Cardholders to:
 - a) provide the same selection of goods and services under the same conditions as to customers paying in cash or by other means;
 - b) not charge any fee in connection with the Transaction and not increase the Transaction amount by additional taxes;
 - c) not allow cash withdrawals at Points of Sale by means of a Payment Card, except for the CashBack service if agreed in the Agreement;
 - d) not make the acceptance of Payment Cards conditional upon the purchase of goods or services of a minimum or maximum value;
 - e) not record, store, or process any Card Data except for capturing such data into the POS terminal for the purpose of processing the Transaction.
- 3.1.3 Before accepting a Payment Card, the Merchant is required to verify that the Card:
 - a) is valid;
 - b) is not falsified, visibly altered, or illegible;
 - c) contains all security features and elements as specified in the Merchant Information Guide.
- 3.1.4 If the Merchant has reasonable suspicion that a Payment Card has been stolen, counterfeited, used without authorization, altered, or otherwise tampered with, or if the signature on the POS terminal receipt does not match the signature on the Payment Card (where a signature is required), the Merchant is required to retain such Card and deliver it to the Provider without undue delay. If retention of the Payment Card is not possible, the Merchant is required to immediately report the suspected misuse of the Card to the Provider.
- 3.1.5 If services provided by the Merchant involve Recurring Transactions, advance payments, or if performance for a completed payment is to be rendered or delivered in the future (e.g., travel agency services, sale of airline tickets,



transport tickets, and similar), the prior consent of the Provider is required. There is no legal entitlement to the granting of such consent.

- 3.1.6 A Merchant accepting Payment Cards through a POS terminal is required, in the event of a payment, to issue to the Cardholder both a Receipt and a record from the cash register in accordance with applicable laws.
- 3.1.7 The Merchant is not authorized to accept Cards for payments:
- a) for goods or services provided by the Merchant that do not constitute the conclusion of a purchase or other contract between the Merchant and the Cardholder;
 - b) that represent collection or refinancing of an uncollectible debt owed to the Merchant or any other form of debt repayment;
 - c) arising from contracts that are unenforceable or in breach of law, or in breach of the Agreement;
 - d) for illegal performance from the perspective of either the Merchant or the Cardholder, or where the Merchant had reason to know that such performance is illegal;
 - e) using counterfeit, fraudulent, or stolen Cards, or where the Merchant had reason to know that the Cards used are counterfeit, fraudulent, or stolen;
 - f) if the Transaction, although authorized and to be settled, is not consistent with the Merchant's business activities as agreed and specified in the Agreement;
 - g) if there is reasonable suspicion that the Card presenter is not authorized to use the Card, including situations where, due to circumstances of the Card's use, the Merchant learns that the Card presenter requests the total payment amount to be split among multiple Cards, or where the Merchant indicates a problem related to Card Acceptance;
 - h) if the Transaction is not carried out in connection with the provision of goods or services by the Merchant within the Merchant's ordinary business activities as defined in the Agreement.
 - i) For every Card-Present Transaction, the Merchant is required to capture the Card Data through the POS terminal. For such Transactions, the Merchant is required to ensure that the Cardholder confirms each use of the Card either by entering the PIN code on the POS terminal or, where required, by manually signing the Transaction Receipt, unless the Transaction amount is below the Floor Limit.
 - j) The Merchant is not authorized to accept Card-Not-Present Transactions unless declared in the Application for the Service and expressly approved by the Provider.
- 3.1.8 Contactless Cards used in Card-Present Transactions are subject to the following rules:
- a) Authorization of a Card-Present Transaction by PIN or signature of the Receipt is not required if the Transaction amount does not exceed the established Floor Limit;
 - b) in the case of a Contactless Transaction where neither a Cardholder's signature nor PIN entry is required, the Provider is obliged to settle the Transaction only up to the established Floor Limit;
 - c) the Merchant is required to obtain the Cardholder's consent by capturing Card Data at the POS device and by confirmation of the Transaction by the Cardholder through PIN entry or, where applicable, manual signature of the Receipt, if the Transaction amount exceeds the established Floor Limit; otherwise, the Provider is not obliged to settle such Transaction. If the Issuer exercises a Chargeback against the Provider due to the absence of an entered PIN or a signature on the Receipt, the Provider is authorized, without further review, to exercise a Chargeback against the Merchant.
- 3.1.9 The Merchant is required, in accordance with the rules of the Card Schemes, to place at its establishment, in a location visible to clients, the acceptance sticker supplied by the Provider containing the logos of the Card Schemes whose Cards are accepted.
- 3.1.10 The Merchant may not in any way suggest or create the impression that the Provider or the Card Schemes are suppliers of the Merchant's goods or services, or that they endorse the goods or services offered by the Merchant.
- 3.1.11 Registered trademarks of the Card Schemes, such as logos and other registered marketing or promotional materials, may not be used in a manner that damages the interests of the respective Card Scheme as the trademark owner. Any use of the Provider's logo or the logos of the Card Schemes is subject to the prior approval of the Provider.



3.2 PROVISION OF POS TERMINAL AND OBLIGATIONS OF CONTRACTING PARTIES

- 3.2.1 For the purpose of Card Acceptance, the Provider undertakes to ensure delivery and installation of the POS terminal for the Merchant, as well as the provision of other services defined in the Agreement. If the Merchant uses its own Device for Card Acceptance, such use is subject to the Provider's prior written approval, since each POS terminal must be certified by DanubePay and the Card Schemes. When integrating the POS terminal with the Merchant's cash register or other control software, the Merchant is responsible for the correct operation of the POS terminal in accordance with the integration documentation supplied by the Provider, regardless of whether the POS terminal was supplied by the Provider or not. The Merchant shall bear all damages resulting from failure to comply with this obligation.
- 3.2.2 The Provider shall make a POS terminal available for use by the Merchant and/or provide the Service defined in the Application for the Service, based on the Merchant's request. In accordance with the Application for the Service, the Merchant is authorized to request from the Provider:
- a) delivery and installation of any number of POS terminals;
 - b) relocation of a POS terminal;
 - c) uninstallation of one or more POS terminals;
 - d) specific services, such as delivery of additional types of electronic statements of completed Transactions, as defined by the Merchant in the Application for the Service;
 - e) replacement of a POS terminal with another type, or addition/removal of a PIN Pad;
 - f) other requests of the Merchant clearly defined in the Application for the Service.
- If the Application for the Service does not clearly define requirements for a new service or a change of an existing service, or if the Provider does not consent to the change, the Provider is not obliged to carry out the requested action and/or provide the service pursuant to such request.
- 3.2.3 The Provider is authorized to reject an Application for the Service submitted by the Merchant without stating reasons. The Merchant shall be informed of such rejection by e-mail.
- 3.2.4 As part of the POS terminal installation, the Provider shall provide to the Merchant:
- a) initial training of staff on the operation of the POS terminal;
 - b) initial training of staff on acceptance of Payment Cards on the POS terminal;
 - c) delivery of the Merchant Information Guide containing instructions for POS terminal operation, instructions for staff on accepting Payment Cards, and acceptance stickers for marking the Point of Sale.
- 3.2.5 The Merchant undertakes, after installation of the POS terminal and training of staff pursuant to this Section, to ensure execution of a protocol confirming POS terminal installation and Merchant staff training.
- 3.2.6 The Merchant is authorized to carry out Transactions through the POS terminal only by means of trained staff.
- 3.2.7 The Merchant acknowledges that the POS terminal made available for use by the Merchant does not become the property of the Merchant. Upon termination of the contractual relationship, the Merchant is required to return the POS terminal to the Provider. In the event that (1) the Provider makes available to the Merchant at least twenty (20) POS terminals for use, or (2) this is expressly agreed in the Agreement, the Contracting Parties agree on a commitment period for the use of each POS terminal, which is calculated separately for each POS terminal from the date of its installation. The standard commitment period (if agreed) is thirty-six (36) months, unless otherwise agreed in the Agreement. In the event that the Agreement terminates before the expiration of the commitment period for any reason other than termination by the Provider pursuant to Section 11.1, the Merchant undertakes to reimburse the Provider for legitimate costs associated with early termination of the Agreement. Legitimate costs include, in particular, outstanding monthly fees for POS terminals for the remaining months of the commitment period (i.e., the unpaid value of the POS terminal).
- 3.2.8 The Merchant is liable for loss, theft, destruction, or any mechanical or other damage to the POS terminal or its accessories.
- 3.2.9 For the purpose of proper installation of the POS terminal and provision of the Services under the Agreement, the Merchant is required, with respect to the installation site, to ensure the following conditions:



- a) the place of installation of the POS terminal is at the approved business address within the territory of the European Union;
 - b) The environment in which the POS terminal is placed must meet the operating conditions of the Device, including:
 - nominal temperature range from +5°C to +40°C;
 - relative humidity from 20% to 80% non-condensing;
 - power supply 230 V / 50 Hz $\pm$ 10%;
 - c) Telecommunications connection requirements:
 - d) Infrastructure connections (distances):
 - electrical power outlet with a maximum distance of 2 m (or extension cord);
 - e) Other requirements:
 - compliance with applicable STN standards.
- 3.2.10 The Merchant undertakes to provide the Provider, or a person designated by the Provider, to ensure servicing and technical support of POS terminals, with all necessary cooperation during installation, relocation, change of type, or uninstallation of a POS terminal, or during the provision of servicing. This includes, in particular, providing access to the premises where the POS terminal is located, connection to power supply, connection to telecommunications infrastructure, suitable space, and fulfillment of all related technical requirements and instructions arising from the Agreement.
- 3.2.11 If it is subsequently determined that any of the conditions under the Agreement for carrying out the requested action of the Merchant are not met, the Provider is not obliged to comply with the request. In such case, the Merchant is required to reimburse the Provider for all costs demonstrably incurred in connection with the processing of the Application for the Service up to that point for actions or services already performed.
- 3.2.12 The Merchant is not authorized to make any interventions in the POS terminal and/or software without the prior written consent of the Provider, including but not limited to installation, relocation, uninstallation of the POS terminal, or its connection to telecommunications infrastructure.
- 3.2.13 The Merchant undertakes to notify the Provider without undue delay of any malfunction or damage to the POS terminal upon discovery, through the Technical Support Line. The Merchant further undertakes to provide sufficient cooperation and enable removal of such malfunction or damage.
- 3.2.14 The Provider shall provide the Merchant, in addition to the Technical Support Line, with free consulting and advisory services through its specialized staff or through a third party designated by the Provider providing servicing and technical support of POS terminals.
- 3.2.15 The Merchant undertakes that in case of violation, non-fulfillment, and/or failure to perform its obligations defined in the Agreement, the Merchant is liable to the Provider for any damage resulting from such breach. The Merchant is likewise liable for damage caused by any unauthorized handling of the POS terminal and/or its accessories or software in a manner contrary to the Agreement.
- 3.2.16 The Provider is authorized to require the Merchant to temporarily suspend or permanently terminate Card Acceptance if there is reasonable suspicion that the Merchant is in breach of the Agreement, or if a Card Scheme requires such suspension or termination of Card Acceptance.

3.3 PROCESSING AND AUTHORISATION OF PAYMENTS FROM POS TERMINALS

- 3.3.1 The Merchant is required to submit to the Provider requests for Authorization of Transactions carried out in the presence of the Card, electronically, by capturing the chip of the Payment Card (where supported by the Payment Card) using a certified POS terminal. This provision of the OP applies regardless of whether the POS terminal was provided to the Merchant by the Provider or the Merchant uses its own POS terminal.
- 3.3.2 The Merchant is required to ensure that requests for Authorization, as well as all data relating to the processing of Card-Present Transactions, are transmitted through encrypted communication and in accordance with the requirements established for electronic data transmission.



- 3.3.3 The Provider shall settle all claims of the Merchant to funds from Cardholders arising from completed Transactions, provided that all conditions for Authorization have been fulfilled.
- 3.3.4 The Merchant warrants to the Provider that the connection shall not be provided to another Merchant or to any third party, and that settlement of Transactions shall relate only to Transactions of the Merchant under the Agreement.
- 3.3.5 Payments through the POS terminal are authorized automatically upon capturing the chip data of the Payment Card, or contactlessly if permitted by the Payment Card. Where the type of Payment Card requires Authorization with a PIN, the Merchant shall request the Cardholder to enter the PIN. Where the type of Payment Card requires reading of the magnetic stripe, the Merchant is authorized to carry out the Transaction by this method. Where the type of Payment Card requires the Cardholder's signature, the Merchant shall request the Cardholder to sign the Receipt, by which the Cardholder confirms the accuracy of the issued Receipt. The Merchant is required to verify that the signature on the Receipt matches the signature on the Payment Card.
- 3.3.6 Payment by Payment Card may be restricted by limits established in a separate agreement between the Cardholder and the Issuer.
- 3.3.7 The Merchant is required, where the Receipt contains the wording "transaction declined" or "zero authorization code," to request the Cardholder to repeat the payment. The amount of payment on the Receipt must not exceed the amount on the Merchant's cash register receipt.
- 3.3.8 For the purpose of dispute resolution, the Merchant is required to issue and retain a Receipt for each completed Transaction in order to demonstrate authorization to perform the payment and, upon request of the Provider, to present the Receipt for inspection.
- 3.3.9 When accepting Payment Cards through the POS terminal, the Merchant is required to follow the messages displayed on the POS terminal screen. In the event of the following messages:
- Upon display of the message "Verify signature" or a similar message, the Merchant is required to compare the signature on the Receipt with the signature on the Payment Card and, where the signatures do not match, to proceed in accordance with Section 3.1.4 of these T&C.
 - Upon display of the message "Call authorization center" or a similar message, the Merchant is required to call the Authorization Center and follow the instructions provided immediately.
 - Upon display of the message "Retain card" or a similar message, the Merchant is required to proceed in accordance with Section 3.1.4 of these T&C.
 - Upon display of the message "transaction declined," "invalid authorization code," or a similar message, the Merchant is required to inform the Cardholder and request a repeated Transaction.
- 3.3.10 In case of any doubts concerning the Cardholder, the Merchant is required to verify the Cardholder's identity against the data on the Payment Card. Where the identifying data match, or where the Payment Card does not contain Cardholder details, the Merchant is required to record on the Merchant copy of the Receipt the type and number of the identification document presented by the Cardholder. Where the identifying data do not match, the Merchant is authorized to refuse the payment.

IV. ACCEPTANCE OF PAYMENT CARDS THROUGH E-COMMERCE

4.1 PROVISION OF E-COMMERCE

- 4.1.1 The Provider offers the Merchant services of accepting Payment Cards online within E-Commerce under the conditions agreed in the Agreement.
- 4.1.2 The provision of E-Commerce consists in particular of:
- providing the Installation Package for implementation of the Application by the Merchant, its deployment in Test Operation and Production Operation, and ensuring technical support and servicing;
 - settlement of Transactions carried out with Payment Cards online and payment of the settled amounts to the Merchant;



- c) providing the Merchant with statements of completed and settled Transactions.

4.2 CONDITIONS FOR SETTING UP E-COMMERCE

- 4.2.1 The Provider shall set up E-Commerce for the Merchant subject to the following conditions:
 - a) the Merchant requesting setting up is a company registered in Hungary;
 - b) the Merchant's online store is subject to generally applicable laws;
 - c) the Merchant operates the online store and is its owner;
 - d) the Merchant's Account is maintained with a bank in Hungary;
 - e) the Merchant has operated in the market for at least six (6) months; if the period is shorter, the Provider may condition provision of the service upon fulfillment of additional requirements by the Merchant.
- 4.2.2 There is no legal entitlement to the setting up of E-Commerce, and the Provider is not obliged to state reasons for rejection.
- 4.2.3 Where the services provided by the Merchant involve advance payment, or performance for the executed payment is to be rendered or provided at a later date, for example, in the case of travel agencies, sale of airline tickets, bus tickets, or similar activities, prior consent of the Provider is required. There is no legal entitlement to the granting of such consent.
- 4.2.4 The Merchant's website, through which goods are sold or services are provided, may not contain any information or data contrary to generally binding legal regulations of Hungary.
- 4.2.5 The Merchant's website must in particular contain clear identification of the Merchant (business name, registered office, place of personal collection, CIN, Tax ID, designation of the Commercial Register in which the Merchant is registered as a business entity and registration number, telephone and e-mail contact), together with other details such as a complete description of the offered goods or services, price, currency, delivery and payment terms, cancellation of orders, return of goods and refund of amounts paid, complaints procedure, terms and conditions, and the right of withdrawal. Where customer registration is required, the Merchant shall provide information that customer data is handled in accordance with the Personal Data Protection Act. The Merchant shall meet the above requirements for the entire duration of the Agreement. Failure to meet any of the above requirements constitutes a material breach of the Agreement, giving the Provider the right to withdraw from the Agreement.
- 4.2.6 The Provider shall set up E-Commerce for the Merchant only after fulfillment of the technical and operational conditions and requirements established by the Provider for acceptance of Cards through E-Commerce.

4.3 RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES IN CONNECTION WITH E-COMMERCE

- 4.3.1 The Provider shall provide the Merchant with the Application on the basis of the Application for the Service, acceptance of which by the Provider gives rise to the Agreement. The Application for the Service shall include the specification of the Merchant's domain and, where applicable, the Merchant's mobile application to which the Application relates. The Merchant acknowledges and agrees that the Application may be used only within one domain or mobile application. Where the Merchant requires extension of the Application to another domain or mobile application, the Merchant shall request the Provider to deliver an additional Application.
- 4.3.2 The Provider shall ensure delivery of the Installation Package to the Merchant under the Agreement. The Contracting Parties acknowledge and agree that the Installation Package shall be delivered to the Merchant by DanubePay to the e-mail address of the relevant Merchant representative as specified in the Agreement.
- 4.3.3 The Merchant undertakes to use the Cardinfo visual in the design proposed by the Provider and shall not modify the design without the Provider's consent.



- 4.3.4 The Merchant undertakes to display the logos of the Card Schemes accepted for Payment Cards on the payment selection page within E-Commerce.
- 4.3.5 Upon receipt of the Installation Package, the Merchant undertakes to ensure installation of the Application in the Merchant's system environment in accordance with the conditions set out in the E-Commerce Installation Manual.
- 4.3.6 Following installation of the Application in accordance with the preceding provision, the Merchant shall inform the relevant Authorized Person of the Provider, with e-mail communication being sufficient for this purpose. Upon receipt of the Merchant's notice, the Provider shall initiate Test Operation of the Application. For the proper conduct of Test Operation, the Contracting Parties undertake to provide mutual cooperation.
- 4.3.7 Termination of Test Operation shall be notified by the Merchant to the Provider by e-mail addressed to the Authorized Person of the Provider and containing:
- a) confirmation of the tests performed;
 - b) link to the return page in case of successful Authorization;
 - c) link to the return page in case of unsuccessful Authorization;
 - d) static IP address of the Merchant;
 - e) link to the Cardinfo.html visual;
 - f) link to the page where customers select the method of payment for goods and services provided by the Merchant;
 - g) link to the Merchant's terms and conditions;
 - h) link to the Merchant's customer support;
 - i) link to the Merchant's privacy notice.
- 4.3.8 The Provider shall evaluate the success of the tests and implementation of E-Commerce and shall inform the Merchant of the result. Where the tests are unsuccessful, the Merchant shall remedy the deficiencies and repeat the testing. Where the tests are successful and the implementation of E-Commerce complies with the Provider's conditions, the Provider shall inform the Merchant of this fact by e-mail.
- 4.3.9 The Provider shall, no later than three (3) Business Days after successful completion of Test Operation pursuant to Section 4.3.8 of these T&C, place the Application into Production Operation and inform the Merchant of this fact by e-mail.
- 4.3.10 The Merchant is entitled, on the basis of the Application for the Service, to request from the Provider:
- a) delivery of the Application in accordance with Section 4.3.2 of these T&C;
 - b) termination of cooperation in relation to the relevant Application; At the same time, the Merchant undertakes to ensure uninstallation of the Application from the Merchant's systems.
 - c) Other changes related to E-Commerce.

The request becomes part of the Agreement upon acceptance by the Provider.

- 4.3.11 The Provider is not obliged to comply with Merchant requests regarding E-Commerce where any conditions required by the Provider are not fulfilled. The Merchant may, based on the Application for the Service, request any number of Applications; for each Application, the Merchant shall provide in the Application for the Service the required data regarding the online store or mobile application.
- 4.3.12 The Merchant undertakes to carry out installation and operation of the provided Application in accordance with the Application for the Service, the Agreement, and the Documentation. The Merchant shall be liable for any damage arising from failure to comply with these conditions at any time during use of the relevant Application.
- 4.3.13 The Merchant undertakes not to make any interventions in the Application without the prior written consent of the Provider; otherwise, the Merchant shall be liable for the resulting damage. For the avoidance of doubt, this does not affect configuration of the Application by the Merchant for the purposes of Test Operation.
- 4.3.14 The Merchant shall be liable for damage to the Application or damage caused by use of the Application resulting from improper handling.
- 4.3.15 The Merchant undertakes to report, without undue delay upon discovery, any malfunction, non-functionality, or other operational issue of the Application to helpdesk@danubepay.com and skpaypos@skpay.sk and is required to



state in the e-mail subject line: **SKPAY Payment Gateway and Terminal ID**. Where the Merchant reports defects late, or fails to ensure the necessary conditions and does not provide sufficient cooperation for the repair, the Provider shall not be liable for any damage arising therefrom.

- 4.3.16 The Provider, through its contractual partner DanubePay, shall provide the Merchant with service and technical support in the form of:
 - a) technical support for implementation of the Application;
 - b) performance of activities and provision of information leading to resolution of issues related to operation of the Application;
 - c) professional technical consultation based on a request submitted by the Merchant in accordance with these T&C.
- 4.3.17 In the event of any complaints concerning E-Commerce, the Merchant shall contact the relevant Authorized Person of the Provider by e-mail.
- 4.3.18 The Merchant undertakes to provide the Provider, or any person designated by the Provider to perform service and technical support, with all necessary cooperation.
- 4.3.19 The Merchant undertakes, based on future requirements of the Provider, to make adjustments to the Merchant's systems so that the Application can continue to be fully operated in the Merchant's system environment where an upgrade of the Application is required by law or pursuant to requirements of the Card Schemes. Failure by the Merchant to carry out the required system adjustment under this provision shall constitute a material breach of the Agreement, entitling the Provider to withdraw from the Agreement.
- 4.3.20 The Merchant shall ensure that no damage arises from improper use of E-Commerce and shall protect the Application against deletion, damage during data transmission, data leakage during transmission of sensitive information, and misuse. The Application shall be maintained in the operating condition in which it was implemented on the Merchant's online store website. The Merchant may not, without the Provider's consent, transfer E-Commerce to another website or mobile application and shall prevent any unauthorized person from tampering with E-Commerce.
- 4.3.21 The Merchant may not lease or otherwise make E-Commerce available for use by any third party.
- 4.3.22 The Merchant is not entitled to interfere with the software or to change the settings of individual technical parameters of the Application.
- 4.3.23 The Merchant may not change the subject of business concerning goods or services provided in the online store for which E-Commerce was provided without the Provider's approval. Failure to comply shall constitute a material breach of the Agreement, entitling the Provider to withdraw from the Agreement.
- 4.3.24 The Merchant acknowledges that the Merchant is liable for the conduct of any person implementing E-Commerce on the Merchant's website or mobile application, in particular concerning any changes or interventions in E-Commerce or in the system for recording Payment Card data. Such conduct shall constitute a serious breach of contractual terms, and the Merchant shall be liable for the full amount of damage caused thereby to the Provider and to the Cardholder. The Provider is entitled to charge such damage against the Reserve Account, where one has been established for the Merchant. The Provider also has the right to withdraw from the Agreement.

4.4 CONDITIONS FOR ACCEPTANCE OF CARDS THROUGH E-COMMERCE

- 4.4.1 The Merchant acknowledges that, based on the Application, the types of Payment Cards accepted shall be as specified in the Agreement.
- 4.4.2 The Provider shall process Transactions carried out through E-Commerce with 3DS 2.x functionality.
- 4.4.3 Transmission of Card Data shall be protected by the SSL encryption security protocol.
- 4.4.4 The Merchant undertakes, in connection with purchases made through the online store and paid by Cardholders, to provide an unrestricted selection of goods and services under the same conditions as offered to customers paying by



other means and not to condition the acceptance of Payment Cards on the purchase of goods or services of a certain minimum or maximum value. The Merchant undertakes not to charge Cardholders any fee for use of a Payment Card or to increase the Transaction amount by tax.

4.4.5 The Merchant is not authorized to accept Cards for payments:

- a) for goods or services provided by the Merchant that do not constitute the conclusion of a purchase or other contract between the Merchant and the Cardholder;
- b) that represent collection or refinancing of an uncollectible debt owed to the Merchant or any other form of debt repayment;
- c) arising from contracts that are unenforceable or in breach of law, or in breach of the Agreement;
- d) for illegal performance from the perspective of either the Merchant or the Cardholder, or where the Merchant had reason to know that such performance is illegal;
- e) using counterfeit, fraudulent, or stolen Cards, or where the Merchant had reason to know that the Cards used are counterfeit, fraudulent, or stolen;
- f) if the Transaction, although authorized and to be settled, is not consistent with the Merchant's business activities as agreed and specified in the Agreement;
- g) if the Transaction is not carried out in connection with the provision of goods or services by the Merchant within the Merchant's ordinary business activities as defined in the Agreement.
- h) and where the Merchant requires entry of Card Data outside Cardinfo or processes Card Data for any purpose other than processing a Transaction within the Provider's environment.

4.4.6 The Merchant acknowledges that Card-Not-Present Transactions are carried out at the Merchant's own risk and responsibility. A Chargeback of any Card-Not-Present Transaction disputed by the Cardholder may be effected even where the Merchant has fulfilled all obligations under the Agreement and the Provider has authorized such Transaction.

4.4.7 In the event of a Chargeback, the Provider shall represent the interests of the Merchant in proceedings with the Issuer and undertakes, within the rules defined by the Card Schemes, to make every effort to mitigate the Merchant's losses.

4.5 AUTHORIZATION OF TRANSACTIONS THROUGH E-COMMERCE

4.5.1 E-commerce Payments are automatically Authorized after the Cardholder enters the details. The Transaction amount may be limited by limits set in a separate agreement between the Cardholder and the Issuer.

V. COMMON PROVISIONS FOR TRANSACTIONS CARRIED OUT THROUGH POS TERMINAL AND E-COMMERCE

5.1 TRANSACTION SETTLEMENT AND FEES

5.1.1 The Merchant undertakes that, during the term of the Agreement, the Merchant shall not cooperate with any entity other than the Provider in connection with the provision of services falling within the definition of the Services under the Agreement, meaning that all Transactions carried out by Cardholders shall be submitted by the Merchant for settlement exclusively to the Provider.

5.1.2 The Merchant undertakes to submit to the Provider for settlement only such Transactions that:

- a) have been successfully Authorized and completed in accordance with the terms set out in the Agreement and the Documentation;
- b) relate to goods or services that have been provided to the Cardholder, unless the Transaction constitutes an advance payment or prepayment with the consent of the Cardholder and the consent of the Provider in accordance with Sections 3.1.5 or 4.2.3 of these T&C;
- c) meet the conditions contractually agreed with the Cardholder for a Recurring Transaction.



- 5.1.3 Online Authorized Transactions shall be automatically included by the Provider in daily processing, thereby creating a settlement request for the Merchant.
- 5.1.4 Contactless Transactions carried out at POS terminals below the Floor Limit must be submitted by the Merchant to the Provider no later than the same day on which the Transaction was carried out by the Cardholder, through the POS terminal's communication link to the Authorization Center. Recording of the Transaction at the Authorization Center results in inclusion of the Transaction in daily processing, thereby creating a settlement request for the Merchant. The Merchant acknowledges that, in the case of settlement of Transactions under this Section, the time for crediting funds to the Merchant's Account may be extended by one Business Day.
- 5.1.5 The Provider undertakes to pay the Merchant the total amount of all successful Transactions and is at the same time entitled to settle fees under the Agreement. All successful Transactions, excluding fees and Transactions referred to in Section 5.2.8 of these T&C, shall be debited from the Provider's account and credited to the Merchant's Account in a single amount for the relevant calendar day, within five Business Days immediately following the calendar day on which the Transactions were carried out at the Merchant, unless otherwise agreed with regard to Section 6 of these T&C. of these T&C. In the event of failure to comply with this obligation, the Merchant may submit to the Provider a request for review.
- 5.1.6 The Merchant acknowledges that, from the amounts payable to the Merchant under the Agreement for successfully executed Transactions, the Merchant shall not be entitled to any interest for the period during which such amounts are held in the Provider's account.
- 5.1.7 The Merchant shall pay the Provider fees for Transactions and for other services provided under the Agreement, in the amount and at the frequency specified in the Agreement.
- 5.1.8 The Merchant acknowledges that the fees agreed between the Merchant and the Provider are determined on the basis of the data provided by the Merchant in the Application for the Service (with regard to the expected number and value of Transactions). The Provider shall be entitled unilaterally to review the amount of individually agreed fees if the expected number and volume of Transactions stated by the Merchant are not achieved for a period of three months. Any change in fees shall be notified by the Provider to the Merchant in accordance with Section 5.1.10 of these T&C.
- 5.1.9 All fees for Services under the Agreement constitute fees for the provision of a payment service and are therefore exempt from VAT under the applicable laws of the Slovak Republic.
- 5.1.10 The Provider shall inform the Merchant of any change in fees for Services in due time, and at least 15 days before the effective date of the new fees, by publishing the change to the T&C on the Provider's website. If the Merchant does not agree with the change, the Merchant shall have the right to withdraw from the Agreement within the specified period. If the Merchant does not exercise this right within the specified period, the Provider shall consider the change in fees accepted by the Merchant.
- 5.1.11 All fees will be billed no later than five business days after the end of the calendar month following the month in which the applicable fee for the Services performed under the Agreement became due. The Merchant agrees to the settlement of all fees agreed in the Agreement and any other claims of the Provider arising under this Agreement directly from the Merchant's Account or the Reserve Account in accordance with Section VI. of these T&C. By signing the Agreement, the Merchant grants consent and instruction for the settlement of such fees and other claims agreed in the Agreement through direct debit, which the Merchant shall facilitate and authorize. The Merchant undertakes not to withdraw such consent during the term of the Agreement.
- 5.1.12 The Merchant shall, for the term of this Agreement, maintain an adequate positive balance in the Merchant's Account for the purpose of settling claims between the Provider and the Merchant by means of direct debit arising from the Services provided.
- 5.1.13 The Provider undertakes to provide the Merchant with a Transaction Statement containing:
 - a) a Transaction reference enabling identification of the Transaction linked to the Card;
 - b) the Transaction amount in the currency in which it was credited to the Merchant's Account;
 - c) identification of the Card Scheme for each Transaction;



- d) the amount of fees for the Transaction linked to the Card, separately itemized into the fee charged to the Merchant, the Card Scheme fee, and the interchange fee, so that the type of Card and the relevant Card Scheme to which such fees apply can be clearly identified.
(hereinafter referred to as the “**MIF++ Statement**”)

- 5.1.14 The Provider shall send the Merchant the MIF++ Statement once a month, automatically and no later than on the 10th business day of the calendar month for the preceding calendar month, by e-mail to the contact person of the Merchant as specified in the Agreement.
- 5.1.15 The Merchant agrees to the direct debit of items in the case of legitimate claims in favor of Cardholders. The Provider shall be entitled, in the event of such claims, to settle the items directly from the Merchant's Account by means of direct debit.
- 5.1.16 The Provider shall be entitled unilaterally to carry out corrective settlement of payments and financial discrepancies caused by a breach of any provision of the Agreement or in the case of duplicate entries, by reducing the amount of Transactions to be credited to the Merchant's Account, or by direct debit from the Merchant's Account or from the Merchant's Reserve Account, if established for the Merchant.
- 5.1.17 In the event that fraudulent or suspicious activity on the part of the Merchant has been identified, the Provider shall have the right to claim compensation for damages arising in connection with liability for such fraudulent or suspicious activity, in accordance with Section VI of these T&C.

5.2 CLAIMS, REFUNDS, AND COMPLAINTS REGARDING TRANSACTIONS

- 5.2.1 If the Cardholder makes a claim regarding purchased goods or services provided, the Merchant shall not refuse the exchange of goods solely on the grounds that payment was made by Payment Card. In handling claims relating to goods or services paid by Card, the Merchant shall proceed in accordance with the Merchant's own claims policy and the applicable laws of Hungary.
- 5.2.2 No obligations or liabilities shall arise for the Provider from disputes between the Merchant and the Cardholder concerning the quality of goods or services paid for by Payment Card.
- 5.2.3 If the Merchant acknowledges a claim, the Merchant shall not pay for the returned goods or rejected services previously paid by Card in cash. Refund of funds for an acknowledged claim shall be carried out by the Merchant through a non-cash transfer of the acknowledged claim amount from the Merchant's Account to the Cardholder's account linked to the Card, either through the relevant POS terminal function or on the basis of a request sent to the Provider in accordance with the instructions in the Merchant Information Guide. The Provider shall cancel the entire Transaction amount or part thereof, refund any originally charged service fees, and may charge the Merchant a fee for the reverse Transaction in accordance with the Agreement.
- 5.2.4 The Merchant undertakes to provide the Provider, within three calendar days of receiving a request for cooperation, with all information and required documents necessary for handling a Transaction claim, including in particular:
 - a) In the case of a claim regarding a Transaction carried out through a POS terminal – the electronic record and electronic refund confirmation containing the Card Data and the refund amount related to the Payment Card transaction.
 - b) In the case of a claim regarding a Transaction carried out through E-commerce – the order, order number, customer name, customer billing address, delivery address if different from the billing address, product name or description of the service ordered, quantity, amount, RRN code (code assigned to each successfully authorized E-commerce Transaction by the Authorization Center), date of order of the goods or service, date of dispatch of the goods or provision of the service, terms and conditions of the online store, and the customer's consent to the terms and conditions of the online store.

If the Merchant fails to provide these documents to the required extent within the period specified in the first sentence, the Provider shall be entitled to demand from the Merchant payment of a contractual penalty equal to the disputed claim amount and compensation for damages and any costs incurred by the Provider as a result of the Merchant's failure to fulfill its obligations under this Section of the T&C.



- 5.2.5 If a Transaction is incorrectly settled or not settled at all despite having been carried out in accordance with the provisions of the Agreement, the Merchant shall have the right to submit a request for review of such Transaction (hereinafter referred to as the **"Request"**). The Request shall be submitted in writing by post to the Provider's registered office, by e-mail to skpaypos@skpay.sk, or in another agreed method. The Request shall specifically identify the disputed Transaction to which it relates, and shall be submitted no later than 35 calendar days from the last day of the month in which the disputed Transaction was executed. The Provider may charge the Merchant for costs incurred in handling a Request submitted after the expiration of this period, and the Merchant shall reimburse such costs. The Provider shall not be liable for any subsequent failure to settle a reviewed Transaction if, at the time of the Merchant's submission of the Request, the Card or the Cardholder's account had been cancelled, or if the Cardholder does not consent to the subsequent settlement of the Transaction.
- 5.2.6 If the Issuer claims that the Cardholder did not execute the Transaction, that the goods or services were not delivered, or that the Transaction was posted twice, and the Provider determines that the Merchant failed to comply with any provisions of the Agreement and that the Cardholder's claim is justified, the Provider shall have the right to demand reimbursement in the amount of the disputed amount. The validity of the Cardholder's claim or complaint shall be assessed by the Provider in accordance with the Agreement, applicable laws, and the rules of the Card Schemes, with the rules of the Card Schemes prevailing.
- 5.2.7 The Provider shall be legally entitled to recover from the Merchant the full amount of the Transaction or part thereof if the Issuer has executed a Chargeback against the Provider in relation to a specific Transaction:
- a) where the conditions for the relevant type of Transaction under these T&C have not been fulfilled;
 - b) where the Merchant submitted for settlement Transactions containing unlawful or otherwise contestable payments;
 - c) or on any other basis under the rules of the Card Schemes.
- 5.2.8 If the Provider exercises the right of Chargeback against the Merchant, the Merchant shall be fully responsible for pursuing any related claim against the Cardholder.
- 5.2.9 The Merchant shall not be entitled to submit to the Provider for settlement any Transaction that has previously been subject to Chargeback or a claim, regardless of the outcome of the claim procedure.
- 5.2.10 The Provider shall have the right to block funds in the Reserve Account in the event of unusual business operations (suspicious Transactions) or Cardholder claims until the claim procedure is completed. Funds shall be blocked in the amount of the disputed Transaction and/or in the amount of the suspicious Transactions.

5.3 OBLIGATION TO STORE DOCUMENTS

- 5.3.1 **In the case of Transactions executed on POS terminals**, the Merchant undertakes to archive all copies of payment documents, meaning Receipts from the POS terminal and the Merchant's cash register, for Transactions carried out by Payment Cards, for a period of 5 years from the Transaction date. The Merchant shall make copies of such payment documents available for inspection at any time if requested by the Provider upon the Cardholder's or Issuer's request in connection with a Chargeback or claim, including after termination of the validity and effectiveness of the Agreement. After the expiry of the archiving period, the Merchant shall ensure that payment documents are shredded in such a manner that Card Data and Cardholder Data are not legible, subject to misuse, or otherwise used unlawfully.
- 5.3.2 **In the case of Transactions executed via E-commerce**, the Merchant undertakes to store the RRNs (codes assigned to each successful Transaction by the authorization system) for a period of 5 years from the Transaction date and to make them available for inspection at any time if requested by the Provider upon the Cardholder's or Issuer's request in connection with a Chargeback or claim, including after termination of the validity and effectiveness of the Agreement. After the expiry of the storage period, the Merchant shall ensure the irreversible destruction — deletion — of RRNs from its systems.



VI. COLLATERAL / ESTABLISHMENT OF A RESERVE ACCOUNT

- 6.1 The Parties acknowledge and agree that, due to the Merchant's Obligations, the Provider is exposed to financial risk, and that the services to be provided by the Provider under the Agreement were determined on the basis of mutual agreement and an assessment of the Merchant's risk profile and credit rating conducted by the Provider. The Merchant acknowledges that without the ability of the Provider to control the level of risk to which the Provider is exposed, the Provider would not be willing to provide the services under the Agreement.
- 6.2 The Provider shall be entitled, before the Agreement is concluded or at any time during its term, to require the Merchant to provide collateral to cover the Merchant's Obligations arising from the Agreement, or to establish such collateral in accordance with Section 6.3(b) of the T&C. The necessity and amount of the collateral shall be determined by the Provider on the basis of its own risk assessment of the Merchant. Notification of the establishment of collateral or of any change in its amount shall be sent by the Provider to the Merchant by e-mail. The Provider shall, in particular, request the establishment of collateral in the following cases:
- a) the number of Cardholder complaints (Claims) concerning Transactions at the Merchant is significantly higher than the number of complaints at other merchants of the Provider; or
 - b) counterfeit or stolen Cards have been repeatedly used at the Merchant's premises; or
 - c) there are grounds for suspecting that the Merchant has split one customer payment into several Transactions; or
 - d) compared to previous settlement periods or to the information stated in the Application for the Service, the total value of turnover on Cards submitted by the Merchant during any settlement period increases significantly, and the Merchant has not reasonably justified such increase to the Provider; or
 - e) the Merchant has materially breached the Agreement; or
 - f) a negative change has occurred in the Merchant's credit assessment, creditworthiness, financial rating, or risk profile; or
 - g) there is suspicion that the Merchant has committed fraud or fraud has been committed in connection with the Merchant's operations; or
 - h) a condition under Section 11.2 of the T&C has been met, the fulfillment of which entitles the Provider to withdraw from the Agreement.
- 6.3 Collateral may be established by:
- a) depositing funds into a designated bank account of the Provider based on the Provider's request within 5 Business Days,
 - b) withholding settlement of Transactions in favor of the Merchant's Account in the amount of the collateral, or
 - c) another method agreed in writing between the Contracting Parties.
- 6.4 The Provider shall allocate the amount of collateral for a specific Merchant to the Reserve Account. The funds in the Reserve Account, as well as all ownership rights to such funds, including interest (including in the case of the Merchant's insolvency), shall belong to the Provider.
- 6.5 If the Merchant fails to meet the Provider's requirement to establish or change the amount of collateral, or if the Provider is unable to create the required amount of collateral in accordance with Section 6.3(b) of these T&C due to an insufficient volume of Transactions executed by the Merchant within 10 Business Days of receiving the request, such failure shall constitute a material breach of the Agreement and shall entitle the Provider to terminate the Agreement immediately.
- 6.6 The Provider undertakes to use the funds in the Reserve Account exclusively for the purpose defined in Section 6.2 of these T&C.
- 6.7 Funds held in the Reserve Account that are not withdrawn or otherwise used by the Provider in accordance with this Agreement shall remain fully available to the Provider until the reasons for which the collateral was required from the Merchant no longer exist, or until the Merchant has fully paid all Obligations of the Merchant towards the Provider, or until the Obligations of the Merchant otherwise cease to exist. For this purpose, the Provider shall have the right to control and dispose of the funds in the Reserve Account even after the termination of this Agreement without any time limitation, as long as the reasons for the collateral in relation to the Merchant continue to exist.



- 6.8 The Merchant acknowledges that, in the event of insolvency (except where prohibited by applicable law), the Provider shall be entitled to use the funds in the Reserve Account and/or other collateral and/or set off its claims against any amount owed by the Provider to the Merchant, regardless of whether such amounts relate to Transactions initiated or executed before or after the Merchant's insolvency occurred.

VII. AUTHORIZED PERSONS AND SERVICE OF DOCUMENTS

- 7.1 Authorized Persons represent the Contracting Parties in contractual and technical matters related to the subject of the Agreement, as specified in the Application for the Service.
- 7.2 Each Contracting Party may change its Authorized Person by unilateral notice to the other Contracting Party, stating the name and surname, position, and telephone (and other) contact details of that person.
- 7.3 Authorized Persons are authorized to:
- a) specify details of individual Merchant requirements related to performance under the Agreement and deliver and receive the relevant documents necessary for its execution,
 - b) address situations and requirements of the other Contracting Party so that no delay in performance under the Agreement occurs.
- 7.4 The Contracting Parties may carry out ordinary communication related to the subject of the Agreement by e-mail, by sending e-mails to the e-mail addresses of the Authorized Persons specified in the Agreement. Ordinary communication means any communication between the Contracting Parties unless otherwise expressly stated in the Agreement.
- 7.5 Acts relating to the validity, effectiveness, or content of the Agreement may only be performed by persons authorized to act on behalf of the relevant Contracting Party, or to represent the relevant Contracting Party when signing the Agreement in accordance with statutory provisions and internal regulations of the Contracting Party.
- 7.6 Documents relating to the validity, effectiveness, or amendment of the content of the Agreement, or documents deemed material by the sending Contracting Party for any other reason, shall be deemed duly served only if delivered in person, by post, or by courier service in accordance with these T&C. In the case of service by post, the document shall be deemed served even if the recipient does not collect the delivery within the storage period, at the moment of expiry of the storage period. Likewise, a delivery made in person or by courier service shall be deemed served if the other Contracting Party refuses receipt of the delivery.

VIII. DATA PROTECTION AND SECURITY / DATA PRIVACY

- 8.1 In the provision of Services under the Agreement, the Contracting Parties are bound by applicable legislation. With respect to the protection of personal data, the Contracting Parties shall comply in particular with the Personal Data Protection Act (ZOOU) and the relevant European legal regulations.
- 8.2 The Provider processes (in particular, obtains, collects, processes, and uses) personal data and information about the Merchant, Transaction Data, and Cardholder Data necessary for the provision of the Services. The Merchant acknowledges and expressly agrees that, for the proper performance of the Agreement, the Provider is entitled to use the collected data for the following purposes: (i) proper provision of the Services, (ii) execution and assessment of the Merchant's risk analyses, (iii) verification of compliance with the conditions under the Agreement (including legislative requirements and Card Schemes rules), (iv) execution of direct marketing campaigns, (v) improvement and possible modification of the Services, (vi) detection and prevention of fraud and other unfair practices. For the above purposes, the Provider is entitled to request and obtain information about the Merchant and personal data of the Merchant from third parties, in particular credit agencies, banks, Card Schemes, or affiliated persons of the Provider, to which the Merchant expressly agrees.
- 8.3 The data referred to in the preceding paragraph may, for the purpose of performance of the Agreement, be provided to other entities. The list of such entities is available at <https://skpay.sk/ochrana-osobnych-udajov>, and this remains



applicable even after termination of the Agreement. The recipients are located in countries that ensure an adequate level of personal data protection in accordance with Article 26(2) of Directive 95/46/EC (the "GDPR Directive"); Card Schemes may also be located in other countries. If the recipients are located in countries that do not ensure an adequate level of personal data protection in accordance with Article 26(2) of the GDPR Directive, the applicable standard of personal data protection will be that of the recipient's country, which may not correspond to the level of security applicable in the Slovak Republic.

- 8.4 The Merchant is obliged to comply with PCI DSS and other Card Schemes' rules relevant for Merchants, as specified in the Agreement, the Documentation, or otherwise communicated to the Merchant by the Provider. If Card Data must be stored in the Merchant's systems, the Merchant is obliged to register with the Card Schemes, obtain certification where required, and regularly, at least once a year, provide the Provider with confirmation of such registration and certification. The Merchant is responsible for the overall protection of data obtained, managed, maintained, or transmitted to the Provider via the Internet or through other communication channels. The Merchant shall be liable for any damage or loss arising from a breach of these obligations and undertakes to indemnify the Provider for any damage, loss, and sanctions (fines) imposed by any Card Scheme on the Provider.
- 8.5 The storage of Card Data is regulated by PCI DSS requirements, which must always be complied with. The Merchant is not entitled to store any Card Data without the prior written consent of the Provider. If the Merchant intends to store Card Data in its IT systems or otherwise, the Merchant is obliged to inform the Provider of such intention in writing and in reasonable advance. The Provider may grant consent to the storage of Card Data only if the Merchant fully complies with PCI DSS requirements. Based on the information provided by the Merchant, the Provider shall deliver a PCI DSS questionnaire to the Merchant. The Merchant, in view of the intended storage of Card Data, shall fully and accurately complete the questionnaire and deliver it to the Provider's registered office within 10 Business Days. At the request of the Provider, the Merchant shall confirm the accuracy and completeness of any information provided regarding the storage of Card Data by the Merchant and shall also provide any other information reasonably requested by the Provider for the purpose of confirming the Merchant's compliance with PCI DSS requirements. Failure to meet this obligation shall be deemed a material breach of the Agreement and shall entitle the Provider to immediate termination of the Agreement.
- 8.6 The Merchant is obliged, upon written request from the Provider or a request sent by e-mail, to provide the completed PCI questionnaire. Such a questionnaire must be signed and delivered by the Merchant to the Provider's registered office within 10 Business Days of receipt of the request from the Provider. Failure to meet this obligation shall be deemed a material breach of the Agreement and shall entitle the Provider to immediate termination of the Agreement.
- 8.7 If the Merchant intends to use a contractual partner for the performance of the Agreement (in particular for accessing, storing, transmitting, or processing Card Data), the Merchant is obliged to obtain the Provider's prior consent. The Provider shall approve the involvement of a contractual partner only after such partner has been registered with the Card Scheme and only if the partner complies with PCI DSS requirements and holds PCI DSS certification.
- 8.8 The Merchant shall be obliged to contractually ensure compliance with the obligations and requirements set out in Section VIII of these T&C, also by contractual partners pursuant to Section 8.7 of these T&C, and shall be liable for their actions as if performed by the Merchant.
- 8.9 In the event of an investigation of the Merchant by competent authorities pursuant to applicable laws, the Merchant shall provide full cooperation until the investigation has been fully completed.

IX. INFORMATION OBLIGATION / SPECIAL PROVISIONS

- 9.1 The Merchant's personal data and other data required by the Provider must be stated completely and accurately in the Application for the Service and subsequently in the Agreement. The Merchant shall, without undue delay, notify the Provider of any changes to the data previously provided to the Provider in connection with the Services, in particular:
 - a) change of legal form or change in company registration details;
 - b) change of address and/or bank account;
 - c) change of status of a politically exposed person;
 - d) change of Ultimate Beneficial Owner specified in the Agreement;
 - e) changes relating to the disposal of the company (Merchant);
 - f) change of ownership of the Merchant;



- g) changes to the statutory body or members of the statutory body of the Merchant and other persons authorized to act on behalf of the Merchant, shareholders (including silent partners) of the Merchant;
- h) material change in the type of goods or services offered;
- i) change of business activity;
- j) change of business name, initiation of merger, amalgamation, division, transfer of enterprise or part thereof, or other form of corporate restructuring, registered office address or business premises;
- k) insolvency or impending insolvency or the fact that a petition for bankruptcy, restructuring, or settlement proceedings has been filed; and
- l) planned or actual termination of business.

9.2 The Provider shall be entitled to suspend the execution of payments to the Merchant until the accuracy and completeness of the information provided by the Merchant pursuant to the preceding clause have been verified. This entitlement may be exercised from the moment the Provider becomes aware of any discrepancy in the Merchant's data.

9.3 At the Provider's request, the Merchant shall provide, prior to the conclusion of the Agreement as well as during the term of the contractual relationship, any information or documents required by the Provider for the purpose of assessing the Merchant's financial and contractual status (in particular copies of extraordinary and/or ordinary financial statements, an extract from the relevant register in which the Merchant is or is to be registered, the articles of association or memorandum of association, a bank statement, copies of identity documents of persons authorized to act, and information on the ownership and management structure). The documents shall be submitted to the Provider in the form of certified copies, unless otherwise specified, and primarily in the Czech or Slovak language. The Merchant hereby acknowledges that if cooperation is not provided, the Provider may refuse to enter into or may terminate the Agreement with the Merchant.

X. LIMITATION OF LIABILITY

10.1 The Provider shall be liable for direct damages caused by a breach of its obligations under the Agreement, but shall not be liable for any lost profits, lost revenues, lost income, loss of business opportunities, loss of reputation or goodwill, loss of data, opportunities, or for any other special, indirect, or consequential damages or losses. Liability for damages (except as provided in the following clause) shall be limited to the lesser of: (i) EUR 30,000 (thirty thousand euros); or (ii) the total amount of fees paid and payable by the Merchant to the Provider under the Agreement for the twelve (12) months immediately preceding the date on which the event giving rise to the damages occurred. The Provider's liability shall in all cases be limited to damages that are reasonably foreseeable and directly caused by the Provider or its subcontractor. The Parties acknowledge the maximum amount of damages specified above.

10.2 Nothing in this Agreement shall exclude or limit the Provider's liability for (i) willful misconduct, or (ii) fraud or fraudulent misrepresentation.

10.3 Unless expressly stated otherwise in this Agreement, all warranties and conditions, whether express, statutory, or implied, are excluded to the fullest extent permitted by law.

XI. TERM AND TERMINATION OF THE AGREEMENT

11.1 The Agreement is concluded for an indefinite term. Either Party may terminate the Agreement by written notice with a notice period of 30 days. The Parties expressly agree that the notice period set out in this Section of the GTC shall not be subject to the notice period pursuant to Section 33(3) of the Payment Services Act (ZoS). The Agreement shall automatically terminate, without any right to compensation for any potential damages, if the Provider ceases to be a member of the Card Schemes, within the period specified in the notice of such fact delivered to the Merchant. If the Provider ceases to be a member of one specific Card Scheme, the Provider shall cease providing the Services with respect to that particular Card Scheme, without any right to compensation for any potential damages.

11.2 The Provider shall be entitled to immediately terminate the Agreement in the event of a material breach by the Merchant, including but not limited to:



- a) failure to comply with the conditions for Card Acceptance, card verification requirements prior to acceptance, or other obligations relating to Card Acceptance set out in the Documentation;
- b) withdrawal of the consents granted by the Merchant to the Provider under the Agreement;
- c) failure to meet the collateral requirement;
- d) an increase in the number of Claims by more than 5% of the Merchant's total number of Transactions over a period of 1 month compared to the number of Claims recorded in the previous month;
- e) if facts become known concerning the Merchant (including persons directly or indirectly managing the Merchant or benefiting from its activities), as a result of which it cannot reasonably be expected from the Provider to continue providing Card Acceptance services to the Merchant, or if the Provider's performance of the Agreement would be contrary to legal regulations. Such facts shall include, in particular, false or incomplete information provided in the Application for the Service, or failure by the Merchant to provide information to the Provider for the purpose of fulfilling the Provider's obligations in the area of compliance with anti-money laundering regulations in relation to the Merchant, or failure to provide or update other information specified in the Agreement;
- f) the Merchant is insolvent, or a petition for bankruptcy, restructuring, or settlement proceedings has been filed against the Merchant;
- g) the Merchant revokes the authorization to perform direct debit authorized under the Agreement, or repeated failure to make payments occurs due to insufficient funds;
- h) the Merchant fails to pay or is in default with the payment of due obligations to the Provider for a period exceeding 30 days;
- i) the number of Chargebacks from the Merchant exceeds 0.75% of the total number of Transactions during a single calendar month;
- j) the total amount of Chargebacks from Issuers exceeds EUR 1,000 (one thousand euros) per month;
- k) the number of Chargebacks related to the Merchant is, based on the Provider's reasonable assessment, unreasonably high;
- l) the amount of payments made using stolen, lost, or counterfeit Cards is, in relation to the Merchant's business, unreasonably high based on the Provider's reasonable assessment;
- m) the Merchant submits Transactions without Authorizations without the Provider's prior written consent;
- n) at least one Card Scheme requires the Provider to suspend Card Acceptance on the part of the Merchant, or a change in the rules of the Card Schemes requires termination of this Agreement;
- o) activities of the Merchant that may cause damage or harm to the good name and reputation of the Provider or any Card Scheme;
- p) the Merchant requests refunds for Transactions that are not based on any submitted turnovers or other Transactions;
- q) the Merchant changes its product range in such a way that, even with reasonable consideration of the circumstances on the Merchant's side, it cannot reasonably be required of the Provider to continue the contractual relationship with the Merchant and perform the Agreement;
- r) there is suspicion of money laundering or financing of terrorism;
- s) the result of the Merchant's credit assessment and creditworthiness is negative (e.g., the Merchant has tax arrears or is on the tax authority's blacklist);
- t) the Merchant fails to provide proof of compliance with PCI DSS, as amended, within 6 (six) months from the date the Provider notifies the Merchant of non-compliance with PCI DSS;
- u) failure to provide cooperation under the AML Act;
- v) In other cases under the Agreement; or
- w) a breach of any other obligation under the Agreement, if not remedied within an additional period of 15 days after delivery of a notice to remedy; sending such notice shall not be a condition for immediate termination of the Agreement in cases considered a material breach of the Agreement.

11.3 In the event of the fulfillment of any condition that would entitle the Provider to terminate the Agreement, the Provider shall be entitled to suspend the provision of Services under the Agreement, and/or require collateral, and/or require an increase of the funds in the Reserve Account, until the Provider decides otherwise.

11.4 Upon termination of the Agreement, the Merchant shall be obliged to remove all references to Card Acceptance from its business premises, catalogues, websites, and other media. The Merchant shall further be obliged to return to the Provider all forms, receipts, other documents, installation and promotional materials provided by the Provider, or provide the Provider with a written confirmation of the irreversible destruction of the above-mentioned documents.

The fees set out in this Annex shall apply unless an individual amount is agreed in the Application for Service.

The transaction fee under the Schedule of Fees consists of three components, and its final amount is not known in advance. Components No. 1 and 2 may be changed at any time, depending on the decisions of Mastercard and VISA, and shall take effect on the date of notification to the Merchant.

Components of the fee:

1. Interchange Fee
2. Card Scheme Fee
3. Provider's Fee (Acquirer Fee)

Card Scheme	Country of Card Issuer	Type of Payment Card	1. Interchange fee % of the Transaction Amount	2. Card Scheme Fee		3. Provider's Fee
				Fixed amount per Transaction	% of the Transaction Amount	
VISA	Domestic	Debit	0.20%	CZK 0.277	0.1080%	1.00%
		Credit	0.30%	CZK 0.277	0.1130%	
		Business	Actual value	CZK 0.277	0.1130%	
	European Union	Debit	0.20%	CZK 0.497	0.1280%	
		Credit	0.30%	CZK 0.497	0.1330%	
		Business	Actual value	CZK 0.497	0.1330%	
	Other countries	Debit	Actual value	CZK 2.756	0.5780%	
		Credit	Actual value	CZK 2.756	0.5830%	
		Business	Actual value	CZK 2.756	0.5830%	
Mastercard	Domestic	Debit	0.20%	CZK 0.260	0.1560%	
		Credit	0.30%	CZK 0.260	0.1560%	
		Business	Actual value	CZK 0.260	0.1560%	
	European Union	Debit	0.20%	CZK 0.260	0.2560%	
		Credit	0.30%	CZK 0.260	0.2560%	
		Business	Actual value	CZK 0.260	0.2560%	
	Other countries	Debit	Actual value	CZK 3.875	0.6560%	
		Credit	Actual value	CZK 3.875	0.6560%	
		Business	Actual value	CZK 3.875	0.6560%	

Refund / Return – all types of Payment Cards regardless of the Card Scheme and the Card Issuer's country:

Interchange fee: Actual value (refund of fee to Merchant)
 Scheme fee: CZK 6.78 per Transaction (charged to the Merchant)
 Provider's fee: CZK 0.75 per Transaction (charged to the Merchant)