



## EDENRED CZ GENERAL TERMS AND CONDITIONS

### Introductory Provisions

These General Terms and Conditions (the "Terms and Conditions") stipulate parties' rights and obligations resulting from contract between Edenred CZ s.r.o., company reg. no.: 247 45 391, registered office in Prague 8, Pernerova 691/42, postcode 186 00, registered in the Commercial Register maintained by the Municipal Court in Prague, section C, file 170804 (the "Supplier") and the Customer (both collectively the "Parties"). The manner of conclusion of the contract are described below.

The Terms and Conditions stipulate the rights and obligations of the Parties unless the contract or other written arrangement between the Parties stipulates otherwise.

### Rights and Obligations of the Parties

These Terms and Conditions and their relevant provisions apply, with the necessary modifications, to separately issued Ticket Restaurant® Cards or Edenred Benefits Cards over the time these cards are in circulation or are being issued.

The Supplier is obliged to supply the Customer with vouchers secured against counterfeit, upon the customer's order; vouchers are paper vouchers Ticket Restaurant®, Edenred Sport & Culture, Edenred Academica, Edenred Medica, Edenred Junior, Edenred Holiday, Edenred Compliments, Edenred Clean, and Edenred Multi (the "Vouchers"). Vouchers also include the electronic Ticket Restaurant® voucher on Ticket Restaurant® Card or Edenred Card (the "TRC" and the "EC") and the electronic Edenred Benefits voucher on Edenred Benefits Card or Edenred Card (the "EBC" and the "EC").

The user may use each Voucher at the Supplier's contracted partners' establishments, which are usually identified with the logo symbolising the possibility of using the Voucher with the Supplier's contracted partner and listed on the Supplier's website.

Edenred card (the "EC") is a multifunctional prepaid card issued by PrePay technologies Ltd., registered under number 4008083 in England and Wales, registered office at 3 Sheldon Square, 6th Floor, London W2 6HY, United Kingdom ("PPS") under a Mastercard license with a personal identification number (PIN) that can hold up to two digital wallets – luncheon voucher wallet (TR) and leisure time wallet (EB). Edenred Card is a personalized card on the Card Holder's name, facilitating both contact and contactless payments on payment terminals.

Edenred Benefits (the "EB") is a digital leisure time wallet on Edenred Card that facilitates cashless payments for goods and services for the purposes pursuant to section 6(9)(d) of the Income Taxes Act, as amended. The separately issued Edenred Benefits Card (also as the "EBC"), issued in previous periods, is also understood as Edenred Benefits wallet. Funds charged in the digital EB wallet are not e-money in the meaning of Act no. 370/2017 Sb., the Payment services Act. EB wallet payments are limited to a daily sum of CZK 20,000; this does not apply to separately issued EBC cards.

Ticket Restaurant® (the "TR") is a digital meal voucher wallet that facilitates making payments for the price of meals or food for direct consumption or part thereof. The TR digital wallet must not be used for payments for tobacco or alcoholic products. Funds charged in the digital TR wallet are not e-money in the meaning of Act no. 370/2017 Sb., the Payment Transactions Act. The separate Ticket Restaurant® Card, issued in previous periods, is also understood as TR. TR wallet payments are limited to a daily sum of CZK 2,000 and a maximum limit for one payment is CZK 500.

Benefity Café shall mean an online system for the administration of employee benefits (cafeteria).

### Conclusion of the Contract

The Supplier provides his services on the basis of a contract. The Customer may send the Supplier a purchase order, which is considered to be a draft contract and becomes binding once it reaches the Supplier.

The Supplier reserves the right to refuse the order within 7 working days if the order is placed by a Customer which has breached his obligations owed to the Supplier or fulfilling the purchase order is contrary to legal regulations.

The contract between the Supplier and the Customer can be concluded in following ways:

- a) in a documentary form where it is agreed by the parties or required by the Supplier; or
- b) by confirmation of the Customer's order if such confirmation is expressly required by the Customer; or
- c) impliedly at the moment of the initiation of the performance in accordance with the Customer's order placed via the Supplier's electronic purchase order form; or
- d) the Supplier sending the Customer a written offer and the Customer confirming the same in writing, with email confirmation also being considered as a confirmation made in writing.

### Ordering and Delivering Paper Vouchers

Where (a) or (d) of the previous clause is the case, the Supplier does not start performing the contract and/or the delivery of vouchers based on an order which must be placed by the Customer especially by one of the following means:

- in person at the branch of the Supplier; or
- using the online form at [www.edenred.cz](http://www.edenred.cz); or
- sending an order for Vouchers by email to [objednavky-cz@edenred.com](mailto:objednavky-cz@edenred.com); or
- if the Customer places his order before paying his previous order and the payment is not yet due, the customer acknowledges the ordering procedure will not be the normal procedure (but will be performed through the Supplier's call centre on the phone number: 234 662 340) and whether fulfilling the order is started or not depends on the Supplier's decision.

A lump-sum fee of CZK 50 without VAT is charged for each order placed in person, telephone, data box, email or fax. No fee is charged for orders placed through the online form available at [www.edenred.cz](http://www.edenred.cz).

An order becomes binding on the day it reaches the Supplier. If the Customer cancels a purchase order which the Supplier has started performing, the Supplier may charge the Customer a cancellation fee at 4% of the purchase order's volume.

Voucher deliveries are made by:

- in person – the Customer may pick up the vouchers in person at the supplier's branch offices based on the payment in cash or based on the proof of effected payment and must present his proof of identity and the person acting on behalf of the customer must prove the authorisation if so requested by the supplier;
  - post – using a postal service provider (nationwide);
  - courier – using a courier service on the territory of the capital city of Prague.
- Unconsumed Vouchers may be returned for refund if delivered to the Supplier no later than 15 calendar days after their expiration.

The Supplier may charge the Customer a shredding fee at 4% of the volume of the returned Vouchers (but no less than CZK 100) unless otherwise specified in the Pricelist.

Paper Vouchers have their expiration date shown on the front side. Paper Ticket Restaurant® Vouchers are valid from 1 October to 31 December of the following calendar year. Paper Edenred Benefits Vouchers are valid for 21 months, from 1 April to 31 December of the following year.

### Wallet Funds Expiration

The Edenred Card, TRC and EBC are valid for 36 or 60 months. Date of expiration is indicated on the front side of the card. The funds credited to the TR wallet on the EC or to the TRC shall be valid until 31 December of the given calendar year if credited in the period between 1 January and 30 September of the given calendar year, and shall be valid from 1 October of the given calendar year until 31 December of the following calendar year if credited in the period from 1 October to 31 December of the given calendar year. The funds credited to the EB wallet or to the EBC are valid for 24 months from crediting. The funds cannot be used after expiration of this period.

The EC, EBC and TRC cards function as prepaid cards, that is, a payment made with the card reduces the balance in the wallet. The value of the transaction cannot be higher than the balance in the wallet.

EC, EBC and TRC cards cannot be used to withdraw cash from ATMs or withdraw cash upon payment at selected establishments (cash back). Exchange of the electronic funds for cash is not possible. The electronic funds will always be in the statutory currency of the Czech Republic.

Receiving an order from the Customer the Supplier arranges for the distribution of the EC, EBC or TRC to the Customer's employees (the "Card Holders"). The EC is a personalised card and bears the Card Holder's identity.

The Customer must provide the Supplier with the names, surnames, email addresses and dates of birth for all his employees who are to receive the card. This information is necessary for the card to be issued.

### Common Provisions for Edenred Cards

The Supplier may, during the term of this agreement, refuse the Customer's order for charging or recharging cards if the Supplier has outstanding commitment against the Customer.

The Supplier remains the owner of the cards and gives the Card Holders the right to use funds up to the value charged on the card.

All the rights attached to electronic funds, such as the right to be refunded any amount non-consumed, are retained by the Supplier without being transferred to the Card Holders or the Customer.

If a card is about to expire, the Supplier ensures that a new card is issued at the Customer's request made 30 days before the expiration of the original card. The activation of a new card automatically transfers the unconsumed funds to the new card. If an EC is issued after the expiry of the TRC or EBC, the unconsumed funds are transferred to the appropriate wallet on the EC at the request of the Card Holder.



Card Holders may block a lost or stolen card temporarily or permanently by using their online card accounts or the info line. The same channels are available for unblocking. No card that is blocked permanently can be unblocked.

If a replacement card is issued, the balance of the original card as at the day following the day the card is blocked is transferred to the corresponding Edenred Card wallet. The balance on a separate TRC or EBC will be automatically transferred to the replacement TRC or EBC, which will be issued upon the Customer's approval. If an EC is issued as a replacement for a separately issued TRC or EBC, the unconsumed funds may be transferred by the Card Holder from the TRC or EBC to the corresponding wallet on the EC at the Card Holder's electronic request made via the card account on [www.edenred.cz](http://www.edenred.cz).

If a replacement card is issued as a result of the original card being blocked permanently (if lost or stolen, for example), the Card Holder is obligated to pay the fee according to the Price List. The fee for issuing a replacement card may not be paid using the funds charged on the card or credited in the relevant Benefit Café wallet.

#### **Ordering and Delivering Edenred Cards**

The Supplier undertakes to deliver cards to the Customer within 10 working days of being paid for the cards unless otherwise stipulated in the contract. "Being paid" means the crediting of funds to the Supplier's account.

The Supplier ensures activation codes are delivered along with cards. Cards are activated using their activation codes, as stipulated in the card's terms of use (the "Terms of Use") and/or the letter accompanying the card. The Customer must ensure that prior to receiving his card each Card Holder gets acquainted with the Terms of Use and with the conditions of processing personal data of Card Holders.

The Supplier may any time decide on early card expiration in the event of an attempt to use the card for a purpose other than the designated purpose or if suspicion of a crime exists. In such a case the funds on the card expire on the day of the card's early expiration and neither the Customer nor the Card Holder has any right to claim anything because of expired Vouchers.

The EC is issued upon the Customer's interest and order based on the Supplier's approval or upon the Supplier's business decision to cancel separately issued TRCs and/or EBCs or to stop issuing them for the respective Customer.

#### **Recharging TR and/or EB Wallets**

The digital TR or EB wallet is charged upon a written order placed by the Customer by email to [objednavky-cz@edenred.com](mailto:objednavky-cz@edenred.com) or by the online form on [www.edenred.cz](http://www.edenred.cz). Incomplete or incorrect orders may be refused. Refusal of an incomplete or incorrect order is notified by the Supplier to the Customer without undue delay but no later than 2 working days.

The Supplier undertakes to charge the TR and/or EB wallet according to the terms set out in the contract, but no later than five working days of the day the order is paid for by the Customer. If an order is cancelled after the Supplier has started performing the order, the Supplier may charge the Customer a contractual penalty at 4% of the funds to be charged to the wallet.

The digital wallet is active once the funds are credited to the wallet provided the card is activated.

The unconsumed funds in a user's Benefit Café wallet which expire are automatically transferred to the user's EBC or to the relevant EC wallet.

#### **Invoicing Rights and Obligations of Parties**

The Supplier may change the conditions for invoicing and payment. Subject to a change can be any invoice or payment condition agreed by contracting parties (e.g. due date). Supplier is obliged to inform Customer about every change within 14 days before the change comes into force. The Supplier may charge a contractual penalty at 0.05% for outstanding due payment for each day of default.

Invoice is issued to the Customer upon his order and sent electronically free of charge; the Supplier issues a separate invoice for the order for issuing and charging EC and a separate invoice for the order for issuing and charging TRCs and EBCs. Sending paper invoices, if requested, is charged with CZK 50 for each paper invoice. The fee for issuing an EC is governed by the order for recharging funds to the corresponding electronic wallet unless otherwise agreed in writing.

#### **Processing of Personal Data by Parties**

The Customer acknowledges that the Supplier processes personal data, in the position of data controller, in contract performance because the Supplier determines the purpo-

ses and means of processing, i.e. decides what personal data he will process, in what ways and for what purposes. In the position of data controller the Supplier especially processes the identification and contact data of the persons acting on the Customer's side and other data necessary for the performance of the contract with the Customer, such as data necessary to fulfil the order or employee i.e. Card Holder data supplied by the Customer for the contract to be performed. The Supplier processes personal data in the position of Data Controller also where his processing of personal data is based on his legitimate interests, a consent or statutory duties, such as for marketing purpose or for purpose of protecting his claims. Detailed information on the processing of personal data by the Supplier is described in "Personal Data Processing Policy" published on the Supplier's website. Entering into the contract, the Customer confirms that he is acquainted with the Personal Data Processing Policy. The Supplier and the Customer confirm that they are not in the position of joint controllers towards each other.

The responsibility for processing the Customer's and users'/Card Holders' personal data as data controller lies with the Supplier. The Supplier processes personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (the "Regulation"). The Supplier has adopted and maintains appropriate safeguards and security measures within the meaning of Articles 25 and 32 of the Regulation, and keeps them up to date. Detailed information on the technical and organisational measures adopted shall be provided by the Supplier to the Customer upon request.

The full responsibility for the Customer's own processing of personal data in the position of data controller lies with the Customer.

If need be, the Parties must provide each other with all necessary cooperation and any information necessary for compliance with the rights of the data subjects whose personal data are processed by the parties.

The Supplier is entitled to submit identification data and data on creditworthiness, payment morale and credibility of the Customer to REPI Register, which serves to inform about the clients' ability to fulfill their obligations. The Supplier participates in the REPI Register and transmits the data on its debtors to it. Customer data may or will be kept in the REPI Register.

#### **Liability**

If a complaint is filed in respect of the of services provided under these Terms and Conditions, the relations between the Customer and the Supplier are governed by the applicable legal regulations, the Supplier being obligated to respond to the complaint within 30 days and the Customer being obligated to file his complaint as soon as possible after learning about the error but no later than one month after receiving the order.

The Supplier may not be held liable for the quality of any service, goods or other benefit provided through Vouchers by third parties. Any complaint about the quality of such service, goods or other agreed benefit needs to be filed directly with the respective third party.

#### **Final Provisions**

The Terms and Conditions are governed by Czech laws, especially Act no. 89/2012 Sb., Civil Code, as amended. All disputes arising from the contract and these Terms and Conditions are to be primarily dealt with amicably; general courts of the Czech Republic have jurisdiction over a dispute which fails to be settled amicably.

The Parties agree that changes to these Terms and Conditions and the Price List may be effected as follows: the Supplier may propose changes, in particular in connection with changes in legal regulations or the business conditions in the relevant markets, in order to improve the quality of the service provided to customers and taking account of the Supplier's business goals. Changes to the Terms and Conditions or the Price List must be notified by the Supplier to the Customer's email specified in the contract, no later than 14 days prior to the date the change is expected to take effect. Unless the Customer rejects the proposed change in writing no later than the last business day prior to the expected date of effect, the Customer is conclusively presumed to consents to the change. The Parties have the right to terminate the contract by notice if a change to the Terms and Conditions or the Price List is rejected by the Customer in writing. This provision also applies to changes to the Price List.

Sections 556(2), 558(2), 564, 1740(3), 1751(2), 1752(2), 1799, 1800, 1978(2), 1805(2) and 2050 of Act no. 89/2012 Sb., Civil Code, as amended, are excluded from the contractual relation between the Customer and the Supplier. For the avoidance of doubt it is made clear that no obligation under this Contract is a fixed obligation under Section 1980 of the Civil Code.

These Terms and Conditions take effect on 3 August 2020.