

## Conditions of Acceptance

### I. DEFINITIONS

**Beneficiary** denotes a person who, on the basis of their employment for the Client or on any other legal grounds, is authorised to use a Benefit whose value will be covered by any of the methods specified in GBTC.

**Benefit** generally means goods or services paid for in any of the ways defined in the GBTC.

**Price List** denotes Pluxee's relevant price list (or price lists) regulating the consideration Pluxee is entitled to in exchange for brokering the sales opportunity or provision of Benefits to the Beneficiaries under the conditions specified in GBTC. The version of the Price List as in force on the date of establishment of the Agreement is provided under [Annex 1 of the GCTs](#).

**Holder** means an individual authorised to use an Electronic Card based on an agreement with the Client.

**Electronic card** means Card Gastro, Card Flexi or Card Multibenefit.

**Pluxee Partner portal** means a secure internet portal available at <https://partner.pluxee.cz> after the user name and the Partner password have been entered.

**eVoucher** means an SMS coupon generated from the funds at the leisure activities account; it is possible to provide a part of the leisure activities credit to a third party.

**Card Flexi** stands for a card issued by Pluxee which the Holder uses to pay for non-monetary benefits provided by the employer to an employee or the employee's family members in tax-exempt form under the Income Tax Act. Flexis can be transferred from the Beneficiary to another person subject to specifications and conditions under the Income Tax Act.

**Card Gastro** stands for a payment card issued by Pluxee, which allows the Beneficiary to pay for meals provided by the employer under the Income Tax Act as a non-monetary benefit for employees. Cards Gastro are non-transferable.

**Internet order** means an order of a Benefit in favour of a Beneficiary placed by the Beneficiary on behalf of the Client with a Partner by means of the Partner Internet Shop, where the Benefit shall be paid for via the Cafeteria system payment gateway.

**Partner Internet Shop** means the internet shop of a Partner where it is possible to pay for a Benefit through the Cafeteria system or from the Beneficiary's personal account.

**Account** means an internal register of Partner's receivables maintained by Pluxee, to which payments are credited for the Benefits the drawing of which was implemented by the Partner using the Electronic Card.

**Client** means a person in a legal relationship with a Beneficiary, where the Client has a contract with Pluxee company concerning procurement in drawing Benefits.

**Contact Person** means a person authorised to represent the Partner in all matters associated with performance of this Contract named in the Contract or in the manner defined in Article VI. (7) of the GBTC.

**Card Multibenefit** denotes a plastic card that serves as a technical carrier Card Gastro and Card Flexi making it possible to integrate the implementation of the Card Gastro and Flexi functions within a single card.

**Online Payment** is a means of making payments to a Pluxee Partner portal using a card number Card Flexi/Multibenefit in Pluxee Partner portal and a subsequent entry security code, which is sent to the user's mobile.

**Civil Code** means Act No. 89/2012 Coll., the Civil Code.

**Payment Gateway** means an online environment for making payments with benefits via the internet.

**Conditions of Acceptance** mean the provisions of the GBTC which regulates the obligations of the Partner when accepting individual methods of payment of Benefits according to GBTC including technical conditions stipulated by Pluxee.

**Fee** means a payment or another amount belonging to Pluxee pursuant to the Contract and the respective Price List.

**Voucher** denotes a paper Pluxee voucher in the form of an Voucher Assistance, Voucher Gift, Voucher Flexi, Voucher Gastro. The provisions of these GBTC concerning Vouchers in relation to the Partner always mean the particular Voucher type which the Partner has agreed to accept in the Contract.

**Facility** means the registered office, the place of business or another place where the Partner allows its customers to purchase Benefits. For the current list of the Facilities valid as at the date of the Contract, refer to [Annex No. 2](#) thereto.

**Account statement** means an automatically generated current balance of each Partner's individual Account as of the last day of the period selected for billing.

**Contract** means a Procurement and Cooperation Contract executed in writing or electronic by and between Pluxee and a Partner.

**Contract Documents** is a general term referring to any of the following documents or all of them as the whole - the Contract, the GBTC, and the Price List, including their annexes, amendments and addenda.

**Terminal** denotes a payment terminal installed in a Facility, activated by Pluxee to accept electronic cards. As a term, Terminal also extends to any other technical methods that make it possible to pay for the Benefits using electronic cards (e.g., tablet applications that support NFC-enabled payments or QR code) as long as the methods are accepted by Pluxee.

**ZDP** means Act No. 586/1992 Coll., on Income Tax, as amended.

### II. ALL VOUCHERS

#### 1. Supply of Vouchers

Vouchers shall be delivered by the Partner for settlement and payment to the following address: Centrum načítání, Zelený pruh 1560/99, 140 00 Praha 4.

The Partner hereby agrees to treat the Vouchers as valuables, i.e. to deliver them to Pluxee in a manner appropriate for posting valuables. In the case of delivery of a Voucher by post, the Vouchers shall be considered submitted as of the date of the postal stamp.

#### 2. Voucher Billing

In relation to the billing of Vouchers, the Partner is obliged to fill in the form "**Voucher Breakdown List**", , is available in the Partner portal <https://partner.pluxee.cz>; the Partner shall further deliver this form to Centrum načítánítogether with the Vouchers designated for billing. Voucher Breakdown list is also part of the invoice that you will receive by invoicing email or by post.

#### 4. The Partner hereby agrees to update the offers pursuant to Articles 3 and 4 hereof without undue delay to keep them up-to-date under any circumstances. The Partner is obliged to inform Pluxee at the e-mail specified in the Contract for this purpose at least 15 (fifteen) days prior to the planned update of the offer pursuant to Article V (3), so that Pluxee can change the catalogue and communicate the change to its Clients. The catalogue of Benefits available for order directly from the Internet shop of the Partner shall be updated by the Partner directly.

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5. Benefit prices offered through Internet orders will be quoted by the Partner as final prices (including VAT). The Partner is not entitled to increase the Benefit price for the Beneficiary in any manner. The Partner shall be liable to guarantee availability of the Benefits in compliance with their offer published in the electronic system of Cafeteria.
6. Partner hereby agrees to make the prices of the Benefits offered in the form of Internet orders in the period of their inclusion in the Cafeteria system identical to or lower than the prices offered by the Partner outside the Cafeteria system (counter prices).
7. Partner shall be liable to provide to the Beneficiary all other services and communications related to the supplied Benefit as these services are provided to third parties - direct customers of the Partner. The above-mentioned other services include mainly the following: access to customer info line, delivery tracing, sending information about goods shipment, complaint settlement etc.
8. For the purpose of Internet order placement the Partner agrees to publish a note on the web site that availability of the offered goods or services, their prices, method and conditions of delivery and application of the rights following from defect liability are governed by the General Business Terms and Conditions of the Partner.
9. The Partner is entitled to payment of the price of the Benefit from the Client from the moment of the Benefit delivery to the Beneficiary, in the amount published at the moment of the Internet order placement in the Cafeteria system.
10. In the case of termination of a Contract concluded by an Order or Internet Order placement other than by its implementation the Partner shall be liable to immediately return to Pluxee the price of the affected Benefit, by non-cash payment to the bank account of Pluxee, Account No.115-3951750257/0100, or to another account specified by Pluxee for this purpose.
11. The Partner undertakes to ensure that its Benefit range offered within the Cafeteria system will be in accordance with the legal system of the Czech Republic at all times. Fulfilment of the legal obligations related to the offered Benefits, such as the entitlement to sell the Benefits, the eligibility of the Benefits for sale and the fulfilment of specified technical requirements, the liability for damage caused by defective Benefits, the obligations based on price, tax or customs regulations, regulations protecting rights to intellectual property of third parties, as well as the obligations towards the Beneficiaries (Benefit delivery, liability for defects, warranty liability etc.) is an exclusive obligation of the Partner.
12. Pluxee hereby agrees to operate the Cafeteria system to allow for procurement by Internet Order, except for the necessary outages for repairs and updates of the Cafeteria system.
13. Pluxee hereby agrees to pay, on behalf of the Client, the Benefit price to the Partner according to the Partner's entitlement in the sense of Article II. (8), up to the amount reserved by the Client for the purpose of these transactions for the given Beneficiary in the Cafeteria system.
14. Pluxee will keep a record of the open Internet Orders for the Partner.
15. Following billing, Pluxee issues to the Partner an invoice for the Fee. The invoice shall be sent to the Partner electronically.
16. Pluxee shall reimburse the Benefits brokered within Cafeteria systems by non-cash payment to the Partner's bank account stated in the Contract within ten (10) business days.
17. If the Partner is unable to deliver the ordered Benefit to the Beneficiary for a reason on the part of the Beneficiary (such as for the reason of an incorrect address entry or refused receipt) and the goods return to the Partner, the Partner shall be liable to return to Pluxee the price of the goods paid by Pluxee for the Client within 30 (thirty) days from the date of the goods return to the Partner. The other related costs (shipment, transport) shall be borne by the Partner. In the case of goods return more than five times in the course of any three consequent months and in the case of Beneficiaries coming from the same Client the costs mentioned in the previous sentence shall be borne jointly by the Partner and Pluxee and Pluxee shall try to seek remedy at the Client.
18. The Partner hereby agrees to pay to Pluxee a monthly fee in the form of commission for participation in the Cafeteria system in the amount specified in relevant price list as a certain percentage of the total value of the Benefits mediated by Internet Order to the Partner in the given calendar month. The right to the Fee shall be constituted at the moment of the Internet Order placement.
19. The Parties are aware that the Orders and Internet Orders are placed by the Beneficiary in the name and on behalf of the Client and for its benefit in the sense of Section 1767 of the Civil Code. The Partner hereby agrees to arrange for the Beneficiary to be able in the context of purchase in the Internet shop of the Partner to enter data showing that the Internet order is placed on behalf of the Client and the price of the ordered Benefit shall be paid through the Cafeteria system. The Partner at the same time hereby agrees to ensure that the payment system used for the price payment through the Cafeteria system will not allow the Beneficiary to pay the price through the Cafeteria system where the Internet Order does not clearly show that it was placed by the Beneficiary on behalf of the Client. In the case of violation of this liability by the Partner Pluxee cannot guarantee correctness of the payments effected by means of the Cafeteria system.
20. However, without prejudice to Article V. section 3, the title to damages resulting from any breach of the Partner's obligations under this Contract may be also claimed by Pluxee.

### III. HANDLING OF VOUCHERS GASTRO

1. Furthermore, the Partner shall be, at its own discretion, entitled to the following:
  - i. Deliver vouchers in person at Centrum načítání, Zelený pruh 1560/99, 140 00 Praha 4;
  - ii. If a registered customer of MAKRO Cash & Carry ČR s.r.o. ("MAKRO") with a valid customer card registered for the Czech Republic, to deliver the Voucher Breakdown List with the Vouchers for payment in person to the MAKRO wholesale centre commissioned with Voucher collection. The list of these wholesale centres is available on the web site of MAKRO - [www.makro.cz](http://www.makro.cz);
  - iii. If a registered customer of Bidfood Czech Republic s.r.o. ("Bidfood"), to deliver the Vouchers for payment in person for transport to a representative of Bidfood in the context of Bidfood goods distribution to the Facilities of the Partner – in this case the Partner is not obliged to fill out the Voucher Breakdown List.
  - iv. If the "MAKRO" or "Bidfood" options are used, the Partner shall fill-out its invoicing e-mail address and have the electronic invoicing service activated.
2. The Partner is entitled to choose between the following variants of the Voucher payment (the selected variant shall be duly filled out by the Partner in the Voucher Breakdown List with the exception of proceeding pursuant to paragraph II below):
  - i. By non-cash payment to the bank account of the Partner specified in the Contract within five (5) business days from the day of their submission by the Partner together with the duly filled out "Voucher Breakdown List";
  - ii. By means of MAKRO credit after personal delivery of the Voucher Breakdown List together with the Vouchers to be paid out to MAKRO, the credit may be drawn by holders of the MARKO customer card representing the Partner on the basis of the Partner registration with MAKRO;
  - iii. By non-cash payment to the bank account of Bidfood, for the purpose of coverage of existing or potential receivables of Bidfood towards the Partner.
3. In the case of the Voucher payment by MAKRO the Partner hereby agrees to submit Vouchers for payment in a total minimum value of CZK 8,000. In the case of a lower value of Vouchers submitted by the Partner, Pluxee shall deduct an administrative fee of CZK 100 from the amount to be paid out in the case of a Voucher with a value of up to CZK 5,000, or CZK 70 in the case of Vouchers with a value ranging from CZK 5,000 to CZK 7,999.
4. Vouchers submitted at the Centrum načítání. Vouchers will be loaded and invoiced. Pluxee subsequently transfers the funds to the Partner's bank account.

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5. Pluxee shall issue a tax invoice to the Partner. The date of taxable supply for VAT purposes shall be the day of the Voucher processing for payment within the Pluxee system. If no tax invoice is submitted on the Voucher delivery for payment then the Partner shall receive a receipt slip and the tax invoice is sent to it by post or electronically on condition of specification of an e-mail address of the Partner for billing. If Vouchers are submitted for payment to MAKRO, the Partner shall receive confirmation of receipt from MAKRO acting as a representative of Pluxee. If Vouchers are submitted for payment to a representative of Bidfood, the Partner shall receive confirmation of receipt from Bidfood acting as a representative of Pluxee.

#### **IV. HANDLING OF ELECTRONIC CARDS**

1. If the Partner plans to establish a new Facility with a Terminal or to operate a new Terminal in its existing Facility (including replacement of a currently used Terminal), the Partner shall be liable to inform Pluxee in writing without undue delay, and to agree with Pluxee on conditions for its activation.
2. If the Partner intends to cease or suspend its activities in a Facility equipped with a Terminal for more than 30 days, or to cease or suspend acceptance of Electronic Cards for more than 30 days in such a Facility, it shall be liable to inform Pluxee at [info.cz@pluxeegroup.com](mailto:info.cz@pluxeegroup.com) or by phone at +420 233 113 435, and further to agree with Pluxee on conditions for its deactivation.
3. Unless the Partner did so when entering into the Contract, it undertakes, beyond the scope of Annex No. 2, without undue delay upon entering into the Contract, to provide Pluxee with a list of Facilities including terminal TID in electronic form, from which Pluxee shall activate the Terminal for accepting Electronic Cards already installed.
4. The above-mentioned changes or any other changes may be made by the Partner through the portal [ucet.pluxee.cz](http://ucet.pluxee.cz) within available functionalities.
5. If the Partner is convinced that the crediting of its Account does not correspond to the paid Benefit, the Partner may file a complaint against Pluxee; the same shall apply if the Partner is in doubt about the correctness of the regular account of the Account in relation to the Benefits for the given accounting period. For this purpose, the Partner shall be bound to provide Pluxee with evidence of provision of the relevant Benefits.

#### **V. CAFETERIA**

1. In the context of the Cafeteria system, Pluxee shall provide the Partner with procurement services by providing space for an offer under the terms and conditions specified in for the:
  - i. offer of certain Benefits provided by the Partner, in which case Pluxee shall be entitled to send Orders of Benefits to the Partner at the request of the Client, and the Partner hereby agrees to deliver such ordered Benefits directly to the Beneficiaries; or
  - ii. offer of direct access to the Partner's online shop, in which case the Partner hereby agrees to allow Beneficiaries to place online orders for Benefits offered in the Partner's online shop.
2. On the basis of a contract entered into by means of an Order or an online Order, the Beneficiary shall become eligible for the delivery of the ordered Benefit from the Partner.
3. If the Partner chooses procurement by means of online Orders, Pluxee shall receive an electronic list of the Partner's online shops together with a description primarily in Czech (an Offer) at the e-mail address specified in the Contract or before the Contract is entered into. Pluxee shall add the duly submitted offer of the Partner to the Cafeteria system catalogue as of the 1st day of the calendar month following the month in which the offer was received for the Beneficiary to be able to obtain information about the option of direct access to the Partner's online shops for the purpose of placing an online order.
4. In the case of procurement by means of an online order, the Partner hereby agrees to allow the Beneficiaries to place online orders and to pay for the ordered Benefit through the Cafeteria system, whereby the deadlines and delivery method shall be governed by the Partner's rules published in the Partner's online shop at the time that the online order is placed.