

Conditions of acceptance

I. DEFINITIONS

AP means a non-transferable card issued by Sodexo called ActivePass or ActivePass Plus. AP serves for the Beneficiary as a certificate of authorisation for entry into the Partner's Operating Facility for the purpose of sport relaxation and fun activities.

Beneficiary denotes a person who, as part of their employment with the Client or on any other legal grounds, is authorised to use a Benefit, the value of which shall be covered using any of the methods specified in GBTC.

Benefit generally means goods or services paid for in any of the ways defined in the GBTC. Further, it may be a particular list of Benefits provided by the Partner, which is up-to-date upon entering into the Contract and which forms Appendix No. 4 to the Contract.

Price List denotes Sodexo's relevant price list (or price lists) regulating the consideration Sodexo 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 Contract is provided in Annex No. 1 of the GBTC.

Holder means an individual authorised to use an Electronic Card or AP on the basis of agreement with the Client.

Electronic card means GPC and/or the FPC.

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

E-sodexo means a secured internet portal available at www.e-sodexo.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.

FPC is a card called the Flexi Pass CARD issued by Sodexo that serves the Holder for the payment of the price of 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. The FPC may be transferred from the Beneficiary to another person subject to the specifications and conditions under the Income Tax Act.

GPC means a payment card called Gastro Pass Card issued by Sodexo, which allows the Beneficiary to pay for meals provided by the employer under the Income Tax Act as non-monetary benefit for employees. The GPC is not transferable from the Beneficiary to any other person.

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 and paid for by means of the payment gate of the Cafeteria system.

Partner Internet Shop means an internet shop of a Partner allowing Benefit price payment through the Cafeteria system or from the Beneficiary's personal account.

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

Client means a person in a legal relationship with the Beneficiary, whereas the Client has a contract with Sodexo concerning procurement in Benefit drawing.

Contact Person means a person authorized to represent the Partner in all matters associated with performance of this Contract named in the Contract or in the manner defined in Clause **Chyba! Nenalezen zdroj odkazů...**, subcl. 7 of GBTC.

Monthly Summary means an automatically generated (i) ePASS summary for which Validity Confirmation took place successfully in the given month and which Sodexo shall pay to the Partner or (ii) summary of Benefits ordered in Cafeteria system which were successfully provided to the Beneficiary in the given calendar month possibly (iii) summary of accesses into the Partner's Facility in the given calendar month recorded at the Account for AP.

MPC denotes a plastic card that serves as a technical carrier making it possible to integrate the implementation of the GPC and FPC functions within a single card.

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 Cafeteria system.

On-line Payment means a method of implementation of payment by means of a card number and subsequent security code which the user receives to its mobile appliance to E-sodexo.

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

Payment Gate is an on-line environment for implementation of a payment by benefit means 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 Sodexo.

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

Voucher denotes a paper Sodexo voucher in the form of an Assistance Pass, Bonus Pass, Dárkový Pass, Flexi Pass Gastro Pass, Holiday Pass, Relax Pass, Smart Pass or Vital Pass. 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 the Procurement and Cooperation Contract executed in writing by and between Sodexo 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 Sodexo 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 Sodexo.

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

II. ALL VOUCHERS

1. Voucher deliveries:

The Vouchers shall be delivered by the Partner for settlement and payment to the following address: Sodexo Pass Česká republika a.s., Provozní úsek, Radlická 2, 150 00 Praha 5 - Smíchov. Partner hereby agrees to treat the Vouchers as valuables, i.e. deliver them to Sodexo in the manner appropriate for posting of valuables. In the case of the Voucher delivery by post the Vouchers shall be considered submitted already as of the date of the postal stamp.

2. Voucher billing:
As regards voucher billing, the Partner shall be bound to fill in the form “Voucher breakdown list”, which (if not provided as Annex to the Contract, is available at www.e-sodexo.cz; the form is to be delivered to Sodexo along with the Vouchers to be billed. By return of post, the Partner will receive the invoice and the Voucher breakdown list for the next accounting period, which is to be delivered to the Partner address or passed over at an agreed place. Each Partner will be assigned its own unique bar code, which will be included in each Voucher breakdown list.
3. 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 shall be liable to inform Sodexo to the e-mail specified in the Contract for this purpose at least 15 (fifteen) days prior to the schedule update of the offer pursuant to Article V section 3 for Sodexo to be able to 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.
4. Benefit prices offered through 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.
5. Partner hereby agrees to make the prices of the Benefits offered in the form of Orders in the period of their inclusion in the Cafeteria system identical with or lower than the prices offered by the Partner outside the Cafeteria system (counter prices).
6. 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.
7. For the purpose of Internet order placement the Partner hereby agrees to adapt its Internet shop web site for the Benefits payable for through the Cafeteria system to be offered separately from the other goods and services. At the same time the Partner agrees to publish a note on the thus adapted 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.
8. 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 Order placement in the Cafeteria system, or the Internet Order placement.
9. 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 Sodexo the price of the affected Benefit, by non-cash payment to the bank account of Sodexo, account No. 115-3951750257/0100, or to another account specified by Sodexo for this purpose.
10. 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 any time. 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.
11. Sodexo hereby agrees to operate the Cafeteria system to allow for procurement by Order, or Internet Order, except for the necessary outages for repairs and updates of the Cafeteria system.
12. Sodexo hereby agrees to pay for the Client the Benefit price to the Partner according to the entitlement of the Partner in the sense of Article II Section 8, up to the amount reserved by the Client for the purpose of these transactions for the given Beneficiary in the Cafeteria system.
13. Sodexo will keep a record of the open Orders and Internet Orders for the Partner.
14. Following billing, Sodexo issues to the Partner an invoice for the Fee. The Monthly Summary shall be enclosed with the invoice. The invoice shall be sent to the Partner electronically. The day the Monthly Summary generated will be the date of taxable supply for VAT purposes.
15. Sodexo 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.
16. 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 Sodexo the price of the goods paid by Sodexo 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 Sodexo and Sodexo shall try to seek remedy at the Client.
17. Partner hereby agrees to pay to Sodexo 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 order and Internet Order to the Partner in the given calendar month. The right to the Fee shall be constituted at the moment of the Order/Internet Order placement.
18. 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 Sodexo cannot guarantee correctness of the payments effected by means of the Cafeteria system.
19. 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 Sodexo.

III. HANDLING OF GASTRO PASS VOUCHERS

1. Furthermore, the Partner shall be, at its own discretion, entitled to the following:
 - i. To deliver the Vouchers in person to an office of Sodexo;
 - ii. If a registered customer of MAKRO Cash & Carry ČR s.r.o. (“MAKRO”) with a valid customer card registered for the territory of 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;
 - 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 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 section iv 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. In cash on the Voucher handover to Sodexo on condition of fulfilment of the other conditions pursuant hereto;
 - iii. By means of the 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;
 - iv. 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 cash payment for the Vouchers Sodexo will only pay out the specified amount to the below mentioned persons who shall prove their identity with a valid identity card to Sodexo on request:
 - i. Directly to the Partner - natural person - who executed the Contract with Sodexo in his name, on the basis of which he submits the Vouchers for payment;
 - ii. To the statutory body or member of the statutory body of the Partner - corporation - that executed the Contract with Sodexo, on the basis of which he submits the Vouchers for payment, provided that his authorisation is shown by the up-to-date excerpt from the Commercial Register of the Partner (or submitted original copy of a valid decision of the Partner about such authorisation);
 - iii. To the Contact Person; or
 - iv. To the person appointed by Partner for Sodexo as the authorised representative for cash takeover for the purpose of Voucher payment on the basis of power of attorney; the Partner hereby agrees to inform Sodexo about any recall of such a power of attorney without delay;
 4. In the case of the Voucher payment by MAKRO the Partner hereby agrees to submit Vouchers for payment in the total minimum value of at least CZK 8,000. In the case of a lower value of the Vouchers submitted by the Partner Sodexo shall deduct from the amount to be paid out an administrative fee in the amount of CZK 100 in the case of the Voucher value up to CZK 5,000 or CZK 70 in the case of the Voucher value ranging between CZK 5,000 and 7,999.
 5. The Partner shall be further liable to comply with the following rules in the case of cash payments:
 - i. The vouchers shall be paid in bulk up to the maximum amount specified by the financial limits valid for the individual Sodexo facilities,
 - ii. To assure cash availability in the treasury of the Sodexo facility the Partner hereby agrees to report the requirement for cash payment for the Vouchers to the respective Sodexo facility at least one business day in advance if the amount to be paid up is to exceed the limits specified for the individual Sodexo facilities, while the levels of the limits and amounts are available on [website https://cz.benefity.sodexo.com/app/uploads/2018/03/Limity_proplaceni.pdf_Sodexo](https://cz.benefity.sodexo.com/app/uploads/2018/03/Limity_proplaceni.pdf_Sodexo) and in the Sodexo Facilities. Amounts exceeding the above-mentioned limit shall only be paid out by bank transfer.
 6. Sodexo shall issue a tax invoice for the Partner. The date of taxable supply for VAT purposes shall be the day of the Voucher processing for payment within the Sodexo 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 the Vouchers are submitted for payment to MAKRO then the Partner shall receive the receipt confirmation from MAKRO acting as a representative of Sodexo. If the Vouchers are submitted for payment to a representative of Bidfood then the Partner shall receive the receipt confirmation from Bidfood acting as a representative of Sodexo.

IV. HANDLING OF ELECTRONIC CARDS

1. If the Partner plans to establish a new Facility with a Terminal or operate a new Terminal in its existing Facility (including replacement for a currently used Terminal) it is liable to inform Sodexo in writing without undue delay and agree with SCO conditions for its activation.
2. If the Partner is going to stop or interrupt its activity in a Facility equipped with a Terminal for more than 30 days, or stop or interrupt accepting Electronic cards for more than 30 days in such a Facility, it is liable to inform Sodexo in writing - info.cz@sodexo.com or by phone +420 233 113 435 without undue delay and agree with Sodexo the conditions for its deactivation.
3. The Partner undertakes to make sure that for the period of duration of the Contract at least one Terminal allowing payments by Electronic card is operational in each of its Facilities for which accepting of Electronic cards was assigned. If the Partner is unable to meet the above-mentioned obligation for objective reasons then the Partner shall be liable to immediately take all reasonable steps to remedy or overcome such objective circumstances, namely ask Sodexo for activation of the Terminal.
4. Unless the Partner did so when concluding the Contract, it undertakes - beyond the scope of Annex No. 2 - without undue delay upon execution of the Contract, to submit Sodexo a list of the Facilities in electronic manner, in which Sodexo is to activate the Terminal for accepting Electronic cards already installed (including the identification number of the installed Terminal and the identification data of its user).
5. The above-mentioned changes or any other changes may be made by the Partner through the portal www.e-sodexo.cz within available functionalities.
6. 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 Sodexo; the same shall apply if the Partner is in doubts 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 present Sodexo an evidence in terms of the provision of the relevant Benefits.

V. CAFETERIA

1. In the context of the Cafeteria system Sodexo provides the Partner with procurement services by provision of space, under the terms and conditions stipulated in this part, for:
 - i. Offer of certain Benefits provided by the Partner in which case Sodexo shall be entitled to send Orders of Benefits to the Partner on request of the Client and the Partner hereby agrees to deliver thus ordered Benefits directly to the Beneficiaries; or
 - ii. Offer of direct access to the Internet shop of the Partner, in which case the Partner hereby agrees to allow Beneficiaries to place Internet orders of Benefits offered in the Internet shop of the Partner.
2. On the basis of the contract executed by means of the Order or Internet Order the Beneficiary shall become eligible for the delivery of the ordered Benefit from the Partner.

3. If the Partner chooses in the Contract procurement by means of Orders Sodexo shall receive from the Partner an electronic list of the offered Benefits (the Offer) to the e-mail specified in the Contract on or before the Contract execution. The offer will also include the price of the Benefits that will be final and complete with costs of transport of the Benefit to the Beneficiary within the Czech Republic. In the case of an Internet Order the price of the goods delivery shall be governed by the rules of Internet trade. Contracts. Sodexo shall include the duly submitted offer of the Partner to the Cafeteria system catalogue as of 1st day of the calendar month following after the month in which the offer was received for the Beneficiary to be able to simply and comprehensibly enter the requirements for the Benefit Order within the Cafeteria system.
4. If the Partner chooses in the Contract procurement by means of Internet Orders Sodexo shall receive an electronic list of the Internet shops of the Partner together with their description primarily in the Czech language (the Offer) to the e-mail specified in the Contract on or before the Contract execution. Sodexo shall include the duly submitted offer of the Partner to the Cafeteria system catalogue as of 1st day of the calendar month following after 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 Internet shops of the Partner for the purpose of placing an Internet order.
5. In the case of procurement by means of Internet order the Partner hereby agrees to allow the Beneficiaries to place the Internet order and pay the price of the ordered Benefit through the Cafeteria system, whereby the deadlines and delivery method shall be governed by the Partner Rules published in the Internet shop of the Partner at the moment of the Internet order placement.

VI. EPASS

1. Prior to accepting an ePass, the Partner shall check its genuineness and validity through the central Sodexo server ("Sodexo Server"), to which the Partner has a limited access; namely, it is necessary to obtain the Validity Confirmation upon entering the unique 10 digit and time limited Sodexo server code available at <http://partner.mojebenefit.cz>, or in the case of a registered mobile phone, through an SMS sent to the phone number +420 773 787 979. By the validity confirmation Sodexo checks the genuineness of the ePASS and gives instruction to the Partner to provide the Benefit connected with the given ePASS to the Beneficiary; by the validity confirmation the ePASS will be automatically made invalid for any other use. The Partner hereby agrees to only accept ePASS before its validity expiry.
2. Partner hereby agrees to only access the Sodexo Server with its unique user name and password provided to the Partner by Sodexo.
3. The Partner is not entitled to use its access to the Sodexo Server for any purpose other than checking the validity and genuineness of ePASSes. The Partner shall not be entitled to perform any system interventions with any software installed on the Sodexo Server.
4. The Partner hereby agrees to accept ePASS as payment of the prices of Benefits and provide Benefits to the Beneficiaries in return for the ePASS in the value corresponding to the total nominal value of the ePASS. The nominal value of the ePASS corresponds to the usual price of a Benefit charged by the Partner to its customers for identical Benefits in the valid currency.
5. Sodexo hereby agrees to operate an electronic system allowing for ePASS function, including the possibility to obtain the Validity Confirmation for the particular ePASS.
6. Sodexo shall provide the Partner with direct access to the Sodexo Server to be able to verify the genuineness and the validity of an ePASS as well as access to the electronic Account pursuant to Article **Chyba! Nenačten zdroj odkazů.**
7. Sodexo hereby agrees to assure for the Partner 24/7 access to the Sodexo Server, except for the necessary outages for repair and updates of the Sodexo Server.

VII. ACTIVE PASS

1. The Partner is entitled to offer and provide the Beneficiaries the categories of Benefits as per "Active Pass Service + Price List" annex. The Beneficiary is entitled to use the AP in any Facility per day and only for one entry per day; the Beneficiary may also have a limited access in a certain period of time if specified in the AP Service + Price List annex. The Partner undertakes to ensure compliance with these limits. The User is obliged to adhere to the operating rules/rules of the Facility of the Partner and/or the building in which the Facility of the Partner is situated. The Partner shall be entitled to request from the Holder an additional fee only if specified so in the Active Pass Service and Price List annex.
2. Sodexo undertakes to allow the Partner to accept AP cards no later than 14 days after signing the Contract. Upon signing the Contract, the reader needed for acceptance of entries via the AP card shall be delivered to the Partner. By handover to the Partner, the Partner becomes the owner of the reader. If the Partner does not have access to the e-sodexo.cz portal, the access information will be sent to the e-mail address specified in the Contract. The Partner that already has the access to the e-sodexo.cz portal will now also be able to accept AP cards.
3. The Partner agrees to accept entries through the partner portal e-sodexo.cz. The requests for entry can be sent to the partner portal e-sodexo.cz by means of AP card via a reader device (hereinafter the "reader") or by sending a request from the user's mobile application.
4. When loading an entry requested via AP card and mobile application, it is necessary to have a reader connected and to ensure compatibility of the version of the Internet browser and of the operating system installed in the device:
 - a) Computers:
 - i. Browsers Google Chrome and Mozilla Firefox and their updated versions with Windows 7, Windows 8, Windows 8.1 or Windows 10.
 - ii. Mozilla Firefox of the latest version 52 ESR with Win XP and Vista (provided the latest service pack for the operating system is installed). Current versions of Mozilla Firefox are not supported with this operating system.
 - iii. Opera of the latest version 36 with Win XP and Vista and (provided the latest service pack for the operating system is installed). Current versions of Opera are not supported with this operating system.
 - iv. Google Chrome version 50 with Win XP and Vista (provided the latest service pack for the operating system is installed). Current versions of Google Chrome are not supported with this operating system.
 - v. Mozilla Firefox browser and Linux operating system, provided it is tested on the device.
 - vi. Google Chrome browser with macOS operating system.. It is necessary to recognize the reader correctly the first time it is connected. Cannot be used in combination with Safari.
 - vii. Only Czech/English keyboard language is required.
 - b) Tablets:
 - i. Can be used on the Android. The tablet must have Google Chrome installed from Google Play. The tablet must be equipped with an accumulator or an active power strip to recharge the reader. The reader must indicate its activation when connected to the phone.
 - ii. Cannot be used on the Java ME operating system.
 - iii. Cannot be used on the Symbian
 - iv. Cannot be used on the Windows Mobile
 - v. Cannot be used on the iOS
 - vi. Cannot be used on the BlackBerry

- vii. Cannot be used on the Windows Phone
- viii. Cannot be used on the Kindle
- ix. Cannot be used on the Opera.
- c) Mobile phones
 - i. Can be used on the Android. The mobile must have Google Chrome installed from Google Play. The mobile phone must have an adapter to connect the reader. The mobile phone must be equipped with an accumulator to recharge the reader. The reader must indicate its activation when connected to the phone.
 - ii. Cannot be used on the Java ME operating system.
 - iii. Cannot be used on the Symbian
 - iv. Cannot be used on the Windows Mobile
 - v. Cannot be used on the iOS
 - vi. Cannot be used on the BlackBerry
 - vii. Cannot be used on the Windows Phone
 - viii. Cannot be used on the Kindle
 - ix. Cannot be used on the Opera.
- d) Dotykačka device
 - i. Can be used on the Android s with the Google Chrome. The Dotykačka device is pre-installed with a different browser so it is necessary to install the Google Chrome via Google Play. In new Dotykačka devices the access to the Google Play is blocked by the manufacturer so it is necessary to reload the serial number. To do so, follow the instructions for serial number reloading available on the Dotykačka website or in service centres. The small 7" Dotykačka device must be connected to the power source to recharge the reader continuously.
 - ii. Cannot be used on the Opera Mini.
 - iii. The reader is connected via USB port, no installation required. The connection to the computer via the USB port is indicated with red light. Wait until the device is recognised. After that the device is ready to read AP cards.
 - iv. If you have problems when loading the data of your card, we recommend that you check the following:
 - A) Check for browser updates - Google Chrome or Mozilla Firefox, Opera, Internet Explorer is recommended (for WinXP, Vista there are limitations in the browser version mentioned above).
 - B) Check your Internet connection.
 - C) Clear the browser cache - clear browsing data (browsing history, download history, cookies and other data, images and cached files - DO NOT delete the stored passwords).
 - D) Disconnect the reader from the USB port, then connect again and wait for the device to be recognized (plug into another USB port). Successful connection is indicated with a red LED indicator. Check that the USB connection is correct, there must be firm, stable connection.
 - E) Log out, then log in again on www.e-sodexo.cz.
 - F) Check the keyboard language: only Czech or English keyboard is compatible, the system cannot be used with e.g. a Slovak keyboard.
- 5. The AP Service is not transferable and is issued to a particular Holder. The Partner hereby undertakes to verify the identity of the authorized person by means of an identity verifying document before entering the Facility. The Service may be used solely by the Holder shown in the e-sodexo.cz system when the card is loaded. Allowing any use of the Service by an unauthorized person is considered a gross breach of the Contract, see the GBTC (add the reference identifying where the notice is explained). AP entries may be loaded through AP card or AP mobile application (hereinafter the "MAAP"). The Partner hereby acknowledges that acceptance of AP entries may only be made on-line via the e-sodexo.cz portal. Entries registered by other means will not be reimbursed.
- 6. The Partner undertakes to adhere to the following obligations when accepting AP:
 - a) The entry shall be allowed solely to verified Holder as shown in the e-sodexo.cz system, the identity must be verified.
 - b) If the compared data is not identical, the Partner is obliged to retain possession of the AP card; in the case that the card is used anyway, this must be advised to Sodexo at info@activepass.cz.
 - c) When accessing the AP system, the Partner undertakes not to use/not to allow using of any services other than those specified in the Contract.
 - d) Furthermore, the Partner undertakes - beyond the scope of its obligations pursuant to above-mentioned letters i. through iii. - that entry to their Facilities will be denied if:
 - e) the AP card produced is invalid or has clearly been altered, counterfeited or tampered with in any other illegitimate manner,
 - f) the Holder, when requesting their entry through their AP card, refuses to submit their identity card if requested by the Partner,
 - g) the Holder shown in the e-sodexo.cz system is not the same person as the one requesting the entry. The Partner shall be bound to report such a case without delay to Sodexo at info@activepass.cz. In case of attempt for unauthorised access by means of AP card, the Partner is obliged to withhold the AP card.