

Rules of Cooperation in the scope of Payment Instruments Acceptance

- §1 1.1 The Merchant may accept Payment Instruments specified in Appendix 1.
- 1.2 A person processing Payment Transaction will accept payment by means of a Payment Instrument regardless of the amount of the payment transaction.
- §2 2.1 Only transactions processed by POS Terminals and/or software with a certificate of compliance with the eService system and processed by the Merchant in accordance with the terms set forth herein and in compliance with the "POS Terminal Instruction Manual" constitute the basis for the payment of amounts due to the Merchant in respect of the delivered goods and services and the cash drawn.
- 2.2 In the performance of this Agreement, the Merchant will use solely POS Terminals, software and consumables approved or delivered by eService.
- §3 3.1 The Merchant will properly display emblems stating the type of Payment Instrument accepted in the Outlets specified in Appendix 2 to the Agreement. Proper display means placing the emblems in a location clearly visible to the Payment Instrument user.
- 3.2 The Merchant does not acquire any intellectual property rights to signs or emblems on Payment Instruments made available to it by eService for the performance of the Agreement.
- §4 4.1 The person processing a Transaction, before carrying it out, will each time verify the Payment Card by checking: a) its expiry date, b) features characteristic for a given Payment Card system, c) whether the given Payment Card bears obvious signs of being counterfeited or having been tampered with, d) whether the letters and figures embossed on the Payment Card, which should be in one straight line, are not uneven, e) whether the four digits printed above or below the Payment Card number (if present on such card) are the same as the first four digits of the Payment Card number, f) whether the hologram (if used on the Payment Card) has the pattern proper for the given system, the three-dimensional effect, produces colorful reflections and whether it is possible to catch its edge with a fingernail, g) whether the specimen signature strip features the word VOID meaning that the payment card is invalid, h) whether the Payment Card is signed (if there is a place for a signature) and whether the specimen signature strip shows signs of signature removal or tampering, is scratched or smudged and whether the strip's edge can be caught with a fingernail, i) whether the Payment Card is not damaged, cracked, cut, broken and whether the overall appearance of the Payment Card gives rise to any doubts.
- If any of the above-mentioned irregularities are confirmed, refrain from proceeding with the transaction and without returning the card to the user contact the eService Merchant Service Center, giving the password "code 10". The password "code 10" means no possibility to disclose information openly. An eService Merchant Service Center employee will ask several questions regarding the client and contact the bank which issued the Payment Card. Subsequently, will provide instructions as how to proceed further.
- 4.2 The person processing a Transaction will ensure that the printout from the POS Terminal is legible (all elements of the printout, specified in Section 11.4 b, must be legible) and compare the Payment Card number from the printout from the POS Terminal with the number on the Payment Card. In the case of electronic Payment Cards, the Payment Card number may be not printed or only partially printed. If an irregularity is discovered, it is absolutely necessary to invalidate the transaction (in the case of obtaining Transaction Authorization) and, without returning the Payment Card to the user, contact the eService Merchant Service Center, giving the password "code 10" to obtain further instructions.
- 4.3 In the case of Payment Cards the user of which is verified on the basis of a handwritten signature placed on a bill, the person processing the transaction is obliged to compare, with special care, the similarity of the signature placed on the signed bill with the signature on the signature strip of the Payment Card.
- If there is a discrepancy between the compared signatures, it is necessary to void such Transaction (also in the case of obtaining Transaction Authorization) and, without returning the card to the user, contact the eService Merchant Service Center, giving the password "code 10" to obtain further instructions.
- 4.4 The fact of confirming the correctness and authenticity of the Payment Card (in accordance with item 4.1 and 4.2) as well as signature conformity (in accordance with Section 4.3), will be confirmed, at the request of eService, by the person processing the transaction by placing a legible signature on the original copy of the bill from the POS Terminal. The signature should be placed immediately upon the completion of the transaction, handwritten, with the full name and surname provided, in the upper part of the original copy of the bill from the POS Terminal, above the eService logo. The signature should not blur any graphical elements of the printout.
- 4.5 In the case of: a) any doubts regarding the authenticity of the Payment Card or authenticity of the signature placed on the bill, b) suspicious or uncommon behavior of the person presenting the Payment Card, c) two subsequent Payment Transaction attempts, undertaken by the same client, being refused by the issuer of the Payment Card d) the amount of the Payment Transaction or the total amount of a series of Payment Transactions carried out by the same person exceeds more than twice the value typical for Payment Transactions carried out with the Merchant, e) any suspicions regarding infringement of other requirements described in these Rules of Cooperation, the person processing the Payment Transaction should, without returning the Payment Card to the user, contact the eService Merchant Service Center, giving the password "code 10" to receive further instructions.
- 4.6 The provisions set forth in Sections 4.1- 4.4 above do not apply to processing Transactions carried out via the contactless payment method or using EMV technology, if it is not necessary to hand the Payment Card to an employee of the Merchant in order to conclude the transaction.
- §5 5.1 The person processing the transaction may request the payment card user to produce a document confirming their identity, if there are justified doubts regarding their identity. If it is impossible to verify the identity of the payment card user, the person processing the transaction should contact the eService Merchant Service Center, giving the password "code 10" to receive further instructions.
- 5.2 The person processing the transaction has the right and duty to refuse to accept payment or reimburse funds by means of a Payment Card, if (at least one of the following conditions is fulfilled): a) the Payment Card is invalid, b) the Payment Card is blocked, c) the signature placed on the receipt does not correspond to the signature placed on the signature strip of the Payment Card, d) the payment card user refuses to present a document confirming their identity, in the case specified in item 5.1, or it was established that the Payment Card was used by a non-authorized person, e) it is not possible to obtain approval for the Transaction.
- 5.3 The person processing the transaction has the right and duty to retain the Payment Card on the conditions specified in Section 6.3 c), if: a) the POS Terminal displayed a warning instructing retention of the Payment Card, b) an employee in the eService Merchant Service Center issued a telephone instruction to retain the Payment Card.
- The sole exception allowing the withdrawal from this obligation is a threat to life or health. In such case, the person who did not retain the Payment Card is obliged to fill in an INCIDENT DESCRIPTION form providing therein the reason for not retaining the Payment Card. The form should be sent by fax or mail to eService at the address or fax number provided on that form.
- 5.4 The provisions of Section 5.3 above do not apply to the processing of Transactions carried out via the contactless payment method or using EMV technology, if it is not necessary to hand the Payment Card to an employee of the Merchant in order to conclude the transaction.
- 5.5 If the Merchant undertakes to deliver (send) the goods to the location specified by the Payment Card user (notwithstanding the fact whether it is a standard or one-off service), the Merchant will be responsible for loss, defect, damage to the package or a delay in delivery throughout the period from the moment of handing it for transport until it is delivered to its final destination.
- 5.6 If goods or services are received directly by the Payment Card user in the place of sale, upon having delivered the goods, the Merchant will retain the confirmation of goods receipt and immediately deliver it at the request of eService in the case of complaints. In connection with the provisions of this section, confirmation of package dispatch does not constitute a sufficient document to dismiss a complaint filed by the Payment Card user with the bank that issued the Payment Card.
- §6
- 6.1 Transactions carried out using a POS Terminal are automatically authorized.
- 6.2 One of the six answers may be received from the eService automatic authorization center, that is: a) Authorization, i.e. an authorization code for the Transaction being carried out has been received, b) refusal to carry out the Transaction: "TRANSACTION REJECTED", c) request to retain the payment card "RETAIN CARD", d) authorization to carry out the transaction on the condition that the identity of the payment card user has been positively verified: "CHECK IDENTITY". e) refusal to carry out the Cashback Transaction „PAYMENT DECLINED", f) refusal to carry out the Cashback Transaction „CASHBACK NOT SUPPORTED".
- 6.3 The meaning of individual authorization responses (relevant notices are displayed on the POS Terminal and printouts): a) authorization means that the issuer of the Payment Instrument has authorized the performance of the Transaction; b) refusal means that the client's bank has not authorized the performance of a given Transaction. It may happen that, for example, a client temporarily does not have sufficient funds on his account or the value of the Transaction exceeds the limit of funds available to the client using the Payment Instrument. In such a case, a "NO CONSENT OF CLIENT'S BANK" notice will appear. In such circumstances, it should be explained to the Payment Instrument user, in a kind and discreet manner, that the bank did not give authorization to carry out the Transaction with that Payment Instrument, the Payment Instrument should be returned, if it has been provided, and another Payment Instrument or cash should be requested. If the Payment Instrument user entered an incorrect PIN (in the case of a Transaction with an electronic signature) a notice: "REJECTED, INCORRECT PIN" is displayed. The Transaction should be repeated; c) a request to retain the payment card means that the bank issuer of the Payment Card, upon

- checking in its database, issues a disposition to retain the Payment Card. It should be explained to the Payment Card user that the bank requested the retention of the Payment Card and that the bank and not the user is the owner of the card. The retained Payment Card should be cut along between the magnetic strip and the signature strip to the depth of 1/2 to 2/3 of the card's length. Start cutting from the end without the hologram. When cutting, take care not to damage the magnetic strip, the signature strip or the hologram. The Payment Card with completed and signed CARD WITHHOLDING REPORT and INCIDENT DESCRIPTION forms should be sent by mail to eService, to the address indicated on the form, no later than on the following business day. The instruction to withhold the payment card may also be given by telephone by an employee of the eService Merchant Service Center (MSC); d) authorization to carry out the Transaction subject to a positive verification of the Payment Card user means that such positive verification of the Payment Card user should be carried out on the basis of his Identity Card or passport. The series and number of the identification document should be written in the proper place on the original printout from the POS Terminal. NOTE! For payment cards retained and sent to eService a reward is paid, in the amount determined by the issuer of the Payment Card. The obligation to return correctly destroyed payment cards to eService also relates to Payment Cards found or left behind by the user, however, no reward is paid in such cases.. No reward will be paid, if the Payment Card is withheld in a manner non-compliant with the terms set forth in Section 5.3. e) refusal to carry out the Cashback Transaction „PAYMENT DECLINED“ means that the cash withdrawal limit set by the International Payment Associations or, the issuer of the Payment Instrument has been exceeded or the cash funds available to the Payment Instrument user f) refusal to carry out the Cashback Transaction „ CASHBACK NOT SUPPORTED“ means that the given type of Payment Instrument was not approved for Cashback service by International Payment Associations or that the issuer of the Payment Instrument is not adapted to support the Cashback Transaction..
- 6.4 If there is no connection between the POS Terminal and the eService automatic authorization center (: “TRANSACTION REJECTED NO CONNECTION“ notice will appear on the printout) or when POS Terminal screen displays a “Call eService - MSC“ notice, the person processing the transaction is required to contact the eService Merchant Service Center (MSC) by telephone to obtain consent to accept the Payment Card – to perform voice authorization or explain the incident.
- 6.5 The procedure for obtaining voice authorization is as follows: while holding the Payment Card, you should call the eService Merchant Service Center (MSC) and when an MSC employee answers the call, you should provide the following information: a) identification number of the Outlet (located on the POS Terminal); b) the Payment Card number; c) the Transaction amount; d) the expiry date of the Payment Card. The MSC employee may request additional information enabling full identification of the client, such as, for example: e) place of residence and home phone number; f) date of birth; g) full name embossed on the Payment Card; h) Identity Card or passport number; i) name of the bank issuer of the Payment Card. Subsequently, the MSC will give the person processing the transaction one of the six answers specified in Section 6.2. If authorization to carry out the transaction is obtained, the MSC employee will pass the authorization code and the procedure for its manual entry to the POS Terminal to the person processing the transaction.
- 6.6 The provisions of Section 6.3 c), 6.4 and 6.5 above do not apply to transactions carried out via the contactless method or EMV technology, where it is not necessary to hand the Payment Card to an employee of the Merchant in order to conclude the transaction.
- §7 7.1 The person processing the payment transaction cannot divide the amount to be paid for a single product or service into Payment Transactions of a smaller value.
- 7.2 The person processing the payment transaction may charge Payment Card users making payments with Payment Cards belonging to the MasterCard payment system with the following logotypes: MasterCard, Maestro, Debit MasterCard, MasterCard Electronic, with fees or any additional costs or commissions arising from payments made by means of the Payment Card. Additional fees may vary depending on the above-mentioned products in the MasterCard system, with the reservation however that they cannot exceed the evidenced costs of processing the Payment Transaction.
- 7.3 Before carrying out the Payment Transaction, the person processing it is obliged to inform the Payment Card user of the fees referred to in Section 7.2, and provide the general method of their calculation.
- 7.4 The Merchant is obliged to appropriately mark its commercial and service Outlets in which additional fees will be collected, as referred to in Section 7.2, by displaying information on collecting additional fees with the consent of the Payment Card user in a location that is clearly visible to the Payment Card user.
- 7.5 The Merchant may take actions, referred to in Sections 7.2 - 7.4, provided that it files a relevant written application with eService and obtains eService's written approval. In its response to the Merchant's application, eService reserves the right to specify detailed terms for charging to the Payment Card user fees referred to in Section 7.2, by the Merchant.
- 7.6 The Merchant will not add any fees or commissions to any Payment Transactions carried out with Payment Cards other than MasterCard system cards.
- §8 8.1 A Reimbursement Payment Transaction may only be effected if the Payment Instrument user returns previously purchased goods or abandons the purchase of services before they are provided, and the payment for the goods or services was made with the same Payment Instrument. If any of the above conditions is not satisfied, reimbursement must be made in cash. A Reimbursement Payment Transaction may only apply to a Payment Transaction. The Merchant may not accept a reimbursement of cash paid out under the Cashback Transaction.
- 8.2 Before effecting a Reimbursement Payment Transaction, the person handling the Reimbursement Payment Transaction should ask the client to use the same Payment Instrument that was used to make the payment.
- 8.3 As a precondition for the Reimbursement Payment Transaction, the user of the Payment Instrument should show to the person handling such transaction proof (such as an invoice, printout from the fiscal register and a POS Terminal printout) that the purchase was made with the same Payment Instrument, at the same Merchant, and in an amount no lower than the contemplated Reimbursement Payment Transaction.
- 8.4 One proof of payment may be a basis for one or more Reimbursement Payment Transactions, provided that the total of all Reimbursement Payment Transactions does not exceed the total amount of the Payment Transaction shown on the proof of payment.
- 8.5 With each Reimbursement Payment Transaction the person handling the transaction must mark the reimbursed amount and date on the proof of payment.
- 8.6 eService may request a copy of the proof of payment from the Merchant for any Payment Transaction for which the Merchant made a Reimbursement Payment Transaction, subject to all of the consequences under § 11 of the Rules of Cooperation.
- 8.7 A Reimbursement Payment Transaction is subject to special terms of verification of the Payment Card and its user set out in §4. The POS Terminal procedures for a Reimbursement Payment Transaction are described in the “POS Terminal Instruction Manual”.
- 8.8 If on any day the total amount of Reimbursement Payment Transactions handled by the Merchant exceeds the total of Payment Transactions, eService may include the amount to be settled in the next settlement session or request the Merchant to pay the amount to be settled to the bank account indicated in the request , within a time limit specified by eService.
- 8.9 If eService has a reasonable suspicion that the person handling a Reimbursement Payment Transaction failed to satisfy any of the conditions set out in Sections 8.1 - 8.3, eService may suspend the transfer of funds to the Payment Instrument user's account in relation to such Reimbursement Payment Transaction for as the time required to clarify the situation. If the suspicion is confirmed, eService may reverse the entire Reimbursement Payment Transaction.
- 8.10 The Merchant is liable for all consequences resulting from the performance a Reimbursement Payment Transaction via its POS Terminal, including the consequences referred to in Section 8.9.
- 8.11 In the case of settling a Reimbursement Payment Transaction, the fee charged for the settlement of the Payment Transaction is not refunded.
- §9 9.1 All transactions are executed in local currency or the Payment Card. currency, in accordance with the Payment Card user's declaration of intent.
- 9.2 The DCC Transaction is available exclusively to users of Payment Cards with the MOP logo, which are handled by eService.
- 9.3 Agreement is confirmed by Payment Card user's signature on the printout from the POS terminal or by entering the PIN.
- 9.4 The information presented to the Payment Card user by the Merchant should clearly indicate that the Payment Card user may choose between settling the transaction in local currency or in the currency of the Payment Card and should include the value of the transaction in local currency, the value of the DCC Transaction, the exchange rate the total amount of the transaction , (including the amount of margin and commission). This information will be presented on the POS Terminal display. It is prohibited to force the Payment Card user into performing the DCC Transaction.
- 9.5 Should the Merchant be in breach of the provisions of Sections 9.3 and 9.4 above, eService reserves the right to: - prevent the Merchant from providing the DCC Service; - terminate the Agreement in the manner set forth in Section 6.3. c) of the Agreement , - transfer to the Merchant all penalties, fees and other costs and expenses imposed on eService, resulting from Merchant's failure to fulfill its obligations in accordance with Sections 9.3 and 9.4 above.
- 9.6 The decision to recognize the Payment Card as qualifying for the DCC Transaction is each time communicated by the POS Terminal during Transaction Authorization Also the DCC Transaction currency and exchange rate are chosen during Transaction authorization.
- 9.7 The following types of transactions may be performed in the currency of the Payment Card a) a Payment Transaction, b) cancellation of the Payment Transaction, c) Reimbursement Payment Transaction.
- 9.8 The Merchant will be required to provide the DCC Service following the below rules: a) if the Payment Transaction was performed in the Payment Card

- currency then the Reimbursement Payment Transaction must also be performed in the Payment Card currency, at the exchange rate as of the date of the Payment Transaction: b) if the Payment Transaction was performed in the local currency and not in the currency of the Payment Card, then the Reimbursement Payment Transaction must be performed in the local currency.
- 9.9 The Merchant will be held responsible for any claims and the consequences the failure to apply the rules set forth in Section 9.8 above.
- 9.10 The Merchant undertakes to appropriately mark its Outlets where it will be possible to perform a DCC Transaction. . Appropriate marking means placing the emblems in a location visible to the Payment Card user.
- 9.11 The amounts from DCC Transactions performed by Payment Cards of foreign issuers are converted by the International Payment Associations to the currency of the Payment Card user country according to the exchange rate applicable to the system of the given Payment Card on the settlement date of the DCC Transaction. .
- §10 10.1 A precondition for the proper settlement of Transactions and their acceptance by the International Payment Associations is their submission to eService (POS Terminal End-of-Day Closing) no later than within two business days of the date of their execution by the Merchant. The transfer of receivables to the Merchant for the purpose of settling Transactions will be based on the statement of Transactions made in accordance with the Rules of Cooperation using the POS Terminal, submitted to eService. The delivery of the statement of Transactions after 11 pm may result in a deferred transfer of funds due to the Merchant.
- 10.2 Although the POS Terminal automatically effects End-of-Day Closing at a specified time during the day, the person handling Transactions is required to check every day, if the transactions were duly submitted to eService, that is whether the POS Terminal End-of-Day Closing procedure was properly performed. The proof that the POS Terminal End-of-Day Closing was performed properly is a DAILY SETTLEMENT printout footed with a notice BALANCES RECONCILED.
- 10.3 If the POS Terminal End-of-Day Closing is not performed automatically at the given time of the day, the person handling transactions will immediately attempt manual End-of-Day Closing using an appropriate admin command on the POS Terminal. If this attempt fails or the DAILY SETTLEMENT printout is footed with a notice BALANCES NOT RECONCILED, the person handling transactions is required to promptly report this occurrence in writing to the eService Merchant Service Center.
- 10.4 eService will not be liable for the rejection of those transactions by the International Payment Associations, or other issuers of Payment Instruments which were submitted to eService after the lapse of the term referred to in Section 10.1, if the person handling the Transaction did not promptly report the failure to properly effect the POS Terminal End-of-Day procedure, as defined in Section 10.3.
- 10.5 eService reserves the right to refuse to pay the amounts related to such Transactions to the Merchant. If such a payment already occurred, eService reserves the right to set-off an equivalent amount against current payments, or request the Merchant in writing to pay the amount remaining to be settled to the bank account indicated in the request, within a time limit specified by eService.
- §11 11.1 The Merchant agrees to keep original POS Terminal receipt printouts for 36 months following the Transaction date (even after cooperation is terminated).
- 11.2 If eService requests the originals or copies of a receipt from the Merchant, the Merchant will find and deliver it to eService, together with a copy of the fiscal cash register receipt printout (blown up to a full page-size), if required, and . will also confirm that the goods or services were delivered to the user of the Payment Instrument. In the case of a to Merchant Outlet offering additional services specified under additional regulations it will be necessary to attach documents on the terms specified in these regulations.
- 11.3 If the Merchant fails to comply with its obligations under Sections 11.2 or 13.3 within 14 business days of the date when eService issued a written request or the printout submitted by the Merchant is found to be invalid, eService reserves the right to refuse to pay the amount of such a Transaction to the Merchant. If the payment has already been made, eService reserves the right to set-off an equivalent amount against current payments, or to request the Merchant in writing to pay the amount remaining to be settled to the bank account indicated in the request, within a time limit specified by eService.
- 11.4 A POS Terminal printout is deemed invalid, if at least one of the following situations occurs: a) the Payment Card user's signature on the bill(for Transactions confirmed by a signature) is inconsistent with the signature on the Payment Card or the signatures are significantly different from each other; b) at least one of the following pieces of data is missing from or illegible on the printout, or incorrect: - Transaction amount, - Transaction date, - Payment Card number (or its part, if the remaining part is masked), - POS Terminal number, - full address and name of the Outlet, - authorization code- the amount of cash paid out in the case of a Cashback Transaction; c) the Payment Card user's ID document is missing a serial number, if obtaining such data was a precondition for handling the transaction; d) the Payment Card was invalid on the Transaction date; e) data on the original receipt differ from the data on the copy issued to the Payment Card user; f) the Payment Card (except for contactless and EMV Transactions, if the Payment Card is not required to be handed to the Merchant's employee) in order to conclude the transaction, had visible signs of being counterfeit, having been tampered with or damaged, or did not bear the distinctive features of the Payment Cards systems; g) when other infringements of the Agreement accompanied the Transaction.
- §12 12.1 The Merchant will not use a POS Terminal for any purposes or business activities other than those set out in the Agreement. In particular, the Merchant will not use the eService POS Terminal to accept payments or reimbursements related to sales effected in a different company.
- 12.2 Authorized employees of eService will have the right to visit the Outlets and review the correctness of the activities subject to the Agreement, and in particular to review: a) the correctness of documentation; b) the consistency of the trade and services conducted with the information provided to eService; c) the manner of using the materials and equipment provided.
- §13 13.1 The Merchant will be required to arrange for special protection against unauthorized access of third parties of all documents containing Payment Card details, and to comply with the requirements of PCI DSS, including but not limited to: a) complying with the prohibition against recording and storing of the content or any elements of the magnetic strip or microchip and such data as CVV2 or CVC2 printed on the reverse side of a Payment Card, b) effectively protecting all Payment Card Data stored in the Merchant's systems or any documents, including printouts from the IT system or POS Terminal, against unauthorized access, and not registering this data for any purposes other than handling the Transaction (in exceptional cases part of the Payment Card number can be registered, but it cannot exceed the first six and the last four digits of the Payment Card number), c) regularly checking, whether: - software or devices were installed or attempted to be installed in the Merchant's IT system handling the Transactions by means of Payment Cards, in the POS Terminal elements or around it, which could be used for unauthorized recording or harvesting of Payment Card Data or PIN numbers, - elements of the POS Terminal and other devices used for handling Payment Card Transactions were replaced by unauthorized persons, show any traces of having been opened or damaged, and promptly notify eService of any such occurrences, providing all information which could be of use in clarifying the circumstances of the incident, d) confirming compliance with PCI DSS in the manner compliant with the requirements of the International Payment Associations, appropriate for the number of Transactions and the method of their processing by the Merchant.
- 13.2 Before a POS Terminal or other devices are used to handle transactions effected by means of Payment Instruments , the person handling the Transaction should first check, whether: a) software or devices were installed or attempted to be installed in these devices, their elements or around them, that could be used for unauthorized recording or harvesting of Payment Card Data or PIN numbers; b) the devices and their elements were replaced by unauthorized persons and whether they show any traces of having been opened or damaged.
- If any such occurrence is noted, the person handling the Transaction should refrain from using the device and promptly notify eService of such occurrence, providing at the same time all information to eService which could be useful in clarifying the circumstances of the incident.
- 13.3 The Merchant is required to make every effort to prevent Payment Instrument fraud, to assist in detecting such fraud and to explain, in writing if required, the circumstances of a Transaction performed with a stolen or counterfeit Payment Instrument.
- 13.4 In the event of reasonable suspicion that the Merchant is in default of its obligations referred to in Section 13.3 or in breach of the terms of the Agreement, or exposes the Payment Instrument user or other participants of the Payment Instrument business to loss, eService reserves the right to temporarily block the POS Terminal in the system, which will result in the inability to perform Transactions using the terminal, or to disable the POS Terminal functionality that poses the threat. In making the decision to block or disable the POS Terminal functionality, eService will each time act with a view to mitigating the potential losses which the participants of the Payment Cards business may incur as a result of the continued use of the POS Terminal by the Merchant. The terminal will be blocked or functionality disabled for such time as may be required to clarify the situation.
- §14 14.1 eService, will establish a Reserve Account in order to ensure a source of financing for the amounts that the Merchant owes or will owe to eService. As determined by eService at its reasonable discretion, the Reserve Account may be financed in accordance with Section 14.2 below. The Reserve Account will be maintained in an amount sufficient to cover the Merchant's current or future liabilities referred to in Clause 4.2 and 4.3 of the Agreement. eService will exercise exclusive control over the Reserve Account. eService may at any time request an increase of the amount deposited in the Reserve Account. At the express request of eService, the Merchant will be required to sign documents necessary in order to duly reflect eService exclusive right, title and share in the Reserve Account.
- 14.2 At its sole discretion, eService may finance the Reserve Account in one or more of the following ways: a) eService may request the Merchant to deposit

- funds in the Reserve Account, in an amount defined by itself; b) from funds due to be paid to the Merchant, whereas withholding such funds for the purpose of establishing the Reserve Account will constitute the offsetting of eService' receivables, in the amount required for the establishment of the Reserve Account, against the Merchant's receivables for payments due to it under the Agreement.
- 14.3 eService may use the funds from the Reserve Account to pay unsettled or future fees, commissions or other amounts due to eService referred to in Clauses 4.2 and 4.3 of the Agreement.
- 14.4 The funds maintained as Reserves that are not disbursed or used in accordance with the Agreement will remain in the Reserve Account pending the full payment and performance of all the obligations by the Merchant, but not earlier than 270 days following the effective termination of the Agreement. If the funds accumulated in the Reserve Account are not sufficient for the full payment of the amounts that are or may ever become due under the Agreement, the Merchant will pay, at the request of a eService, the amount then due under the Agreement together with all the costs and expenses incurred by eService to collect the receivables, including legal fees.
- 14.5 Upon the full satisfaction and performance of all the obligations of the Merchant, any amounts remaining in the Reserve Account will be transferred to the last known account of the Merchant, subject to the provisions of the Agreement and applicable law regulations.
- §15 15.1 The performance of MOTO Transaction will be preceded by filling out a form of an order for goods or services. If an order is placed in writing, the Merchant will deliver the order form to the Payment Card user who will fill out the form and send it back signed to the Merchant. In the case of an order placed over a telephone, the form will be filled out by the Merchant on the basis of data provided by the Payment Card user. If the placement of an order is not evidenced and confirmed by the Merchant by its signature on a current order form available at www.eservice.pl, the Merchant will bear full financial liability if the Payment Card user files a complaint with respect to MOTO Transaction.
- 15.2 If MOTO Transaction is performed in Payment Card currency with the use of DCC Service, the Payment Card user will specify in writing if he accepts MOTO Transaction in the Payment Card currency (DCC Transaction), by making a relevant selection on the order form. If the order is placed by the Payment Card user over a telephone, the Merchant will obtain a confirmation from the Payment Card user of the terms and conditions of MOTO Transaction in the Payment Card currency (DCC Transaction) on the order form, referred to in Section 15.1 of the Rules, by facsimile, email or in writing. The performance of MOTO Transaction by the Merchant in the Payment Card currency will be possible provided that the DCC Service is activated.
- 15.3 MOTO Transaction cannot be performed earlier than on the date on which the goods are delivered/sent or the service is provided unless the Parties agree otherwise in the order.
- 15.4 Immediately after the performance of MOTO Transaction, the Merchant's employee will complete the original POS Terminal receipt printout as follows: a) in a line to be used for the customer's signature he will enter the abbreviation: MO if the order is placed in writing or TO if the order is placed over a telephone, b) in the top part of original POS Terminal receipt printout, above eService logo (or the Merchant's logo if it has bought a "logo" service) he will sign his legible name, in hand, with full given name and surname. The signature cannot blur any graphic elements of the printout.
- 15.5 The performance of the service or delivery of goods will take place in a manner that enables the Merchant to obtain: a) a confirmation with the signature of the recipient (Payment Card user) and receipt date, b) proof of mailing a package with the recipient's address, confirmed by a post office or a courier service.
- 15.6 Within 3 Business Days from the date of MOTO Transaction performance, the Merchant will deliver or sent to the Payment Card user: a) a copy of POS Terminal receipt, b) copy of the order, referred to in Section 15.1.
- 15.7 The original of POS Terminal receipt printout together with all the other documents and data regarding the order and its potential subsequent cancellation will be retained by the Merchant for any potential complaints.
- §16 16.1 In order to make a reservation of a vehicle it is necessary to obtain the following data from the Payment Card user: a) given name and surname, Payment Card number, valid thru date and cvv2/cvv2 code, b) his address for correspondence, facsimile number, email address necessary to send documents confirming the reservation or its cancellation and to potentially send the documents confirming the transaction, c) planned time of the rental commencement (vehicle pick-up date), expected rental period and the category of the booked vehicle. The reservation should be sent in writing and have the Payment Card user's signature.
- 16.2 The performance of MOTO Transaction will be preceded by filling out a reservation form. If a reservation is made in writing, the Merchant will deliver the reservation form to the Payment Card user who will fill out the form and send it back signed to the Merchant. In the case of a reservation made over a telephone, the form will be filled out by the Merchant on the basis of data provided by the Payment Card user. If the reservation is not evidenced and confirmed by the Merchant by its signature on a current reservation form available at www.eservice.pl, the Merchant will bear full financial liability if the Payment Card user files a complaint with respect to MOTO Transaction.
- 16.3 If MOTO Transaction is performed in Payment Card currency with the use of DCC Service, the Payment Card user will specify in writing if he accepts DCC Transaction, by making a relevant selection on the reservation form. If the reservation is made by the Payment Card user over a telephone, the Merchant will obtain a confirmation from the Payment Card user of the terms and conditions of MOTO Transaction in the Payment Card currency (DCC Transaction) on the reservation form, referred to in Section 16.2 of the Rules, by facsimile, email or in writing. The performance of this Section of the Rules by the Merchant will be possible provided that the DCC Service is activated.
- 16.4 The Merchant will provide the Payment Card user with: a) a rate for the vehicle being the subject of a reservation, b) guaranteed reservation period, c) accurate address and name of the car rental facility and the pick-up location, d) terms and conditions related with making a reservation, in particular the rules governing the reservation cancellation, e) information for the Payment Card user that the Transaction Authorization will be effected at the time of his arrival.
- 16.5 The Merchant will inform the Payment Card user that the vehicle will be available until the end of the guaranteed reservation period if the reservation is not cancelled within specified time.
- 16.6 The Merchant will notify the Payment Card user that he will be charged with the rate for the guaranteed reservation period, however, not more than for one day (24 h) of rental of the reserved vehicle if he fails to fulfill the following conditions jointly: a) fails to pick-up the vehicle before the end of the guaranteed reservation period, b) fails to cancel a reservation before the lapse of the agreed time (principles of agreeing the time were presented below).
- 16.7 If the Payment Card user makes a reservation not later than 72 hours prior to the planned rental commencement, within 24 hours from receiving the reservation, the Merchant will provide the Payment Card user with the following information in writing, confirming the reservation: a) given name and surname of the Payment Card user, Payment Card number and its valid through date, b) reservation confirmation code c) accurate address and name of the car rental facility and the time and location of the vehicle pick-up, d) rate for the booked vehicle, e) obligations of the Payment Card user towards the Merchant arising from his reservation of the vehicle, f) any other details regarding the reservation, including any additional fees and principles of reservation cancellation.
- 16.8 The Merchant will retain a copy of the written reservation confirmation and the confirmation that the document was delivered or sent to the Payment Card user.
- 16.9 If the Payment Card user makes the reservation later than 72 hours prior to the planned rental commencement time, the Merchant will deliver the confirmation, referred to in Section 16.7, to the user, only at the request of the Payment Card user.
- 16.10 The Merchant will accept each reservation cancellation made before the end of the agreed time (principles of agreeing the time were presented below).
- 16.11 The Merchant cannot require the notification about the reservation cancellation earlier than 72 hours prior to the planned rental commencement time.
- 16.12 If the Payment Card user makes a reservation later than 72 hours prior to the planned rental commencement date, the reservation cancellation will be made until 6:00 p.m. on a day of the planned rental commencement.
- 16.13 If the reservation is cancelled within appropriate time, the Merchant will deliver to the Payment Card user in writing a confirmation of the reservation cancellation containing: a) given name and surname of the Payment Card user, Payment Card number and its valid thru date, b) code of the reservation cancellation confirmation, c) any other details regarding the reservation cancellation.
- 16.14 The Merchant will retain a copy of the written confirmation of the reservation cancellation and the confirmation of the delivery or sending the document to the Payment Card user.
- 16.15 The Merchant will notify the Payment Card user that it is necessary to keep the confirmation of the reservation cancellation in the event of any complaints, however, in the case of the Chargeback or a request on the part of eService addressed to the Merchant to provide the documents that confirm the transaction, the Merchant will deliver specified documents.
- 16.16 If the Payment Card user does not question the reservation and did not cancel it before the end of the agreed time, the Merchant will retain the reserved vehicle in compliance with the reservation until the end of the guaranteed rental period.
- 16.17 After the lapse of that time, the Merchant may perform MOTO Transaction on POS Terminal that will charge the Payment Card holder with the rate for the guaranteed reservation period, however, not more than for two days of the rental of the reserved vehicle. The following data will be included on POS Terminal receipt and its copy: a) Transaction date, amount and currency, b) given name and surname of the Payment Card user, Payment Card number together with valid through date, c) words "NO-SHOW" in a line to be used for the signature of the Payment Card user. The Merchant will fill out the POS

- Terminal receipt and its copy with all the above required data that is not printed by POS terminal as a standard.
- 16.18 Within 3 Business Days from the Transaction date, the Merchant will send to the Payment Card user a copy of POS Terminal receipt, to his address given for communications, by a registered letter.
- 16.19 The original POS Terminal receipt printout together with any other documents and data regarding the reservation and its potential cancellation, will be retained by the Merchant for any potential complaints.
- 16.20 If the Merchant is unable to make the vehicle that has been earlier reserved available, then the Merchant will provide the Payment Card user, with no additional fees, with: a) a vehicle upon similar terms and conditions within the guaranteed reservation period in other car rental facility, b) the transport for the Payment Card user (with luggage) to that car rental facility.
- 16.21 Charging of the additional delayed supplemental fee or an adjustment to the main Transaction performed earlier, i.e. fee for the car rental, must be made with the same Payment Card as the main Transaction.
- 16.22 The Merchant may perform the Transaction if the Payment Card user agreed in writing to perform the Transaction. Such clause will be included in the rental agreement directly above the Payment Card user's signature. Moreover, the agreement must specify unambiguously the amount of the deposit, i.e. the amount up to which the Payment Card user's liability is limited and contain the following information: a) given name and surname and residential address of the Payment Card user, b) registration number, make and model of the rented vehicle, c) rental period, d) rate, e) total amount of the rental fee.
- 16.23 The Transactions cannot be made later than 90 calendar days counting from the main Transaction date.
- 16.24 The Transactions may only cover additional fees, not included in the rental fee, for: a) used fuel, b) parking charges or traffic tickets for breaching traffic code regulations, c) repair of damaged vehicle not covered by the insurance, d) co-payment in the event of the vehicle loss or the repair of damaged vehicle covered by the insurance, however, the sum of the fees cannot exceed the amount of the deposit for the vehicle approved by the Payment Card user.
- 16.25 The Merchant may perform MOTO Transaction on POS Terminal only if it has the following documents: a) if the used fuel is not paid for: - car rental agreement signed by the Payment Card user, - acceptance and delivery report, signed by the Payment Card user, showing irregularities found in the returned vehicle; b) if there are any parking or traffic tickets for breaching traffic code regulations that are not paid for the Merchant must have: - car rental agreement signed by the Payment Card user, - acceptance and delivery report, signed by the Payment Card user, showing irregularities found in the returned vehicle, - a copy of the official document issued by municipal authorities and containing a registration number of the rented vehicle, time and location of parking or committing an offence, grounds for the payment of the fee or the penalty (e.g. relevant article of the traffic code), amount of the fine in local currency,; c) if the vehicle is damaged or lost in whole or in part, the Merchant must have: - car rental agreement signed by the Payment Card user, - acceptance and delivery report, signed by the Payment Card user, showing irregularities found in the returned vehicle, - approximate value of the repair specified by authorized service center or a company that legally performed the repair, - police report describing the event in the case of the vehicle loss or if the damage was the result of breaking in or a road accident, - a copy of the insurance contract covering the damaged or lost vehicle, - relevant certificate from an insurance company if the Merchant expects the Payment Card user to make a co-payment in the event of a repair that is covered by the insurance, - other documentation demonstrating the liability of the Payment Card user.
- 16.26 POS Terminal receipt and its copy will include: a) Transaction date, amount and currency, b) given name and surname of the Payment Card user, card number and valid thru date embossed on the Payment Card, c) words "SIGNATURE ON FILE" in a line to be used for the signature of the Payment Card user. The Merchant will fill out the POS Terminal receipt and its copy with all the above required data that is not printed by POS terminal as a standard.
- 16.27 Within 3 Business Days from the Transaction date, the Merchant will send to the Payment Card user a copy of POS Terminal receipt and one copy of the receipt/bill for the provided services/delivered services, to his address given for communications in the rental agreement, by a registered letter.
- 16.28 The original POS Terminal receipt printout together with any other documents and data regarding the Transaction inclusive of the main Transaction, in particular the documents specified in Section 16.7, will be retained by the Merchant for any potential complaints.
- §17 17.1 In order to make a hotel reservation it is necessary to obtain the following data from the Payment Card user: a) given name and surname, Payment Card number, valid thru date and cvv2/cvc2 code, b) his address for correspondence, facsimile number, email address necessary to send documents confirming the reservation or its cancellation and for potentially sending documents confirming the transaction, c) planned arrival date and expected length of stay;
- 17.2 The performance of MOTO Transaction will be preceded by filling out a reservation form. If a reservation is made in writing, the Merchant will deliver the reservation form to the Payment Card user who will fill out the form and send it back signed to the Merchant. In the case of a reservation made over a telephone, the form will be filled out by the Merchant on the basis of data provided by the Payment Card user. If the reservation is not evidenced and confirmed by the Merchant by its signature on a current reservation form available at www.eservice.pl, the Merchant will bear full financial liability if the Payment Card user files a complaint with respect to MOTO Transaction.
- 17.3 If MOTO Transaction is performed in Payment Card currency with the use of DCC Service, the Payment Card user will specify in writing if he accepts DCC Transaction, by making a relevant selection on the reservation form. If the reservation is made by the Payment Card user over a telephone, the Merchant will obtain a confirmation from the Payment Card user of the terms and conditions of DCC Transaction on the reservation form, referred to in Section 17.2 of the Rules, by facsimile, email or in writing. The performance of this Section of the Rules by the Merchant will be possible provided that the DCC Service is activated.
- 17.4 The Merchant will provide the Payment Card user with: a) a rate for a room that is booked, b) accurate address and name of the hotel, c) terms and conditions related with making a reservation, in particular the rules governing the reservation cancellation, d) information for the Payment Card user that the Transaction will be Authorized at the time of his arrival.
- 17.5 The Merchant will notify the Payment Card user that he will be charged with the rate for one night if he fails to fulfill the following conditions jointly: a) fails to check-in at the hotel before the check-out time on a day following the planned date of arrival, b) does not cancel the reservation before the lapse of the agreed time (principles of agreeing the time were presented below).
- 17.6 At the latest on the next calendar day, the Merchant will provide the Payment Card user with the following information in writing, confirming the reservation: a) given name and surname of the Payment Card user, Payment Card number and its valid through date, b) reservation confirmation code c) accurate hotel address, d) obligations of the Payment Card user towards the Merchant arising from his hotel reservation, e) any other details regarding the reservation, including any additional fees and principles of reservation cancellation.
- 17.7 The Merchant will retain a copy of the written reservation confirmation and the confirmation that the document was delivered or sent to the Payment Card user.
- 17.8 The hotel will a) prepare a Guest Folio for the Payment Card user, giving the room number before the expected client arrival, b) check the Payment Card user's identity against a personal identity card and perform the transaction physically with the Payment Card, c) the signature of the Payment Card user should be shown on the registration form.
- 17.9 The Merchant will accept any reservation cancellation made before the lapse of the agreed time (principles of agreeing the time were presented below).
- 17.10 The Merchant cannot require the notification about the reservation cancellation earlier than 72 hours prior to the planned arrival time.
- 17.11 If the Payment Card user makes a reservation later than 72 hours prior to the planned arrival date, the admissible time for a cancellation cannot be shorter than until 6:00 p.m. (at Merchant's local time) on the day of the planned arrival or on other day agreed before.
- 17.12 If the Merchant requires the Payment Card user to cancel a reservation before 6:00 p.m. (at Merchant's local time) on a day other than the planned arrival date, it will provide the Payment Card user with the "terms and conditions of reservation cancellation" in writing, specifying an accurate date and time when the right to cancel the reservation terminates.
- 17.13 If the reservation is cancelled within appropriate time, the Merchant will deliver to the Payment Card user in writing a confirmation of reservation cancellation containing: a) given name and surname of the Payment Card user, Payment Card number and its valid thru date, b) code of the reservation cancellation confirmation, c) any other details regarding the cancellation of the reservation.
- 17.14 The Merchant will retain a copy of the written confirmation of the reservation cancellation and the confirmation of the delivery or sending the document to the Payment Card user.
- 17.15 The Merchant will notify the Payment Card user that it is necessary to keep the confirmation of the reservation cancellation in the event of a complaint.
- 17.16 If the Payment Card user does not question the reservation and did not cancel it before the end of the agreed time, the Merchant will retain the rooms as booked until the end of check-out time on a day following the planned arrival date.
- 17.17 After the lapse of that time, the Merchant may perform the Transaction without physical presence of the Payment Card on POS Terminal, charging the Payment Card user for one night. The following data will be included on POS Terminal receipt and its copy: a) Transaction date, amount and currency (charge for one night), b) given name and surname of the Payment Card user, Payment Card number together with valid through date, c) words "NO-SHOW" in a line to be used for the signature of the Payment Card user. The Merchant will fill out the POS Terminal receipt and its copy with all the above required data that is not printed by POS terminal as a standard.

- 17.18 Within 3 Business Days from the Transaction date, the Merchant will send to the Payment Card user a copy of POS Terminal receipt, to his address given for communications, by a registered letter.
- 17.19 The original POS Terminal receipt printout together with any other documents and data regarding the reservation and its potential cancellation, will be retained by the Merchant for any potential complaints.
- 17.20 If the Merchant is unable to make a room that has been earlier booked available, then the Merchant will provide the Payment Card user, with no additional fees, with: a) accommodation upon similar terms and conditions at other substitute location, b) a three-minute telephone call and a message sent to the substitute accommodation, c) the transport for the Payment Card user (with luggage) to the substitute accommodation.
- 17.21 The Merchant will receive the following information from the Payment Card user: a) given name and surname of the Payment Card user, Payment Card number and valid thru date embossed on the card, b) telephone number and address for correspondence necessary to send the documents confirming the reservation and the Transaction or its cancellation, c) planned date of the arrival at the hotel and expected length of stay.
- 17.22 The Merchant will specify the amount of a deposit that cannot exceed the cost of the expected length of stay and this, in turn, cannot exceed the cost of a 14-day stay.
- 17.23 The Transaction amount should be calculated by the Merchant on the basis of: a) the expected length of stay, b) rate for the room that is booked (inclusive of VAT), c) fees for additional services (inclusive of VAT).
- 17.24 The deposit amount is always included in the amount due for the stay. The Merchant cannot treat the deposit amount as a security on account of any future potential damages.
- 17.25 The Merchant will notify the Payment Card user of: a) the guaranteed rate and the total Transaction amount and accurate name and address of the hotel, b) the Merchant's intention to retain the rooms for the number of nights for which the payment was made, c) terms and conditions and deadlines of reservation and detailed principles governing the reservation cancellation and the refund of the advance payment.
- 17.26 The Merchant will prepare a reservation confirmation in writing including: a) reservation confirmation code and will notify the Payment Card user that he should retain it in the event of a complaint, b) obligations of the parties in connection with the reservation and the charging of the advance payment, the principles governing the reservation cancellation and a deadline after which the right to cancel the reservation expires.
- 17.27 In the written confirmation of the reservation, the Merchant will notify the Payment Card user that: a) it will keep the rooms available for the Payment Card user as per reservation, b) deliver written confirmation of the change of the reservation.
- 17.28 In the confirmation, the Merchant will also notify the Payment Card user that that it will retain the deposit in whole or in part if the following conditions are jointly fulfilled: a) the Payment Card user does not check into the hotel by the end of check-out time on the day following the last day of the booked period of stay (Payment Card user will lose unused part of the reservation), b) the Payment Card user will not cancel the reservation within the time required by the Merchant.
- 17.29 The Payment Card user may lose the right to the advance payment refund in such instances, however, the Merchant cannot charge him additionally for not showing up (NO-SHOW).
- 17.30 In order to receive an advance payment, the Merchant may perform MOTO Transaction on POS Terminal. POS Terminal receipt and its copy will contain: a) a date, amount and currency of the deposit and the reservation confirmation code, b) given name and surname of the Payment Card user, Payment Card number and its valid thru date embossed on the card, c) words "ADVANCED DEPOSIT" in a line to be used for the signature of the Payment Card user, d) accurate address and name of the hotel. The Merchant will supplement the POS Terminal receipt and its copy with all the above required data that is not printed by POS Terminal as a standard.
- 17.31 The Merchant will also prepare reservation confirmation in two copies including: a) Payment Card user's telephone number and address for communications, b) stay start date, c) date and time after which the right to cancel the reservation without losing the advance for unused accommodation expires, d) terms and conditions of reservation cancellation and advance payment refund binding on the Payment Card user.
- 17.32 The Merchant must receive the authorization. If it receives a rejection, it will notify the Payment Card user thereof.
- 17.33 If the Merchant receives the approval, it will supplement POS Terminal receipt by all the above required data and prepare the above said documents.
- 17.34 Within 3 Business Days from the Transaction date, the Merchant will send to the Payment Card user a copy of POS Terminal receipt, to his address given for communications, by a registered letter as well as confirmation of reservation together with the terms and conditions of reservation cancellation and of advance refund.
- 17.35 The original POS Terminal receipt printout together with any other documents and data regarding the reservation and its potential cancellation, in particular a copy of the Reservation Confirmation, will be retained by the Merchant for any potential complaints.
- 17.37 The Merchant will accept each cancellation of the reservation if made within the above mentioned time.
- 17.38 The Merchant will deliver reservation cancellation code and notify the Payment Card user to retain it for any complaints.
- 17.39 In that case, the Merchant will perform the Reimbursement Transaction. POS Terminal receipt will contain: a) Transaction amount, b) given name and surname of the Payment Card user, Payment Card number and valid thru date as embossed on the Payment Card, c) correspondence address of the Payment Card user, d) reservation cancellation code, e) words "ADVANCED DEPOSIT CANCELLATION" in a line to be used for the signature of the Payment Card user. The Merchant will supplement the POS Terminal receipt by all of the above required data.
- 17.40 Within 3 Business Days from the Reimbursement Payment Transaction, the Merchant will provide the Payment Card user with POS Terminal receipt copies and the reservation cancellation code.
- 17.41 The original of POS Terminal receipt printout together with all the other documents and data regarding the reservation and its potential cancellation will be retained by the Merchant for any potential complaints.
- 17.42 If the booked rooms are unavailable, the Merchant will provide the Payment Card user with the following services, with no additional fees: a) refund of the entire deposit amount. The Merchant will provide the Payment Card user with a) a copy of POS Terminal receipt, b) accommodation upon similar terms and conditions at other substitute location for the number of individuals specified in the reservation (not exceeding 14 nights) or until the accommodation with the Merchant is available, c) a three-minute telephone call and a message sent to the substitute accommodation, c) the transport for the Payment Card user (with luggage) to the substitute accommodation. At the Payment Card user's request, the Merchant will ensure daily transport to and from the substitute accommodation.
- 17.43 Charging of the additional delayed supplemental fee or an adjustment to the main Transaction performed earlier must be made with the same Payment Card as the main Transaction.
- 17.44 The Merchant may perform the Transaction of charging additional delay supplemental fee or the adjustment to the main Transaction performed earlier, if the Payment Card user expressed his written consent for paying such fee.
- 17.45 The fees cannot be paid later than 90 calendar days from the main Transaction date.
- 17.46 The Transactions may include only additional fees for the accommodation, food and beverages (inclusive of VAT).
- 17.47 For that purpose, the Merchant may perform MOTO Transaction on POS Terminal. POS Terminal receipt and its copy will include: a) Transaction date, amount and currency, b) given name and surname of the Payment Card user, card number and valid thru date embossed on the Payment Card, c) words "SIGNATURE ON FILE" in a line to be used for the signature of the Payment Card user, d) accurate address and name of the hotel. The Merchant will fill out the POS Terminal receipt and its copy with all the above required data that is not printed by POS terminal as a standard.
- 17.48 The Merchant will also prepare a Bill for Provided Services/Delivered Goods in two copies containing: a) accurate hotel address and name, b) given name and surname of the Payment Card user, telephone number, address for correspondence of the Payment Card user, c) list of services/goods, together with prices, for which a fee was charged.
- 17.49 Within 3 Business Days from the Transaction date, the Merchant will send to the Payment Card user a copy of POS Terminal receipt and one copy of the receipt/bill for the performed services/delivered services, to his address given for communications, by a registered letter.
- 17.50 The original POS Terminal receipt printout together with any other documents and data regarding the Transaction, including the main transaction and in particular a receipt/bill for the provided services/delivered goods, will be retained by the Merchant for any potential complaints.
- 17.51 The Merchant will prepare a "Consent for Express Check-out Transaction" form, containing: a) given name and surname of the Payment Card user, Payment Card number and valid thru date embossed on the card, b) address for correspondence of the Payment Card user, c) name and accurate address of the hotel, d) Transaction date, amount and currency, e) list of the services and goods, f) check-in and check-out dates, g) rate for the room, h) given name and surname of the front desk clerk, i) authorization date, amount and authorization code.
- 17.52 The Transaction amount should be calculated by the Merchant on the basis of: a) the expected length of stay, b) rate for the room that is booked (inclusive of VAT), c) fees for additional services (inclusive of VAT), d) additional fees related with the accommodation, food and beverages.
- 17.53 The Merchant will obtain a signature of the Payment Card user on the "Consent for Express Check-out Transaction" form, confirming the above data and expressing the consent for charging him for the stated services and goods.
- 17.54 Having a properly completed "Consent for Express Check-out Transaction" form, signed by the Payment Card user, the Merchant may perform MOTO Transaction on POS Terminal. POS Terminal receipt and its copy will include: a) Transaction date, total amount and currency (as stated on the Consent for

- Express Check-out Transaction form), b) Payment Card number and valid thru date written by the user on the consent form, c) word "PRIORITY/EXPRESS CHECK-OUT" in a line to be used for the signature of the Payment Card user.
- 17.55 The Merchant will also prepare a bill for provided services/delivered goods in two copies containing: a) accurate hotel address and name, b) given name and surname of the Payment Card user, telephone number, address for correspondence of the Payment Card user, c) list of services/goods, together with prices, for which a fee was charged.
- 17.56 Within 3 Business Days from the Transaction date the Merchant will send the following documents to the Payment Card user to its address for correspondence, by registered letter: a) copy of POS Terminal receipt, b) copy of the Consent for Express Check-out Transaction form, signed by the user, c) one copy of the receipt/bill for the provided services/ delivered goods.
- 17.57 The Merchant will retain for any potential complaints: a) original of POS Terminal receipt printout, b) original of the Consent for Express Check-out Transaction" form, signed by the Payment Card user, c) receipt/bill for the services/goods performed, d) any other documents and data regarding the reservation and the Transaction.
- §18 18.1 The terms used in this Agreement and its Appendices will have the meanings set out below :
- Affiliate** - in reference to any entity will mean any other entity directly or indirectly controlling, being controlled by or under common control with such an entity;
- Agency Agreement** - will have the meaning ascribed thereto in item B of the Preamble;
- Agreement** - will have the meaning ascribed thereto in the Preamble;
- Business Day** - will mean any day which is not a public holiday in Czech Republic;
- Cashback Transaction or Cashback Service** - means a Payment Transaction and cash withdrawal effected at the same time by means of a Payment Card depending on the configuration of the Payment Card by the bank issuer of the Payment Card, for which the maximum cash withdrawal limit is CZK 1500 for the Visa payment system and CZK 1500 for the Mastercard payment system;
- Chargeback** - will mean a Transaction challenged by the user or the issuer of a Payment Instrument, as a result of which the funds under the Transaction may be subject to return to the Payment Instrument user by the Merchant via eService;
- Personal Data Protection Laws** – will mean Polish Personal Data Protection Act of 29 August 1997 (*consolidated text: Journal of Laws of 2002, No. 101, as amended*) and any applicable, related or derivative legislation, rules and guidelines concerning personal data processing ;
- DCC Transaction or DCC Service** - will mean a service that enables a customer of the Merchant to effect a Transaction in the currency of a Payment Card with the application of relevant foreign exchange rates applicable at the time of such Transaction; **eService** - will have the meaning ascribed thereto in the Preamble;
- Financial Service** - will have the meaning ascribed thereto in in clause 1.1 of the Agreement;
- IPA or International Payment Associations** - will mean, among others, MasterCard International Incorporated, MasterCard Europe sprl and Visa Europe;
- IPA Rules** - will mean the operating regulations and rules of the IPA covered by this Agreement, which may be modified or amended by the IPA. Certain IPA Rules are available on the website of the relevant IPA;
- Licenses** - will have the meaning ascribed thereto in the Preamble;
- Merchant** - will have the meaning ascribed thereto in the Preamble;
- MOTO Transaction** – Payment Transaction without the physical presence of the Payment Card. A written acceptance of eService will be required to enable the Merchant to perform MOTO Transactions, which acceptance will be in the form of a signed Appendix to the Agreement introduced in accordance with Clause 8.9 of the Agreement.
- Outlet or Point-of-Sale** - will mean an outlet operated by the Merchant, accepting payments for goods or services by means of Payment Instruments and equipped with a POS Terminal. A list of the Outlets is enclosed as Appendix 2 hereto;
- Party or Parties** - will have the meaning ascribed thereto in the Preamble;
- Payment Card** - a type of a Payment Instrument, entitling its user to pay for goods and services;
- Payment Card Data** - any information concerning a Payment Card, used for the purpose of identifying the Payment Card and its user. Payment Card data includes: the Payment Card number, CVV2, CVC2 numbers (if printed on the reverse side), expiry date, holder data and all other data encoded on the magnetic strip, in the microchip of the Payment Card or in the application representing a Payment Card;
- Payment Instrument** – will mean any Payment Instrument accepted by a POS Terminal, as specified in Appendix 1;
- Payment Services Act** - will mean the Act of 19 August 2011 on Payment Services (*Journal of Laws of 2011, No. 199, Item 1175, as amended*);
- Payment Transaction** - a payment for goods or services by means of a Payment Instrument;
- PCI DSS** - will mean the Payment Card Industry Data Security Standards, as the same may be supplemented or amended, together with any other data security requirements of the IPA;
- POS Terminal** - will mean a device and software that enables the Merchant's Outlet to handle payments made with Payment Instruments;
- Provisions** - will mean an amount of funds deposited on an account established and maintained solely in the name and on behalf of eService, in accordance with the provisions of the Rules of Cooperation;
- Rules of Cooperation** - will mean the "Rules of Cooperation in the scope of Payment Instruments Acceptance", constituting Appendix 4 to the Agreement;
- Reimbursement Payment Transaction** - a reversal of a Payment Transaction, effected upon the return of previously purchased goods or resignation from purchased services before they are provided;
- Rental Agreement** - will mean an agreement concluded between eService and the Merchant, specifying the terms of renting a POS Terminal as well as its installation and service in Merchant's Outlets;
- Risk-Carrying Activity** - will mean a situation where the value of Reimbursement Payment Transactions, including Transactions in relation to which eService has requested the Merchant to provide an original or copy of a bill from the POS Terminal, in a Outlet in a one-month period exceeds one percent (1%) of the gross value of all -denominated sales or a situation where the value of Reimbursement Payment Transactions exceeds two and a half percent (2.5%) of the gross value of all -denominated sales Transactions in a given Merchant Outlet;
- Transaction** - will mean a Payment Transaction or Reimbursement Payment Transaction, DCC Transaction, Cashback Transaction, MOTO Transaction;
- Transaction Authorization** - will mean a query generated to the issuer of the Payment Instrument for the acceptance of a Transaction made by the user of a Payment Instrument and an acceptance or denial of the authorization query delivered to the Merchant;
- Transaction Processing** - will mean handling and settlement of Transactions between the issuers of