

General Terms and Conditions for Prepaid PayLife MasterCard Shopping Center Cards

I. Pre-contractual Information pursuant to the provisions of Section 93 of Act No. 284/2009 Coll., on Payment system, as amended, (PSA), in conjunction with Section 124 et seq. of the PSA and on execution of payment transactions, and pursuant to Section 1843 et seq. of Act No. 89/2012 Coll., Civil Code, as amended, (NCC), concerning distance contracts on financial services relating to non-rechargeable, transferable prepaid PayLife MasterCard Shopping Center cards (hereinafter the “prepaid cards”):

The Pre-contractual Information is available below, as well as in the below mentioned General Terms and Conditions that form an integral part hereof. In particular, you will find information on the use of prepaid cards (Sections II.4, II.5, II.7, II.8), fees to be borne by a cardholder (Sections II.7, II.8, II.14), terms and conditions for refunds (Section II.8), blockage (Section II.10), cardholder's liability (Clause II.9), as well as the term of the prepaid card contract (Section II.3). In addition, we inform you about the following:

The relevant services are provided by:

- SIX
 - SIX Payment Services (Austria) GmbH (hereinafter the “**service provider**” and/or “**SIX**”)
 - Marxergasse 1B, A-1030 Vienna, Austria;
 - Email: prepaid@paylife.at;
 - Registered with the Company Register administered by the Vienna Commercial Court, under company register number (FN) 54531v;
 - SIX is a concessionary credit institution in accordance with the relevant Austrian laws (Section 1(1) of The Austrian Banking Act. The competent supervisory authority is the Austrian Financial Market Authority (FMA), Otto-Wagner-Platz 5, 1090 Vienna (www.fma.gv.at);
 - SIX is a member of the Austrian Chamber of Commerce (division of banks and insurance companies), 1045 Vienna, Wiedner Hauptstraße 63 (www.wko.at);
 - SIX is an international financial and credit institution providing cross-border services in the Czech Republic.

Based on a written agreement, the following companies act as the service provider's intermediaries:

- CENTRUM CHODOV, a.s.
 - Na Příkopě 388/1, Prague 1 - Staré Město, Postcode: 110 00, Czech Republic;
 - Contact address: Rožtylská 2321/19, Prague 4, Postcode: 148 00, Czech Republic;
 - Email: infocch@unibail-rodamco.com;
 - Identification number (IČO): 242 06 377;
 - Registered in the Commercial Register administered by the Municipal Court in Prague, section B, entry no. 17833.
- CENTRUM ČERNÝ MOST, a.s.
 - Registered office: Na Příkopě 388/1, Prague 1 - Staré Město, Postcode: 110 00, Czech Republic;
 - Contact address: Chlumecká 765/6, Prague 9, Postcode: 198 19, Czech Republic;
 - Email: infoccm@unibail-rodamco.com;
 - Identification number (IČO): 261 49 737;
 - Registered in the Commercial Register administered by the Municipal Court in Prague, section B, entry no. 6353.
- SIX provides the following payment services: The MasterCard-Service is a globally used payment and cash-withdrawal system enabling, among others, cashless payments in stores and with service providers (hereinafter “**merchants**”).
- Your instruction (i.e., for example, your signature on the payment voucher with a merchant) makes your payment order irrevocable. Your payment order shall be settled between your merchant and merchant's payment service provider.
- Once your payment order(s) is/are submitted by the merchant's payment service provider, the relevant amount(s) shall be deducted from the prepaid balance of your prepaid card. We will also deduct any associated fees from the prepaid balance of your prepaid card.
- Unless specified otherwise in the General Terms and Conditions, any communication between you and us shall be in writing, usually in hard copy. If you agree, we will communicate with you by means of distance communication (e.g. via email). In this case, we assume that you have the necessary technical devices. Following a prior agreement, other means of communication, such as telephone and fax, can be used to

communicate with us. You can then notify us of your requests – e.g. to have your card blocked – via telephone as well.

- Any communication between you and us shall be in German or English. However, Czech shall be the contract language. The applicable laws of the Czech Republic shall apply to the pre-contractual and contractual relationships foreseen by these General Terms and Conditions.
- Upon request and at any time throughout the contract term, cardholders shall receive this Pre-contractual Information as well as the General Terms and Conditions in writing (hard copy).
- We will be happy to discuss any complaints regarding incorrect execution of payment transactions with your prepaid card. For this purpose, our employees are also available at + 43 (0) 1 717 01-6100. You can also send us an email to prepaid@paylife.at. If you are not satisfied with the proposed solution, you may file your claims with the Joint Conciliation Board of the Austrian Banking Industry (*Gemeinsame Schlichtungsstelle der österreichischen Kreditwirtschaft*), 1045 Vienna, Wiedner Hauptstraße 63 or with a competent court of law. We submit to the jurisdiction of the following court: Vienna - Innere Stadt. Moreover, you may also contact the Austrian Financial Market Authority (*Finanzmarktaufsicht*), Otto-Wagner-Platz 5, 1090 Vienna and/or supervision authority based on the place of your residence, i.e. the Czech National Bank (CNB) in case of the Czech Republic, with its registered office at Na Příkopě 28, 115 03 Prague 1. The Financial Arbitrator, with its registered office at Legerova 1581/69, 110 00 Prague 1, shall be competent to carry out alternative dispute resolution for any consumer-related disputes in the area of financial services within the territory of the Czech Republic.
- The right to terminate a contract pursuant to Section 1846 of the NCC: According to Section 1846 of the NCC, you may terminate your prepaid card contract within the period of 14 days (dispatch date). This 14-day period starts on the day your contract is executed – i.e. the day, on which SIX hands over/delivers the given prepaid card to you. If you wish to exercise your right to contract termination, you must explicitly notify SIX Payment Services (Austria) GmbH, Marxergasse 1B, 1030 Vienna of your intention to do so. In case you fail to exercise your right to contract termination within the relevant period of 14 days from the contract execution, the relevant prepaid card contract concluded with you shall expire as of the card expiration date. Moreover, we wish to draw your attention to the fact that, according to Section 1823 of the NCC, your explicit written request shall be required to commence the performance of the contract within the period for contract termination. In this case, we may request agreed fees and compensation of costs for any services actually provided during the given period – i.e. services provided prior to the expiration of the period for contract termination pursuant to Section 1846 of the NCC. We hereby expressly inform you that you will be liable for any cost associated with returning your prepaid card in case of the contract termination. The contract termination form is available at www.centrumchodov.cz and www.centrumcernymost.cz; it will also be available to you in stores.
- You may terminate your prepaid card contract at any time, by means of a written termination notice to SIX Payment Services (Austria) GmbH, Marxergasse 1B, 1030 Vienna. The relevant legal relationship shall cease to exist upon delivery of your termination notice to SIX.
- Funds deposited to prepaid cards do not represent deposits based on regulations governing banks' activities and, consequently, shall not be subject to compensation from guarantee funds.
- In compliance with Section 93 of the PSA, prepaid cards represent means of payments for small payments.
- In compliance with Section 1843(1)(f) of the NCC, we hereby inform you that your prepaid card is mainly associated with the risk of being stolen or unauthorized use; therefore, we strongly advise you to keep your prepaid card at a safe place, preventing access of unauthorized third parties. Other risks associated with the use of your prepaid card mainly consist in the fact that it may be lost or used by an unauthorized person.
- SIX may carry out corrective settlements in compliance with regulations governing banks' activities.
- Enclosed to this Pre-contractual information are the General Terms and Conditions, which form an integral part hereof and provide additional pre-contractual information in compliance with the applicable legal regulations (the NCC and the PSA).
- This Pre-Contractual information as well as the General Terms and Conditions are available at the respective websites of Centrum Chodov / Černý Most shopping centers at www.centrumchodov.cz and www.centrumcernymost.cz. Upon your request, we will be happy to provide a hard copy of this Pre-contractual Information and of the General Terms and Conditions.

II. General Terms and Conditions for non-rechargeable, transferable prepaid PayLife MasterCard Shopping Center cards (hereinafter the “prepaid cards”)

These General Terms and Conditions govern the legal relationship between the cardholder of the prepaid card and SIX Payment Services (Austria) GmbH (hereinafter “SIX”).

Section 1: Definitions

1.1. Prepaid card:

A payment card issued by SIX which enables payments only up to the preloaded amount (see Section 8 below). Payments can be made by presenting the prepaid card, together with a cardholder's signature.

1.2. Customer Control Number:

A Customer Control Number, specified on the back of a prepaid card, is used to check card balance and transactions at www.paylife.at/guthaben, developed for the given purpose. The Customer Control Number doesn't allow to dispose with the prepaid amount. The Customer Control Number also doesn't identify a cardholder.

1.3. Cardholders:

Persons that either received a prepaid card from SIX or were assigned such prepaid card in compliance with Section 5 hereof.

1.4. MasterCard Service

The MasterCard-Service is a globally used payment system enabling, among others, cashless prepaid card payments in stores and with service providers (hereinafter “**merchants**”).

1.5. Payment terminals:

Payment terminals shall mean both terminal data devices with merchants and personal terminal data devices (hereinafter collectively the “**POS terminals**”).

Section 2: Contract execution

A prepaid card contract is executed upon prepaid card handover or delivery (where posted) to its first cardholder.

Section 3: Prepaid card validity / contract term

3.1 The month and the year of card expiration are shown on each prepaid card. The prepaid card is valid until the end of the month specified thereon. This contractual relationship is concluded for a fixed period – until the prepaid card expiration.

3.2 Following the prepaid card expiration, cardholder may no longer use their prepaid cards pursuant to Section 4. However, they may recover the card balance in compliance with Section 8.

Section 4: Using a prepaid card

4.1 With their prepaid card, cardholders may execute cashless payments via payment terminals featuring a MasterCard logo – for goods and services provided by merchants in the Czech Republic and up to their prepaid amount. With their signature and by inserting their card in a payment terminal slot, cardholders irrevocably authorize SIX to pay the given amount to the relevant merchant. SIX hereby accepts such order.

4.2 Prepaid cards are used anonymously; consequently, it is not possible to document authorization of individual payment transactions to SIX. It is hereby agreed that the relevant provisions of Section 90 and Section 91 of the PSA and Section 115(1) of the PSA relating to authorization and liability for unauthorized payment transactions shall not apply. SIX is thus not liable for any lost or stolen cards, card abuse or any card / card data use not authorized by the given cardholder.

- 4.3 Cardholders may execute card payments solely in the Czech Republic.
- 4.4 The card cannot be used in the following cases:
- Mail orders and/or telephone orders (MOTO)
 - Internet or e-commerce transactions
 - ATM cash withdrawals
- 4.5 The moment of a payment order is the moment the service provider receives such payment order. In case the payment order occurs outside of the business hours of the payer's provider, such payment order is deemed as received at the beginning of the next business hours.

Section 5: Card transferability

- 5.1 A prepaid card may be transferred until signed on the signature strip. Once signed, a prepaid card may only be used by the given signatory.
- 5.2 Cardholder may only transfer their prepaid cards to individuals over the age of 18 years. In case prepaid cards are transferred to individual below this age limit, their legal guardian's consent is required.
- 5.3 Upon prepaid card transfer to a third party, the relevant cardholder must also lawfully transfer to such third party any and all rights and obligations arising for the cardholder under this contract. By accepting or signing a prepaid card, the relevant person accedes to the contract and accepts the contract terms.

Section 6: Disputes between a cardholder and a merchant

Cardholders must resolve any disputes relating to the underlying transaction (e.g. disputes relating to any charged amounts or warranty claims) solely and directly with the given merchant. SIX does not provide any guarantee as to the underlying transaction carried out by and between a cardholder and a merchant.

Section 7: Information about prepaid card balance and reporting duty

- 7.1 Cardholders may, at any time, access information about card balance and/or executed transactions at the website of SIX www.paylife.at/get/balance; it is necessary to enter a card number and a customer control number. The provisions of Sections 90 and 91 of the PSA relating to the disclosure of payment transaction information shall not apply.
- 7.2 Moreover, SIX may establish other systems for checking card balance and/or transaction data (e.g. via SMS or ATMs). Cardholders will be informed about such systems via the www.paylife.at/ website or in another suitable manner.
- 7.3 Fees for checking card balance and/or transaction data pursuant to Sections 7.1 and 7.2 hereof are regulated in Section 14.1.
- 7.4 Cardholders are advised to check their card balance after each transaction and make sure it corresponds to their executed transactions, and save such retrieved data. Any complaints to SIX relating to incorrectly executed payment transactions (e.g. double charge) must be submitted immediately after they are discovered – i.e. without any undue delay – where cardholders request rectification of such transaction from SIX (obligation to specify defects (notification duty)). The period, during which cardholders may inform SIX about any claims, shall end no more than 13 months after the credit or debit day. This shall not prejudice any other claims of cardholders from SIX or merchant.

Section 8: Loading a prepaid card and refunds

- 8.1 It is possible to load your prepaid card by means of a one-off payment ranging from CZK 500 to CZK 3,500.
- 8.2 A prepaid card balance (or any part thereof) refund may be requested from SIX at any time before the card expiration date.
- 8.3 Balance refunds shall be provided, free of charge, for up to a year after the prepaid card expiration date.

- 8.4 Where a refund is requested before prepaid card expiration or more than a year after expiration, cardholders shall pay a fee specified in Section 14.2.
- 8.5 In any case, refunds are only possible after the following information is provided in writing: name, place of residence, card number, card expiration date, and bank details. In case a recipient's bank account is maintained by a banking institution within the SEPA payment area, it is also necessary to notify the international bank account number (IBAN) and BIC code. If the recipient's account is maintained by a banking institution outside the SEPA payment area, the account number and SWIFT code must be provided. The costs incurred in connection with international money transfers shall be fully borne by the cardholder.
- 8.6 Prepaid amounts shall not be subject to any interest.
- 8.7 Before any refund, SIX is entitled and required to verify, whether there are any outstanding transactions executed by means of the given prepaid card; any such amounts shall be deducted before issuing a refund. SIX may take a reasonable time to ensure that all transactions are duly settled.

Section 9: Cardholder's obligations and liability

- 9.1 When using their card, cardholders shall comply with the terms and conditions set down for card issuance and use, to the extent specified herein. Immediately after receiving their card, cardholders shall take any reasonable measures to protect their card from unauthorized access.
- 9.2 In case a transaction requires a cardholder's signature, such signature must correspond to the one on the card. However, even if the signatures do not match, it shall not release the cardholder from their obligation to fulfill their liabilities associated with the card.
- 9.3 Cardholders may use their card for payment purposes, as long as:
- The given contractual relationship exists; and
 - Card is valid.
- 9.4 Cardholders shall ensure their card is kept in a safe manner. Card are not kept in a safe manner, if:
- Third parties may dispose of or gain access to the card without any major effort;
 - Card / card data are used for other purposes than payment transactions;
 - Card handover / card data disclosure to a third party; it does not apply to merchants and their employees, where card / card data are provided for payment execution to the extent necessary for such payment.
- 9.5 In case a cardholder discovers their prepaid card and/or card data are lost, stolen, abused or otherwise used without authorization, they must immediately report this to SIX. For this purpose, SIX has a dedicated telephone number available 24 hours a day, 7 days a week (Section 10).
- 9.6 Warning: Prepaid cards may be used as cash. Therefore, even an unauthorized third party (e.g. a thief) may use such found or stolen card to make payments without any other security mechanisms. Consequently, SIX is not liable for any unauthorized card use prior to blockage notification (see Section 4.2). Please keep your prepaid card safe, similarly as cash.**

Section 10: Card blockage

- 10.1 The card is anonymous and transferable. If a card is lost, stolen, abused or otherwise used without authorization, SIX may only block the given card after a card number and card expiration date are provided. For this purpose, SIX has an international card blockage hotline +43 (0) 1 717 01-4500, which is available 24 hours a day, 7 days a week.
- 10.2 In case of any unauthorized card use after such card is reported lost, stolen or a cardholder reports its abuse or any other use without authorization to SIX, the cardholder shall not be liable for such unauthorized card use. The aforementioned clause shall not apply to any fraud on the part of the cardholder. Moreover, SIX shall be liable if it fails to ensure that cardholders may report lost cards or card abuse / unauthorized use at any time.
- 10.3 Refunds pursuant to Section 8 are possible after a card is blocked.

10.4 Cardholders may block their cards free of charge.

10.5 Merchants are entitled to withdraw any card that has been blocked. Once a card is reported lost or stolen, it cannot be used by a cardholder anymore, even if retrieved thereafter.

10.6 Prepaid cards cannot be used (Section 3.2) after their expiration; therefore, they cannot be blocked either.

Section 11: Replacement card

In case a prepaid card becomes unusable before the card expiration date and it still has some remaining balance, SIX shall provide a replacement card, upon cardholder's request, and transfer any remaining balance from the unusable prepaid card to such new card.

Section 12: Contract termination, statute of limitation, contract amendments

12.1 A cardholder may terminate the contractual relation at any time in writing. Such termination or immediate cancellation will not prejudice any existing obligations of the cardholder, and must be satisfied.

12.2 Upon contract termination or cancellation, the right to use the card and/or enter into legal relationships with merchants based on such card data shall also cease to exist.

12.3 Following the contractual relationship termination, the relevant card must be immediately delivered to SIX.

12.4 In case a prepaid card has some remaining balance after contract termination, the cardholder may request the payment thereof, providing a bank account number (cf. Section 8.5). In case such request is made more than a year after the contract expiration, SIX is entitled to charge a fee in connection with the refund pursuant to Section 14.2, deducting such fee from the card balance.

12.5 In any case, claims for the payment of prepaid card balance shall become statute-barred after the period of three (3) years from the prepaid card expiration date.

Section 13: Miscellaneous provisions

The parties have agreed that the Czech law shall be the governing law, with the exception of any international private law conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods.

Section 14: Fees

In connection with the use of their prepaid cards, cardholders undertake to pay the agreed fees. The following fees shall be charged for prepaid card use:

14.1 Checking card balance and/or transaction data via SMS: CZK 0.00.

14.2 Online balance verification (on the Internet) pursuant to Section 7.1 shall be free of charge.

14.3 For card balance refund: 5% of the refunded amount; however, no less than CZK 50 and no more than CZK 130, where the cardholder:

14.2.1. Requests a refund prior to contract termination;

14.2.2. Terminates his or her contract prior to the contract term (Section 3); or

14.2.3. Requests a refund more than a year after the contract termination (Section 3).

14.4 Any cost incurred in connection with bank transfers to accounts outside the SEPA payment area shall be fully borne by the cardholder.

14.5 According to Section 14, SIX may deduct any fees from the prepaid card balance.

14.6 Any costs incurred in connection with the use of means of distance communication shall be fully borne by the cardholder.

Section 15: Notice / Warning

15.1 Some points of sale, the services of which are paid by means of the card, may charge other fees in addition to the amount payable for their services. This is beyond the control of SIX. Therefore, we advise you to obtain information beforehand on any fees that may be charged.

15.2 Some merchants may only accept the card after cardholders identify themselves (e.g. by presenting photo identification). Therefore, it is recommended by SIX to have, at all times, an identity document – in addition to your card.

15.3 Technical malfunctions that might arise before a payment order is received by SIX may, in individual cases, prevent the transaction execution. Such technical malfunctions, similarly as unaccepted card or rejected transaction by individual merchants, may prevent the payment order from being received by SIX. Consequently, the payment process is not initiated and the payment on the part of SIX does not take place.

In Prague, Version of June 2017