

# Business conditions Benefit Plus

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## Article 1 Introductory provisions

- The subject of the contract is the definition of the conditions under which the Merchant will accept orders and cards issued by the Issuer for payment, and under which their billing will take place.
- The recreation voucher is in the form of an electronic voucher or a Benefit Plus card.
- An order means an electronic (e-mail, SMS, in a mobile application) order for defined services of the Merchant issued by the Publisher for the benefit of a third party - the User (hereinafter referred to as the User).
- Card means an electronic wallet in the form of a card with a unique number and the Benefit Plus logo, through which the User can pay for defined merchant services.
- Benefit Plus card payments are made through the Benefit Plus virtual account. Payments by card via the Benefit Plus virtual account and orders taken are settled and paid directly by the Publisher.
- The Merchant accesses the Benefit Plus virtual account directly from his cash register system, as long as he is connected directly to the Benefit Plus authorization center or via an internet browser after logging in with his username and password at [www.benefitplus.sk](http://www.benefitplus.sk).

## Article 2 Billing of orders and payments with Benefit Plus cards

- The Publisher will reimburse the Merchant for the value of each order that the Merchant marks as exhausted in their Benefit Plus virtual account. The Merchant is responsible to the Publisher that he has provided or will provide the User in the future with payment in the confirmed value of the order that the Merchant has marked as exhausted.
- The Issuer will reimburse the Merchant for each card payment that has been properly authorized in the Merchant's Benefit Plus virtual account.
- The publisher is obliged to perform the billing automatically for the past accounting period within 3 working days from the end of the accounting period. This billing in electronic form will include:
  - an overview of the Issuer's obligations to the Merchant as the sum of completed orders and confirmed card transactions
  - commission invoice as the Publisher's claim against the Merchant.

Within 3 working days from the execution of the invoice, the Publisher will pay the amount owed to the Merchant after taking into account the charged commission. The Issuer is also obliged to issue a statement of used vouchers immediately after marking them as used, if the Merchant requests this.

- In the event of non-compliance with the above deadlines, the Merchant is entitled to charge the Publisher a contractual penalty of 0.1% of the owed amount for each day of delay.

## Article 3 Common provisions

- The Merchant undertakes to provide the User with its services at the same price and under the same conditions as when paying in cash. The Merchant cannot demand from the User an additional payment of the commission intended for the Publisher or any fee not specified here. In the event of a breach of this obligation, the Merchant is obliged to compensate the Publisher for the damage caused in this way.
- The Publisher is obliged to indicate the User's name and surname on the order. When entering payment by card, the Issuer is obliged to show the Merchant the name and surname of the User in the Benefit Plus payment gateway. The Merchant is responsible for providing its services to the required extent to this User on the basis of checking the specified name or signature of the User according to the submitted photo identification card. The Publisher hereby, in accordance with the relevant provisions of Articles 28 and 29 of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons in the processing of personal data and the free movement of such data, which repeals Directive 95/46 EC, authorizes Merchant to process the User's personal data as part of the activity according to this point of the contract for the purpose of verifying his identity in the manner specified in this point of the contract and by recording the number of the submitted identity document. The trader is entitled to involve others to the extent and for the purpose stated in the previous sentence. After the termination of this contract, the Merchant will dispose of the personal data processed on the basis of the Publisher's instructions according to this point of the contract or return them to the Publisher. The Merchant is obliged to cooperate with the Publisher and enable the audit to be carried out.

- The merchant undertakes to ensure the use of the recreation voucher in accordance with sec. § 27 and Act no. 91/2010 Coll. on supporting tourism (reimbursement for the User's stay of at least 2 nights and at the same time in the territory of the Slovak Republic, or reimbursement for the participation of the User's child in a children's camp in the territory of the Slovak Republic during school holidays) and in accordance with section § 152a of the Labor Code on employee recreation.
- The merchant undertakes to use the provided personal data of users only for the purposes of fulfilling this contract. In case of breach of this obligation, the Merchant is obliged to compensate the Publisher for damages.
- The Merchant is responsible for the quality and scope of services provided directly to the User, including the negotiation of potential complaints. The Merchant undertakes not to provide the User with full or partial fulfillment of the order or card transaction in monetary form. The Merchant further undertakes to provide the User with only the services that are further defined in the Categories of provided services section of this contract. The trader is obliged to follow the current legislation related to the given area and adapt it to the development of the provision of services according to this contract. For each violation of this obligation, the Publisher is entitled to charge the Merchant a contractual fine in the amount of the value of the order or card transaction.
- The merchant undertakes to visibly mark his establishment with the Benefit Plus logo in the form of a sticker supplied by the Publisher or in another form at his discretion, and to include information on the possibility of payment via Benefit Plus on his websites, if he operates them.
- The contracting parties undertake to inform the other party electronically or in writing in a timely manner, if possible in advance, of changes to the above-mentioned data and further of all facts that are significant for the proper performance of this contract. The written form is preserved even in the case of an electronic version signed by an ordinary electronic signature of both contractual parties.
- This contract can be changed and supplemented in written electronic form with the consent of both parties.
- The validity and effectiveness of the contract occurs for the electronic version of the contract in pdf format on the day it is sent by the Publisher to the Merchant's e-mail address.
- The contract is concluded for an indefinite period. The notice period is two months (three months in the case of recreational vouchers) and begins on the first day of the month following the month in which the written notice was delivered to the other contracting party.