



## **1. General Provisions**

- 1.1 Terms and Conditions for Payment of the Cash on Delivery Using a Payment Card (hereinafter referred to as the "**Terms of Card Payment**") are attached to the General Terms and Conditions of the Company Zásilkovna s.r.o. (hereinafter referred to as the "**Conditions**").
- 1.2 The Terms of Card Payment define and specify the business and legal relations between the company Zásilkovna s.r.o., the Sender and the Recipient in the event that the Recipient uses the service **Zásilkovna - Payment by Card**.
- 1.3 Terms and abbreviations used in the Conditions have the same meaning in these Terms of Card Payment.
- 1.4 The Recipient has the opportunity to pay the Cash on Delivery upon receipt of the COD Shipment
  - i. upon delivery of the Shipment in cash at the Pick-up Point of the Shipment; or
  - ii. by a payment / payment card accepted by the Provider at the Pick-up Point (hereinafter referred to as "**Payment by Card**").
- 1.5 "**Authorization**" is the process of verifying the possibility of making a non-cash payment by payment card. It is used to verify the validity of the card and of funds to cover the transaction.
- 1.6 "**Association**" is an international company that grants licenses to banks to issue payment cards and process payment card transactions (VISA and MasterCard for the purposes of these Terms of Card Payment).
- 1.7 "**Chargeback**" is a transaction that the Card Issuer refuses to execute or requests a refund for it after execution (usually because the cardholder complained about the payment, the payment was not properly authorized or there was a problem processing it) and which the Provider and Zásilkovna may not refuse to pay nor can they deduct an already executed payment from the account of the Sender.
- 1.8 "**Provider**" is a service provider that processes, stores or transmits data on Recipients for Zásilkovna within the Payment by Card service, while the contractual conditions between Zásilkovna and the Provider are the subject to a separate contractual relationship. The provider is Československá obchodní banka, a. s., identification No.: 00001350 seated at Radlická 333/150, 150 57 Prague 5.
- 1.9 Zásilkovna Service - "**Payment by Card**" consists in the payment of the Cash on Delivery by an accepted payment card at the Pick-up Point.
- 1.10 "**E-COMMERCE Transaction**" is a payment for goods or services via a payment card on the Internet.
- 1.11 "**Card Issuer**" is a bank or other institution authorized to issue payment cards.
- 1.12 Capitalized words and expressions not specified in these Terms of Card Payment are interpreted in accordance with the Conditions issued by the Provider.
- 1.13 The Sender undertakes to proceed in accordance with these Terms of Card Payment and to provide Zásilkovna and the Provider with all co-operation necessary for the proper settlement of transactions made by the Recipients with Zásilkovna.
- 1.14 By handing over of the Shipment in person or online via the Information System of Zásilkovna, the Sender confirms these Terms of Card Payment and declares that he/she



has read the contents hereof before concluding the contract and that he/she agrees with them and accepts them without reservations.

- 1.15 The location of payment terminals at Pick-up Points is a decision of Zásilkovna. Information on the option of Payment by Card at individual Pick-up Points can be found on the [www.zasilkovna.cz](http://www.zasilkovna.cz) website. Payment by Card can be made at specified Pick-up Points the determination of which is a decision of Zásilkovna.

## **2. Delivery and Acceptance of the Shipment**

- 2.1 Delivery and acceptance of the Shipment is governed by the Conditions.
- 2.2 The Sender is entitled to exclude the payment of Cash on Delivery by Payment by Card in the Information System. In the event that the Sender does not exclude the payment of the Cash on Delivery, the Recipient may pay the Cash on Delivery by Payment by Card. The ban of selection of the Cash on Delivery by Payment by Card payment card is effective no later than on the tenth working day after the delivery thereof to Zásilkovna.
- 2.3 It is the responsibility of the Sender in the event that the Provider or the issuing bank has applied the Chargeback, i.e. in particular that
- a) The Provider has suspended the settlement of the transaction by Zásilkovna if the Provider reasonably believes that the transaction was not carried out in accordance with the Provider's terms and conditions, or a complaint was made regarding the completed transaction by the Recipient, the Card Issuer or the Association,
  - b) The Provider did not settle the transaction for Zásilkovna or debited the transaction to Zásilkovna, including incoming payments, or requested immediate payment if the transaction was carried out in accordance with the Provider's conditions, but the issuing bank did not pay the amount of the transaction to Zásilkovna or debited the amount already paid to the Provider or to Zásilkovna.
- 2.4 The Sender acknowledges that the Provider and/or the bank may suspend the payment of the transaction to the account of Zásilkovna for the duration of the reason for the suspension of the payment of the transaction, but for a maximum of 190 calendar days; or refuse to process the transaction. In such a case, the Zásilkovna is not in arrears regarding the fulfillment of its obligations to the Sender and is obliged to immediately inform the Sender of the suspension of settlement or of payment of the transaction by the Provider and/or the bank.
- 2.5 The Sender undertakes to reimburse Zásilkovna for all costs, damages, fees and fines incurred by Zásilkovna as imposed by the Provider and/or the Bank in connection with the cases pursuant to Article 2.3 (Chargeback) and 2.4 of these Terms of Card Payment.
- 2.6 In the event that the Recipient executes a transaction in a foreign currency, the amount of such transaction to be settled in CZK is determined by conversion according to the Provider's conditions, unless paid to the account of the Sender in the currency in which it was collected.

## **3. Remuneration of the Provider, Settlement of Transactions**

- 3.1 The Sender undertakes to pay a fee to Zásilkovna for each transaction within the provision of Zásilkovna - Payment by Card service, in the form of a fee for each executed Payment by Card transaction, in the amount specified in the Price List.



- 3.2 The Sender undertakes to reimburse Zásilkovna for all costs and losses associated with the Payment by Cards transaction (if any) which the Provider claims from Zásilkovna in connection with a specific payment in excess of the usual costs.
- 3.3 Remuneration of Zásilkovna for the provision of Zásilkovna - Payment by Card service does not affect the payment of the fee for the selection of the Cash on Delivery according to the Conditions and the Sender is obliged to pay Zásilkovna the fee for ensuring the takeover of the Cash on Delivery under Art. 6.3(i) of the Conditions.
- 3.4 Payment of the Cash on Delivery accepted by Payment by Card may be challenged by the Sender by a complaint (regarding any differences / errors) within 1 month from the payment of the Cash on Delivery to his/her bank account.
- 3.5 In the event that the Shipment becomes a Return after payment of the Cash on Delivery, the Price of the Shipment will be returned to the Payment Card account. The Sender is obliged to reimburse Zásilkovna for all costs and fees associated with this. The right of Zásilkovna to remuneration for the service Zásilkovna - Payment by Card is not affected. Any Cash on Delivery already paid will be returned to the payment card of the Recipient.
- 3.6 In the event that the Shipment is returned by the Recipient as part of the Complaints Assistant service, the Sender is obliged to reimburse Zásilkovna for all costs and fees that the Provider will apply in connection with such payment. The right of Zásilkovna to remuneration for the payment for the service Zásilkovna - Payment by Card is not affected.
- 3.7 The Sender acknowledges that when performing a transaction in a currency other than CZK and settling on an account in CZK or in another foreign currency, the exchange rate according to the Provider's conditions will be used for conversion. In such cases, Zásilkovna will reimburse the Sender for the amount provided to it by the Provider in accordance with the terms of the agreement governing card payments between Zásilkovna and the Provider.

#### **4. Duties and Obligations of the Sender**

- 4.1 In accordance with generally binding legal regulations, the Sender undertakes to sell goods or provide services to the Recipient under similar conditions both for cash payments and transactions based on wire transfer, and in particular the Sender undertakes not to discriminate against individual groups of Recipients.
- 4.2 The Sender is responsible for the proper delivery of goods or provision of services to the Recipient. In the event that the goods are not properly delivered or the service is not properly provided, the Sender shall be liable to Zásilkovna for property damage suffered by Zásilkovna as a result of failure to deliver the goods or failure to provide the service.
- 4.3 If a claim arises to Zásilkovna in connection with the fulfillment of obligations in the provision of Zásilkovna - Payment by Card service due to (a.) Chargeback events or (b.) non-compliance with of the Terms of Card Payment by the Sender, Zásilkovna is entitled to set off such a receivable against its future receivables (including any Cash on Delivery) of the Sender to Zásilkovna.
- 4.4 For card transactions, a price different from the price for cash transactions may be charged. Surcharge for payment by card may not be charged in excess of the cost of the Sender associated with the acceptance of payment cards as a method of payment. If the surcharge is charged by the Sender, then the relevant difference in price must be clear to the Recipient before choosing the method of payment (when ordering goods) and the Recipient must be clearly and visibly informed of the surcharge request and the amount thereof, or the calculation method so that the Recipient is aware of this fact before choosing the method of payment (when ordering goods).



- 4.5 No minimum or maximum transaction amount may apply to Payment by Cards. The maximum value of the Shipment according to Article 2.1 of the Conditions is not affected by this clause.

#### **Complaints**

- 4.6 In the event that the Recipient or the Issuer disagrees with the transaction, or if it complains about another type of incorrectness of the transaction (e.g. incorrect amount of transaction, non-delivery of goods, etc.), the Sender is obliged to provide Zásilkovna or Provider upon request within five calendar days with communication requesting all relevant information and documents, in particular electronic or other records of the communication with the Recipients and the Provider concerning such a transaction, including any comments of the Sender on the course of the transaction.
- 4.7 Based on the statement of the Sender and the documents sent by him/her, the legitimacy of the complaint will be assessed. If the complaint is assessed to be justified after the evaluation of all available documents and information, Zásilkovna is obliged to inform the Sender of this fact and Zásilkovna is also entitled to proceed in accordance with the provisions of Article 5 (5.1.) and (5.2) of the Terms of Card Payment.
- 4.8 The Sender is obliged to publish a Complaints Procedure on its website issued in accordance with Act No. 89/2012 Coll., the Civil Code, as amended.
- 4.9 The Sender is not entitled to reject a complaint regarding the goods or services sold on the grounds that payment for the goods or services was made using a Payment Card.
- 4.10 If the Sender acknowledges the Recipient's complaint to be justified, the Sender will proceed in accordance with the Complaints Procedure published on its website.

#### **Documentation**

- 4.11 The Sender is obliged to keep all documents reflecting the execution of the transaction - i.e. electronic or other records on the communication with the Recipient and the Provider - for a period of five years from the date of the transaction.
- 4.12 The Sender is obliged to provide the Provider and Zásilkovna with all documents reflecting the proper execution of the transaction and to submit them upon request within five working days from the delivery of such a request.
- 4.13 Zásilkovna and the Sender acknowledge that if one party transfers personal data of third parties (e.g. of Recipients) to the other party, the other party will handle them in accordance with applicable law, in particular Act No. 101/2000. Coll., on the protection of personal data and on the amendment to other Acts of the Parliament, as amended, whereas the processor of personal data is obliged to always ensure that the data subject does not suffer damage to their rights, especially the right to preserve human dignity, and also to pay attention to protection against unauthorized interference with the data subject's private and personal life.
- 4.14 The Sender undertakes to adopt all necessary measures to prevent the leakage or misuse of all data on Recipients - cardholders arising from the rules of the Payment Card Industry Data Security Standard - hereinafter referred to as "PCI-DSS" - which are available on the website <https://www.pcisecuritystandards.org/> - the original text - and <http://www.pcistandard.cz/> - a translation into Czech. The Sender is obliged to get acquainted with the said PCI-DSS standards in detail and undertakes to comply therewith. The Sender bears all costs incurred in the implementation of the system of measures. In connection with the above, the Sender undertakes in particular:
- meet the requirements according to the level to which it has been classified on the basis of the criteria. The level is notified to the Sender upon request by Zásilkovna or by the Provider in writing



- at the request of Zásilkovna, complete the PCI-DSS Self-Assessment Questionnaire, hereinafter referred to as the "SAQ Questionnaire"
- allow the Provider or the Associations to check its compliance with the PCI DSS.

The Sender is aware that in the event of non-compliance with the PCI-DSS rules or in the event of leakage of cardholder data from the system of the Sender or from the system of its business partners, damage may occur on the part of the Provider. The Sender undertakes to reimburse Zásilkovna / the Provider for all damages incurred in this way, including related costs associated with the investigation of the incident, in full within the deadline set by the Provider.

In the event that the Sender discovers the leakage or misuse of data on cardholders, it is obliged to immediately inform Zásilkovna and the Provider. Both Zásilkovna and the Provider are entitled to further share such information with Card Associations, relevant state authorities and other affected parties. The Sender is fully liable for any damages suffered by Zásilkovna, the Provider or a third party as a result of late notification of data misuse by the Sender.

The Sender is aware that he/she is fully responsible for any misuse of cardholder data, which is considered to include in particular the name, address, birth number or their payment instruments. Under no circumstances may the Sender store the Payment Card number, card expiration date and cardholder's PIN, CVV2, CVC2, data from the magnetic stripe.

The Sender is not entitled to require to Zásilkovna / Provider to provide any services or products that are in conflict with PCI-DSS standards.

Upon written request from Zásilkovna / the Provider, the Sender is obliged to provide information regarding the measures taken against the leakage of such data.

## **5. Contractual Penalty, Liability for Damages**

- 5.1 In the event that the Sender seriously violates the obligations arising from these Terms of Card Payment in connection with an individual card transaction made using a Payment Card, Zásilkovna is entitled to demand payment of a contractual penalty in the amount corresponding to the amount of such a card transaction. This does not affect the right to damages.
- 5.2 In the event that Zásilkovna, the Provider or the Association finds the Sender not acting in compliance with security standards, the Sender undertakes to cooperate to eliminate the breach within the time-limits and deadlines set by the Association or the Provider, whereas the said period of time should always be sufficient to make good the shortcoming or to reinstate the security standards of the Associations. In the event that the Association or the Provider imposes a fine on Zásilkovna due to a demonstrable breach of security standards or other conditions which the Sender has undertaken to comply with, the Sender undertakes to pay to Zásilkovna the amount corresponding to the fine imposed upon Zásilkovna, whereas Zásilkovna shall prove to the Sender that the amount requested (corresponding to the fine) is justified. The sender undertakes to pay the amount corresponding to the fine to Zásilkovna upon a written request received from Zásilkovna, within a period specified by Zásilkovna which shall not be less than 20 days. In the event that the Sender does not pay the required amount within the specified deadline and does not reach an agreement with Zásilkovna otherwise, Zásilkovna is entitled to demand a contractual penalty of 0.05% of the amount due for each individual day of delay in payment of the fine. This does not affect the right to damages.





- 5.3 The Sender is aware of the risk that even though the settlement of the Cash on Delivery is made in accordance with the provisions of these Terms of Card Payment, but the card issuer fails to pay the transaction amount or debits the already paid amount to Zásilkovna, Zásilkovna shall not make such a payment to the Sender. If such payment has already been made to the Sender, it becomes a receivable which Zásilkovna is entitled to set off unilaterally against another receivable of the Sender.

## **6. Discontinuation of Receiving Payment by Cards**

- 6.1 The termination of the contractual relationship to which these Terms of Card Payment apply does not release any of the parties from the obligation to settle all obligations that have arisen between them.
- 6.2 Zásilkovna is entitled not to allow the Recipient to pay any Cash on Delivery via Payment by Card. In such a case, the Recipient is obliged to pay Cash on Delivery in another way, preferably in cash.
- 6.3 Zásilkovna is entitled to terminate the provision of the Payment by Card service with immediate effect if it finds a gross breach by the Sender of its obligations under of the Terms of Card Payment, in particular:
- a) if Zásilkovna or the Provider receives a complaint from the Recipient that the Sender offers the Recipients discounts for paying in cash for the performance provided by the Sender,
  - b) if Zásilkovna or the Provider receives a complaint from the Recipient that the Sender refuses to accept a Payment Card for amounts below a certain threshold,
  - c) if it introduces a change in the nature of the online store / launches new goods / services, and the Provider expressly communicates to Zásilkovna that it does not agree with such a change of nature of the business,
  - d) if it provides the Provider with false or incomplete information about the goods / services sold.
- 6.4 Zásilkovna is entitled not to allow the payment of the Cash on Delivery using a Payment Card or the Online Payment Card with immediate effect:
- a) if there are repeated justified complaints against transactions using payment cards made at the Provider by Recipients or Card Issuers or by Associations,
  - b) in the event that the Provider has stopped accepting payment cards for individual Pick-up Point(s) of Zásilkovna.
  - c) if the Sender is engaging in an activity which is in conflict with generally binding legal regulations and which could damage the reputation of Zásilkovna or of the Provider,
  - d) insolvency proceedings were initiated under Act No. 182/2006 Coll., the Insolvency Act.

## **7. Final Provisions**

- 7.1 Communication between the Sender and Zásilkovna under these Terms of Card Payment can take place in the form of e-mail messages.
- 7.2 The Sender is obliged to keep confidential all data concerning the Recipient's Payment Cards. Such information constitutes a trade secret. The Sender is not allowed to compile a list of Recipients' Payment Cards.



- 7.3 Zásilkovna has the right to change the provisions of these Terms of Card Payment depending on the change of conditions set by the Provider for the service Zásilkovna - Payment by Card, in the event that changes to the Provider's conditions without changing these Terms of Card Payment would make it disproportionately difficult for the Provider to provide the service Zásilkovna - Payment by Card. Such changes shall become effective on the eleventh calendar day following the date of the publication thereof on the website.
- 7.4 The rules for changing the Conditions shall apply mutatis mutandis to changes to the Terms of Card Payment.
- 7.5 Zásilkovna is entitled to unilaterally set special rules for the category of risky business partners, e.g. for the provision of travel services, subscriptions, software downloads, etc., depending on the Provider's special rules. These rules become binding upon the Sender on the day following the day of the delivery thereof to the Sender or after they are published on the website of Zásilkovna.