

IDT FINANCIAL SERVICES LIMITED

**FLORA MASTERCARD PRIVATE LABEL GIFT CARD
TERMS AND CONDITIONS**

(the “Terms and Conditions”)

DEFINITIONS

“**Agreement**” means these Terms and Conditions.

“**Available Funds**” means at any given time any unspent funds loaded onto Your Card which are available to pay for transactions prior to the Expiry Date and for fees and charges payable under this Agreement.

“**Card**” means the FLORA MasterCard Private Label Gift Card electronic payment card issued by Us to You.

“**Cardholder**” means the buyer of the Card or anyone who subsequently by transfer of the Card to him/her becomes the authorised user of the Card by signature at the back of the Card. The name or surname of the Cardholder is not specified on the Card.

“**Commencement Date**” means the date You commence using the Card.

“**EEA**” means the European Economic Area.

“**Expiry Date**” means the last day of the month of the date printed on Your Card, which is the date Your Card will cease to work.

“**We**”, “**Us**” or “**Our**” means IDT Financial Services Limited, or First Data Slovakia, s.r.o. acting on behalf of IDT Financial Services Limited.

“**You**” or “**Your**” refers to the Cardholder.

“**Website**” means the website at www.atrium-flora.cz

1. INFORMATION ON WHO WE ARE AND THIS AGREEMENT

- 1.1 This Agreement sets out the general Terms and Conditions that apply to the purchase and any subsequent usage of the FLORA MasterCard Private Label Gift Card. It forms an Agreement between You and Us governing the possession and use of the Card. By buying or using the Card or by signing at the back of the Card, You agree to the Terms and Conditions in the Agreement. Copies of this Agreement can be found on the Website, are available at FLORA Shopping Malls where Cards are sold or by contacting Our Customer Services team in accordance with clause 15.
- 1.2 Cards are issued by IDT Financial Services Limited pursuant to a licence from MasterCard International Incorporated. IDT Financial Services Limited is regulated and authorised by the Financial Services Commission, Gibraltar. Registered Office of IDT Financial Services Limited:

57-63 Line Wall Road, Gibraltar. Registered No. 95716. At all times the Card remains the property of IDT Financial Services Limited.

- 1.3 First Data Slovakia s.r.o. provides customer support for Cards as set out in clause 15 below as our appointed customer support agent.
- 1.4 This Agreement will commence on the Commencement Date and will terminate in accordance with clause 10. This Agreement and all communications between Us and You shall be in the Czech language

2. CARDS

- 2.1 The Card is a prepaid payment card which may be used to pay for goods and services at participating retailers that accept MasterCard cards located within FLORA shopping mall(s). It is designed for use only within this limited network of shops and retail locations where You are physically present. Like any payment card, We cannot guarantee that a particular retailer will accept the Card – please check with the retailer before attempting the transaction if You are unsure.
- 2.2 The Card is a closed loop prepaid card, not a credit card, and is not linked to Your bank account. The Card is intended for use as a means of payment, and funds loaded onto the Card do not constitute a deposit. You will not earn interest on the balance of the Card. The Card will expire on the Expiry Date and will cease to work. Please check clause 8 of this Agreement for further information.
- 2.3 When You buy Your Card, it will be activated and provided to You in an active state. The Card will normally be ready for use 15 minutes after activation. The Card is a single load card and not reloadable, which means no additional value can be loaded onto the Card after its purchase.

3. PURCHASE AND TRANSFER OF CARDS

- 3.1 In order to obtain a Card, You must be at least 15 years old. You may buy the Card only at physical dedicated point of sale (POS) outlets located in FLORA shopping malls. We reserve the right to reject the issuance or sale of a Card for non-discriminatory reasons without stating reasons and You shall not have a claim for the issuance of a Card to you. We may require evidence of who You are and of Your address upon the purchase of a Card by You. We may ask You to provide some documentary evidence to prove this.
- 3.2 When We carry out these identity checks, Your personal information may be disclosed to credit reference agencies and fraud prevention agencies. These agencies may keep a record of the information.
- 3 The purchase of or use of the Card will indicate to Us that You consent to the checks described in this Agreement being undertaken.
- 3.4 You may sign the Card or transfer it to someone else provided that it is not yet signed. The Card is transferrable as long as is not signed on the signature stripe at the back of the Card. When You transfer the Card to someone else, You agree to undertake to inform the transferee about these Terms and Condition which apply to the Card. You agree not to

transfer the Card if it is signed. The Card can only be used for purchases by the person who has signed the Card in Accordance with clause 5.

4. FEES AND CHARGES

4.1 The fees and charges associated with this Card form an integral part of these Terms and Conditions. The following fees and charges apply for the issuance and the usage of the Card, which You agree to pay in addition to the amount of monetary value loaded on the Card when the Card is purchased by You:

4.1.1 Activation Fee: One-off fee for issuing of the Card: Czech Koruna 0 (zero) - no fee applies.

4.1.2 Monthly account maintenance fee for expired Cards: Czech Koruna 80 / month. This fee applies starting from the second month following the Expiry Date and is due monthly in advance on the first day of each month until this Agreement terminates in accordance with clause 8. For example, if a Card expires in April, the monthly account maintenance fee will apply as of the 1st of June of the same year. We will automatically deduct this fee on the first of each month in which this fee applies from the Available Funds on the Card.

4.1.3 Redemption Fee for termination during the validity of Your Card: Czech Koruna 270 / termination. This fee applies in the event that you give us notice of termination in accordance with clause 9.4 to terminate this Agreement prior to the Expiration Date. This fee does not apply for redemptions according to clause 9.1 performed after the Expiry Date.

4.2 All fees and charges may also be found on the Website, at dedicated retail locations where Cards are sold or issued upon request by contacting Our Customer Services team in accordance with clause 15.

5. HOW TO USE THE CARD

5.1 The Card can only be used for purchase once it is signed on the signature stripe at the back of the Card and only by the person who signs the Card on the signature stripe at the back of the Card. Once You have signed the Card, You should take all reasonable steps to ensure the Card is not used by anyone else except You. The signature on the Card is used, depending on the type of the Card, for authorisation of transactions made using the Card.

5.2 We will be entitled to assume that a transaction has been authorised by You where either:

5.2.1 the magnetic strip on the Card was swiped by the retailer; or

5.2.2 a sales slip was signed.

5.3 Normally, We will receive notification of Your authorisation by way of an electronic message in line with the rules and procedures of the payment scheme (MasterCard network). Once You have authorised a transaction, the transaction cannot be stopped or revoked.

- 5.4 On receipt of notification of Your authorisation, We will deduct the value of the transaction, plus any applicable fees and charges, from the Available Funds on the Card. The Card may be used in full or part payment for purchases.
- 5.5 If any payment is attempted that exceeds the Available Funds on the Card, the transaction will be declined.
- 5.6 Normally, We will be able to support transactions 24 hours per day, 365 days per year. However, We cannot guarantee this will be the case, and in certain circumstances – for example a serious technical problem – We may be unable to receive or complete transactions.

6. RESTRICTIONS ON USE OF CARD

- 6.1 The Card may not be used for gambling or for any illegal purposes. The Card may not be used for cash withdrawals at ATMs.
- 6.2 We may restrict or suspend use of Your Card without notice if We identify or suspect that suspicious, fraudulent or illegal activities are being carried out in relation to the Card, if We believe You have not complied with these Terms and Conditions, or in the event of exceptional circumstances which prohibit the normal operation of the Card.

7. CARD BALANCE INQUIRIES

- 7.1 You may check the balance and Available Funds on Your Card by calling Our Customer Services team for this information in accordance with clause 15 below or alternatively at a point of sale where FLORA MasterCard Private Label Gift Cards are sold.

8. EXPIRY OF THE CARD

- 8.1 Your Card will expire on the Expiry Date. Following the Expiry Date, Your Card cannot be used for payments anymore.
- 8.2 Following the Expiry Date, You may redeem any unspent funds on the Card in accordance with the Redemption Procedure in clause 9.

9. REDEMPTION PROCEDURE

- 9.1 Following the Expiry Date on Your Card in clause 8.1 above, You may redeem all of the Available Funds on the Card by contacting Our Customer Services team in accordance with clause 15. Where You request this, We will make an electronic transfer to bank account that You nominate for the amount of the remaining Available Funds on the Card following the deduction of any applicable account maintenance fee.
- 9.2 We will not complete Your redemption request if We believe You have provided false information, We are concerned about the security of a transaction, if Your Card is not in good standing, or if there are insufficient Available Funds to cover any due account maintenance or other fees.

- 9.3 You are entitled to a 14-day “cooling off” period from the Commencement Date during which You may cancel Your Card. Should You wish to cancel Your Card and this Agreement during the “cooling off” period, please return the Card to the CUSTOMER SUPPORT CENTER, Rontgenova 1, 851 00 Bratislava, Slovak Republic unsigned and unused within 14 days of issue and a full refund, including any fees paid to date, will be made to You. Note that You will not be entitled to a refund of any funds that have been spent, including any associated fees, if You have used Your Card during the 14-day “cooling off” period or if the Card is signed by anybody other than You but We will refund any unspent Available Funds and any issuing fees (if any).. Please make sure that You send the card to Us with appropriate form filled in with Your contact details and bank account details of a bank account in Czech bank to which funds will be transferred. You can ask for this form at point of sale in FLORA shopping mall where Card was bought.
- 9.4 Following the end of the “cooling off” period in clause 9.3 above and prior to the Expiry Date on Your Card in clause 8.1 above, You may terminate this Agreement by giving us 1 (one) month notice and redeem all of the Available Funds on the Card by contacting Our Customer Services team in accordance with clause 15. Where You request this, We will deduct any redemption and cash-out fee payable to Us from the Available Funds on the Card in accordance with clause 4.1.3 and will normally make an electronic transfer to a bank account that You nominate for the amount of the remaining Available Funds on the Card following the deduction of any redemption or cash-out fee. We will not complete Your redemption request if We believe You have provided false information, We are concerned about the security of a transaction, if Your Card is not in good standing, or if there are insufficient Available Funds to cover the redemption and cash-out fee.

10 TERMINATION OF THIS AGREEMENT

10.1 This Agreement will terminate on the earliest of:

10.1.1 when all funds loaded onto the Card are spent to pay for transactions, or

10.1.2 redemption by You of the entire remaining balance on Your Card in accordance with clause 9. above; or

10.1.3 when the Available Funds Balance is reduced to zero applying any fees against the available balance in accordance with clause 4.1.

11. KEEPING YOUR CARD AND DETAILS SAFE

11.1 You are responsible for keeping Your Card and its details safe. This means You must take all reasonable steps to avoid the loss, theft or misuse of the Card or details.

11.2 You are responsible to protect Your Card against mechanical damage or other influence which may damage the magnetic stripe o the Card.

12. LOST, STOLEN OR DAMAGED CARDS

12.1 We will not grant a refund for lost or stolen Cards. We shall have no liability for lost or stolen Cards.

12.2 If your Card is non-working or damaged please contact the CUSTOMER SUPPORT CENTER in accordance with clause 15 of this Agreement. You will be asked to provide Your Card number and other information to identify You as the authorised Cardholder.

12.3 If You have notified Us of the damage or non-working condition of the Card, subject to clause 12.2 and provided that We are able to identify Your Card and satisfy certain security checks, We will reimburse the Available Funds on the Card, a Redemption Fee in accordance with clause 4 will be charged for the reimbursement.

13. PURCHASES FROM RETAILERS

13.1 We are not responsible for the safety, legality, quality or any other aspect of the goods and services purchased with the Card.

13.2 Where a retailer provides a refund for any reason (for example, if You return the goods as faulty) We will not apply such refund to Your Card. You are responsible for ensuring that any refund is paid to You by the retailer in cash or by other payment means.

14. TRANSACTION DISPUTES

14.1 If You believe You did not authorise a particular transaction or that a transaction was incorrectly carried out, You must contact Our Customer Services team without undue delay - as soon as You notice the problem. Depending on the circumstances, Our Customer Services team may require You to complete a dispute declaration form.

14.2 We will refund any unauthorised or incorrectly executed transaction as soon as reasonably possible unless We have reason to believe that the incident may have been caused by Your breach of the Agreement, through Your gross negligence or where We have reasonable grounds to suspect fraud by You. We shall not be held liable for any such transactions if You have failed to notify Us of a problem without undue delay – in those circumstances, You may be held liable. You shall also be liable for any unauthorised use of the Card by a person who is not the signatory of the Card if you have provided the Card to such a person or otherwise consented to such use of the Card, or have failed to observe the obligations to keep Your Card safe in accordance with clause 11.

14.3 If Our investigations show that any disputed transaction was authorised by You or You may have acted fraudulently or with gross negligence, We may reverse any refund made and You will be liable for all losses We suffer in connection with the transaction including but not limited to the cost of any investigation carried out by us in relation to the transaction.

14.4 In certain circumstances, We may refuse to complete a transaction that You have authorised. These circumstances include:

14.4.1 if We are concerned about the security of Your Card or We suspect Your Card is being used in a fraudulent or suspicious manner;

14.4.2 if there are not sufficient Available Funds to cover the transaction and all associated fees at the time that We receive notification of the transaction;

14.4.3 if We have reasonable grounds to believe You are acting in breach of this Agreement;
or

14.4.4 if there are errors, failures (mechanical or otherwise) or refusals by merchants, payment processors or payment schemes processing transactions.

15. CUSTOMER SERVICES

15.1 Our Customer Services team are normally available from 08:00-22:00 seven days a week. During these hours We will endeavour to resolve all enquiries immediately, however please note that certain types of enquiry can only be resolved during normal business opening hours. You can contact Our Customer Services team by the following methods:

- phone: +420 22 22 20 669
- emailing: callcentrum@firstdata.sk
- writing to First Data Slovakia s.r.o., "CUSTOMER SUPPORT CENTER; Rontgenova 1, 851 00 Bratislava, Slovak Republic

15.2 If You are not satisfied with any element of the service You receive, any complaints should also be made to Our Customer Services team using the contact details in clause 15.1 above. Calls may be monitored or recorded. If You are still unhappy, You can forward Your complaint to IDT Financial Services, 57-63 Line Wall Road, Gibraltar, or email complaints@idtfinance.com

15.3 If, having exhausted Our complaints procedure, You remain unhappy, You may complain to the Financial Services Commission, PO Box 940, Suite 3, Ground Floor, Atlantic Suites, Europort Avenue, Gibraltar. Tel +350 200 40283, Fax +350 200 40282, e-mail psdcomplaints@fsc.gi, web www.fsc.gi.

16. LIMITATION OF LIABILITY

16.1 Subject to clause 16.4 at all times, none of the organisations described in clauses 1.2 and 1.3 will be liable for:

16.1.1 any fault or failure relating to the use of the Card that is a result of abnormal and unforeseeable circumstances beyond Our control which would have been unavoidable despite all Our efforts to the contrary, including but not limited to, a fault in or failure of data processing systems;

16.1.2 the goods or services that You purchase with Your Card;

16.1.3 any loss of profits, loss of business, or any indirect, consequential, special or punitive losses; or

16.1.4 any acts or omissions that are a consequence of Our compliance with any national or European Union law.

In any event the liability of the organisations described in clauses 1.2 and 1.3 will be limited to the balance of the Card at the time that the event occurs.

- 16.4 Nothing in this Agreement shall exclude or limit any regulatory responsibilities We have which We are not permitted to exclude or limit, or Our liability for death or personal injury.
- 16.5 If You have used Your Card or allowed Your Card to be used fraudulently, in a manner that does not comply with these Terms and Conditions, for illegal purposes, or if You have allowed Your Card or details to be compromised due to negligence You will be held responsible for the use and misuse of the Card. We will take all reasonable and necessary steps to recover any loss from You, and there shall be no maximum limit to Your liability except where relevant laws or regulations impose such a limit. This means You should take care of Your Card and details and act responsibly, or You will be held liable.
- 16.6 The Gibraltar Deposit Guarantee Scheme does not apply to Your Card. This means that in the unlikely event that IDT Financial Services Limited became insolvent, Your Card may become unusable and any funds associated with Your Card may be lost. By using Your Card and by entering into this Agreement You are indicating that You understand and accept these risks.
- 16.7 Your funds are held in a secure client account, specifically for the purpose of redeeming transactions made via Your Card. In the unlikely event of any insolvency, funds that have reached Our account will be protected against claims by creditors.

17. YOUR PERSONAL INFORMATION

- 17.1 We collect certain information about the purchaser and the users of the Card in order to operate the Card programme. IDT Financial Services Limited is the data controllers of Your personal data, and will manage and protect Your personal data in accordance with applicable law. IDT Financial Services Limited receives card services from First Data Slovakia s.r.o., which acts as a data processor for IDT Financial Services Limited.
- 17.2 We may transfer Your personal data outside the EEA to Our commercial partners where necessary to provide Our services to You, such as customer service, account administration, financial reconciliation, or where the transfer is necessary as a result of Your request, such as the processing of any international transaction. When We transfer personal data outside the EEA, We will take steps to ensure that Your personal data is afforded substantially similar protection as personal data processed within the EEA. Please be aware that not all countries have laws to protect personal data in a manner equivalent to that of the EEA. Your use of Our products and services will indicate to Us that You agree to the transfer of Your personal data outside the EEA. If You withdraw Your consent to the processing of Your personal data or its transfer outside the EEA, which You can do by using the contact details in clause 15, We will not be able to provide Our services to You. Therefore, such withdrawal of consent will be deemed to be a termination of the Agreement.
- 17.3 Unless You have provided Your explicit permission, Your personal data will not be used for marketing purposes by Us or Our commercial partners (unless You have independently provided Your consent to them directly), nor will it be shared with third parties unconnected with the Card scheme.

17.4 You have the right to request details of the personal information that is held about You, and You may receive this by writing to our Customer Service Center.

17.5 Please refer to the Privacy Policy of IDT Financial Services Limited <http://www.idtfinance.com/privacypolicy.pdf> for full details, which You accept by accepting the Agreement.

18. CHANGES TO THESE TERMS AND CONDITIONS

18.1 These Terms and Conditions may be changed or amended by Us at any time for legal, regulatory, commercial or security reasons or to enable the proper delivery of or to improve the delivery of the Card scheme.

18.2 If any changes are made they will be publicised on the Website 2 (two) months before the changes take effect (unless the law requires or permits Us to make a more immediate change or in the event of a change to the exchange rate). Copies of the most up-to-date version of the Terms and Conditions will be made available on Our Website or at point of sale in FLORA shopping mall premises at all times and will be available on request.

18.3 It is Your responsibility to check the Website regularly for changes to Our Terms and Conditions. We will assume that You have done so, and will be entitled to assume You have accepted any changes to these Terms and Conditions if You have not notified Us that You do not accept the change prior to the date the change takes effect. If You do not accept a change, You may end this Agreement free of charge.

19. LAW AND COURTS

19.1 The laws of the Czech Republic apply to these Terms and Conditions and to our dealings with You, and You and We will be subject to the non-exclusive jurisdiction of the courts of Czech Republic.

20. SEVERANCE

If any term or provision in the Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of the Agreement but the validity and enforceability of the remainder of the Agreement shall not be affected.

LIST OF STORES WHERE THE CARD CAN BE USED

5asec	DM drogerie	Kavárna Štěstí	Retro
A3 sport	E.L.	Keen	Rituals
Albert Supermarket	Ecco	Klenoty Aurum	Rodinná farma
Albi	Eiffel Optic	Lee, Wrangler & Levi's	Samsonite
Art Café	Erotic City	Leonidas	Savolis
Attrattivo	Esprit	Lillian Vassago	Scan Quilt
Automyčka Express	FAnn Parfumerie	Lindex	Sephora
Bageterie Boulevard	Fibart	Lisca	Sizeer
Bambule	FISCHER	L'Occitane en Provence	Skechers
Baťa	Gabor	Luxor	Storm
Bears & Friends	Gant	Luxury Flowers	T-Mobile
Benenati	Geox	Manufaktura	Tabák Valmont
Benu Lékárna	Giftisimo	McDonald's	Tamaris
Bombay Express	Gino Rossi	Moje Kredenc	Tchibo
Bushman	Ginza running sushi	Moon	Time Out
Butlers	Grand Optical	NUDE Fresh & Juicy	Tomket Pneuservis
Calzedonia	GSM & PC	Nutrend	Trenýrkárna
Camaieu	GSM & PC centrum	O2	Triumph
Celio	Guess Jeans	Offices Shoes	UGO Salaterie
Cinema City a Imax	H&M	Orsay	UGO Freshbar
Claire's	Holandské Květiny	Oxalis čaje & káva	Vabacci
Cocco	Home & Cook	Papírnictví AKM	Vegg-go
Comfor Stores	I Love Servis	Paul pekařství	Via Delle Rose
Corial	Intersport	Paul stánek	Vitaland
Costa Coffee	Intimissimi	Pet Center	Vodafone
CZ777	iStores	Písař	Wine Store
Day Bags	Kadeřnictví Cut & Color	Promod	Yogoterie
Delmart	Kara	Quick Time	Yves Rocher

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