

# Terms and Conditions of Payment Institution NFD a.s. for application of the bonuses

## FUNDAMENTAL PROVISIONS

### Preamble

These Terms and Conditions (hereinafter „TC“) are attached to the General Terms and Conditions (hereinafter „GTC“), which are a part of Framework Contract between client and Payment institution NFD a.s., with headquarters in Popradská 17/670, 064 01 Stará Ľubovňa, Company ID: 46 847 162, registered in the Business Register maintained by the Municipal Court of Prešov, section Sa, entry no. 10486/P (hereinafter „NFD“).

### I. General definitions and terms of TC

**Bonuses:** is a general name of various benefits, which NFD provides to its clients in order to support marketing and loyalty.

**Client:** is anyone who has a Framework Contract about on the provision of payment services with NFD.

**BonoPay Trader:** is everyone who has concluded a Framework Contract on the provision of payment services and a BonoPay Virtual Terminal services provision addendum.

**Pricelist:** pricelist of transfer fees

**GTC:** General Terms and Conditions of Payment Institution NFD a.s.

**MPS:** Master Pay System

**Discount Points:** are a part of non-financial bonuses of NFD, which client obtains after the turnover is executed in contract stores and e-shops. The list of Contract Stores is updated by NFD on its own website. This is a conditional commitment that can be claimed only after the conditions have been fulfilled or can be claimed by requesting their payoff in the manner described below.

a) The number of discount points is determined individually by the seller. One discount point for turnover executed in EUR currency is equal to the amount of 1 EUR. The same it is within CZK and PLN currency, in which 1 discount point of CZK/PLN = 1 CZK/1 PLN.

b) Evidence of discount points' movements, obtained and used, is displayed in client's internet banking.

c) Discount points can be used for reimbursement of the currently paid transfer fee charged in accordance with Pricelist of fees and GTCs.

**Cashback:** is discount in return of the fee paid in accordance with Pricelist and GTC. Discount amount is negotiated between selling place and NFD and between NFD and MPS (including the client), or directly between NFD and the client. Cashback is paid after every payment realized via virtual terminal, or no later than 10<sup>th</sup> day of the next month after the last calendar month. This is the client's income as a refund of the fees paid.

**Affiliate program:** is bonus system, which rewards clients for providing a database of new potential NFD clients. This is a way for a client to provide his/her own contact to a potential client, where NFD sends to a particular recommended contact an email with business offer to open a payment account. Subsequently, NFD completes the whole business case. If a new client will be performing turnovers on his/her own payment account, then the client who provided the contact will be entitled to an affiliate commission.

**Affiliate commission:** is reward for provided database of potential new clients, or only for those contacts that have become new NFD clients. The reward is paid in the form of discount points with agreed amount in accordance with Art. II, par. 5 of these GTCs and within the meaning of agreement between NFD and MPS (including the client), or directly between NFD and the client, based on the billing made by NFD. The client may use discount points to pay fees on his/her own payment account. In case the client is an entrepreneur, then he/she can invoice the discount points as a Reward for mediation of the business (for provided database), where the amount is final for the VAT payer, including VAT. The reward is the tax income of the client and is payable on the basis of an invoice that the client must send not later than 10<sup>th</sup> day of the last month, with maturity until the end of the month, directly to client's payment account in NFD. The reward can be invoiced only based on billing of the last month. Non-invoiced rewards remain as discount points. The non-entrepreneur client can redeem the reward only in the form of discount points as a discount on the fee on their own payment account or it may at most once a year request a payoff of a remuneration adequate to the value of the balance of the collected discount points as irregular income of the citizen under the applicable tax laws. The NFD taxes all revenue earned from fees, and therefore the value of discount points that clients do not withdraw by the end of the accounting year will be lower by the amount of income tax paid.

**Bonuses Billing Claims:** bonuses and discounts are not applicable for claims.

**Cancelation:** if the transaction is cancelled, the transaction will be refunded and deducted by the amount of the bonus already paid, the rebate, the bank fee.

## **II. Conditions for granting bonuses**

1. NFD provides to the client a relevant bonus only in case the transaction has been completed and the fee has been withdrawn.
2. Relevant bonuses are credited no later than 10th day of the next calendar month for transactions realized in the last calendar month.
3. NFD allows clients to realize turnovers in contract e-shops and contract stores via payment gateway (virtual terminal or BonoPay) in order to obtain discount points, which are afterwards intended for reimbursement of current fees paid on his/her payment account. NFD continuously extends the list of contract partners about which it informs its clients via emails and news on the website.
4. NFD provides each client via payment account the cashback of fees paid in the amount of accumulated discount points under these conditions and also entitles or pays out any bonus if:
  - a) he/she has executed a turnover on a payment account of any amount for at least the last 3 consecutive months
  - b) he/she didn't have a cancellation for at least the last 3 consecutive months
5. NFD prepared for each client an Affiliate program, which consists of the ability to provide contacts (name and surname, phone, email) from own list of friends as potential future clients of NFD. The Affiliate program (form for uploading contact information) is available in each client's internet banking. If NFD succeeds in acquiring a new client, then the Affiliate commission is a reward for submitted contact at value of 5% of the fees paid to new clients. The NFD transfers Affiliate commission to discount points, with discount points being used by the client for the cash-back of the following fee or invoiced in accordance with the above conditions if the billing amount is greater than 10 EUR, or an amount can be requested to be paid-off, equal to the amount of discount points earned at most once a year as a form of irregular income. The subject of invoicing is exempt from VAT in accordance with § 39 of Act no. 222/2004 Coll. on Value Added Tax, as amended.
6. NFD may at any time prepare new motivational programs and bonuses, which will be published in the news on NFD website.
7. NFD reserves the right to update these TCs. NFD bonuses are claimable for NFD clients.
8. In the event that the client causes a damage to NFD, he/she is obliged to pay back received financial bonuses (cashback, re-paid fees, affiliate commission) within 30 days from requisition, thus not losing the legal claim for compensation of the damage caused.

## **III. Conditions for granting bonuses for BonoPay Trader**

1. The NFD gives a BonoPay Trader a bonus of 100% discount off all fees if all of the following conditions are met:
  - A. he does not make more than ten outgoing payments from his payment account in that month and
  - B. if the amount of payments received via the virtual terminal will be higher than 500 EUR (by word: five hundred EUR) for the past month and
  - C. if a BonoPay Trader offers the NFD a backward discount of at least 3% or more.
2. If the outgoing payments exceed 10, then each subsequent outgoing payment from his/her payment account will be charged in the sense of the pricelist.
3. The BonoPay Trader can receive a cash-back of 5% of the backward rebates paid, or paid fees for payments received via a virtual terminal if he/she receives 10 or more payments for a total amount of 10,000 EUR or more over the past month.
4. Fee charging or cash-back payoff happens directly on the client's payment account and always after the end of the month until the end of the following month on the basis of these TCs (without the need for an invoice).

### **Disclaimer**

**The NFD hereby declares that the use of the NFD logo as well as other marks without prior written consent is prohibited. The NFD is not responsible for fulfilling the obligations of the contractual partners.**

**In Stará Ľubovňa, 31.01.2019**