

GENERAL BUSINESS TERMS AND CONDITIONS OF THE LOYALTY SCHEME

(issued by the Operator within the meaning of Article 273(1) of the Commercial Code)

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22/03/2024

Berkshire BLUE CHIP, a. s., with its registered office at Dvořákovo nábrežie 10, 811 02 Bratislava, Comp. ID No.: 35 818 263, registered in the *Commercial Register of the City Court Bratislava III*, Section: Sa, File No. 2784/B as the Operator of the Loyalty Scheme, issues in accordance with the legal norms valid and effective in the territory of the Slovak Republic these General Business Terms and Conditions which regulate in detail the relations between the Operator and the Clients within the Loyalty Scheme, as well as in general between the Operator, the Clients and the Business Partners within the Loyalty Scheme.

1 DEFINITIONS

For the purposes of these General Business Terms and Conditions, their amendments and/or annexes, the words and phrases listed in this article shall have the following meanings:

“Benefits” shall mean goods, services or products provided by the Business Partner and/or the Operator to the Client in exchange for Loyalty Points accumulated by the Client. Loyalty Points may be combined with cash for the payment of Benefits according to the terms and conditions specified by the Party. The Customer purchases Benefits directly from the Business Partner or through the Internet Account.

“Internet Account” shall mean the Client’s Internet Account established for the Client in the Loyalty Scheme by the Operator accessible through J&T Bank’s electronic banking services (ePortal) which *enables the Client to access their Loyalty Account. The Client may choose a personal identification code (PIN code), which will be used by the Client to authorise payments with Loyalty Points in accordance with the GTC.*

“J&T Bank” shall mean J&T BANKA, a.s., with its registered office at *Sokolovská 700/113a*, 186 00 Prague 8, Czech Republic, Comp. ID No.: 471 15 378, registered in the Commercial Register kept by the Municipal Court in Prague, Section B, File 1731 and its foreign branch operating in the territory of the Slovak Republic through the organisational unit J&T BANKA, a.s., pobočka zahraničnej banky, with its registered office at Dvořákovo nábrežie 8, 811 02 Bratislava, Comp. ID No.: 35 964 693, registered in the Commercial Register kept by the City Court Bratislava III, Section: Po, File No.: 1320/B.

“Client” shall mean a natural person *who has become a client of J&T Bank up to 31 March 2024 inclusive and is deemed to be a Client until all Loyalty Points credited to the Client’s account in the Loyalty Scheme have been consumed, but no later than until 31 January 2025.* The Contractual Relation has been established on the basis of a contract in favour of a third person in accordance with Article 50 of the Civil Code. The Client has agreed to enter the Loyalty Scheme by concluding such a contract for J&T Bank’s products, which regulates the entry into the Loyalty Scheme. The Client will enter into a contractual relationship with the Business Partner only if he/she enters into a contract with the Business Partner for goods, services or products offered by the Business Partner within the framework of the Loyalty Scheme. A legal entity shall also be considered a Client if it has become a client of J&T Bank up to 18 September 2011 inclusive, and shall be considered a Client until all Loyalty Points credited

to the Client by the Loyalty Scheme Operator on the basis of J&T Bank's instruction to the legal entity's account in the Loyalty Scheme have been consumed, however, *no later than until 31 January 2025*. The provisions of these GTC shall also apply accordingly to Clients - legal entities.

"Business Partner" shall mean any legal entity or natural person who has a special contractual relationship with the Operator and who, in accordance with Applicable Legal Regulations, is eligible to supply goods, services and products to the Client. The Business Partner is directly in a special contractual relationship only with the Operator. *The term Business Partner used in these General Business Terms and Conditions also applies to J&T Bank if the GTC does not explicitly distinguish between the Business Partner and J&T Bank in specific cases.*

"Commercial Code" shall mean Act No. 513/1991 Coll., Commercial Code, as amended.

"Civil Code" shall mean Act No. 40/1964 Coll., Civil Code, as amended.

"Personal Data" shall mean data concerning an identified or identifiable natural person who can be identified, directly or indirectly, in particular by reference to a commonly usable identifier, to another identifier such as the first name, surname, identification number, location data or an online identifier, or to one or more characteristics or attributes which constitute their physical identity, physiological identity, genetic identity, psychological identity, mental identity, economic identity, cultural identity or social identity.

"POS Terminal" shall mean a technical device at the disposal of the Business Partners and/or the Operator through which Loyalty Points are consumed.

"Voucher" shall mean a documentary certificate which has a certain monetary value and which can be used to pay for services or to purchase certain goods and/or products from the Operator and/or the Business Partner.

"Operator" shall mean Berkshire BLUE CHIP, a. s., with its registered office at Dvořákovo nábřeží 10, 811 02 Bratislava, Comp. ID No.: 35 818 263, registered in the *Commercial Register of the City Court Bratislava III*, Section: Sa, File No.: 2784/B.

"Applicable Legal Regulations" shall mean all the generally binding legal regulations in force and effect in the Slovak Republic, in particular the acts, subordinate legislation and regulations, generally binding orders of towns and municipalities, and technical standards, in particular Slovak Technical Standards.

"Registration" shall mean the entry into the Loyalty Scheme, which occurs by entering into a Contractual Relationship.

"Loyalty Card" shall mean a card issued by J&T Bank through which the Client makes payments for goods, services and products at Business Partners. *The Loyalty Card contains a 16-digit PAN card number and a magnetic strip which carries the*

Loyalty Card identification number.

“Loyalty Points” shall mean the Loyalty Points under the Loyalty Scheme accumulated by the Client on their Loyalty Account, which the Client has earned for the use of J&T Bank’s services and products and/or for the purchase of goods, services and products from the Business Partners and/or the Operator, and which he/she is entitled to use for the purchase of Benefits (consume). In marketing communications, Loyalty Points may also be referred to as **“coupons”**.

“Loyalty Scheme” shall mean the Magnus Loyalty Scheme, which generally governs the mutual rights and obligations between the Operator, the Client and the Business Partner in the operation of the Loyalty Scheme. In marketing communications, the Loyalty Scheme may also be referred to as the “Loyalty Club”, the “Magnus Club” or any other combination of similar words.

“Loyalty Account” shall mean the Client’s account maintained in the Loyalty Scheme, which is used to record the Client’s Loyalty Points.

“General Business Terms and Conditions” or **“GTC”** shall mean these General Business Terms and Conditions of the Loyalty Scheme.

“Personal Data Protection Act” shall mean Act No. 18/2018 Coll. on personal data protection and on the amendment to certain acts as amended.

“Party” or **“Parties”** shall mean the Operator, the Client and the Business Partner individually, jointly or in any possible combination thereof.

“Contractual Relationship” shall mean a legal contractual relationship between the Operator and the Client, the content (rights and obligations) of which are defined in the GTC.

2 SUBJECT MATTER OF THE CONTRACTUAL RELATIONSHIP

- 2.1 The subject matter of this Contractual Relationship is the regulation of the rights and obligations between the Operator and the Client in the use of the Loyalty Scheme by the Client. The subject matter of this Contractual Relationship is also the regulation of the rights and obligations in general between the Client and the Business Partner, as well as the definition of the rights and obligations in general between the Operator and the Business Partner, provided, however, that specific agreements concluded between the Client and the Business Partner, or between the Operator and the Business Partner, expressly refer to these GTC. In the event that the legal relationship between the Parties or the legal relationship between J&T Bank and the Client is governed by a special contract, this special contract shall always prevail, unless it is expressly stated therein that the rights and obligations set forth in the GTC shall prevail.
- 2.2 There are no other legal relations between the Operator and the Client apart from the Contractual Relationship in

question, as set out in these GTC. Both the Operator and the Client are treated as independent economic market participants.

3 DEFINITION OF THE RELATIONSHIP BETWEEN THE OPERATOR AND THE CLIENT

3.1 Rights and Obligations of the Client

- 3.1.1 The Client shall not be obliged to provide the Operator with their Personal Data. J&T Bank shall provide the Operator only with the Client's identification number generated by J&T Bank's information system and intended for the correct registration and provision of J&T Bank's products and services. J&T Bank shall provide the Operator or the Business Partner with the Client's Personal Data only upon a reasoned written request of the Operator or the Business Partner and only for the purpose defined in Clause 10.2, second sentence of the GTC, within five (5) business days from the date of receipt of the written request. If the provision of such Personal Data is not in direct connection with the Loyalty Scheme or in accordance with Applicable Legal Regulations, J&T Bank shall refuse to provide the Personal Data.
- 3.1.2 The participation of the Client in the Loyalty Scheme is always free of charge, unless any specific measures or provisions of these GTC do not stipulate a fee for certain services. Therefore, the Client will not be charged any special fees for purchases of goods, services, products or Benefits.
- 3.1.3 The Client shall be entitled to use the Loyalty Scheme Benefits at their own discretion, *taking into account the technical capabilities of the Loyalty Scheme*. The Client shall not be obliged to purchase goods, services and products of the Business Partners or the Operator if he/she chooses to do so. *The Client shall have the right to consume Loyalty Points at any time during the term of the Contractual Relationship, but no later than on 31 December 2024. Loyalty Points that are not consumed by the Client by the deadline under the preceding sentence shall expire and the Operator shall ensure the payment of funds in the amount corresponding to the value of the Client's unconsumed Loyalty Points within the meaning of Clause 3.3.1 of the GTC to the Client through J&T Bank by 31 January 2025.* In connection with the above, the Operator shall guarantee to the Client that he/she will not be sanctioned or forced to act in any way contrary to the provisions of this clause of the GTC.
- 3.1.4 The Client shall not be entitled to advertise the Loyalty Scheme in mass media without the prior consent of the Operator. Promotion of the Loyalty Scheme on social networks shall not be deemed to be such conduct.
- 3.1.5 The Client shall not be entitled to use the brand, logo, word and image marks or other identifying features of the Loyalty Scheme without the express written consent of the Operator in connection with the use of the Loyalty Scheme, in whatever form, whether on paper or by reproduction in electronic media, as the Client thereby infringes on the protective rights of the Operator and/or its Business Partners. The Client acknowledges that the breach shall not only be considered as a serious reason for termination of this Contractual Relationship by notice by the Operator, but shall also entitle the affected legal entities to claim damages. Promotion of the Loyalty Scheme on social networks shall not be deemed to be such conduct.

3.2 Rights and Obligations of the Operator

3.2.1 The Operator shall be obliged to publish an up-to-date list of Business Partners on the Loyalty Scheme website. If the Operator enters into a contract with a new entity that becomes a Business Partner, the Operator shall be obliged to update the list of Business Partners no later than 15 days *after the conclusion of the contract with the Business Partner*. The Operator shall also be obliged to inform about the conclusion of this contract by means of a notice on the Loyalty Scheme website.

3.3 Conditions and Method of Using the Loyalty Scheme

3.3.1 *One (1) Loyalty Point corresponds to an amount of one (1) euro cent.* The Operator shall determine the value of one (1) Loyalty Point at its sole discretion by notice on the Loyalty Scheme Website. *The Operator's decision to change the value of one (1) Loyalty Point shall take effect upon the expiration of three (3) calendar months from the first day of the month following the month in which such decision is published on the Loyalty Scheme website.*

3.3.2 The Client is entitled to purchase Benefits under the Loyalty Scheme. The purchase of Benefits is made directly with the Business Partners and/or the Operator with *Loyalty Points via the Loyalty Card*, or by additional payment with cash if the Business Partner or Operator allows it during the purchase of the goods or services in question. *The Client may also purchase the Benefit through the Internet Account. In this case, a Voucher for the Benefit will be placed in the Client's Internet Account.*

3.3.3 The Client shall be obliged to present the Loyalty Card when purchasing a Benefit from the Operator or the Business Partner. After the purchase of the Benefit, the *Operator* or the Business Partner shall deduct the Client's Loyalty Points used for the purchase of the Benefit via the POS Terminal. Subsequently, they shall issue a receipt to the Client using the POS Terminal, in which it will be indicated what amount of Loyalty Points has been consumed during the purchase of the Benefit and what amount of Loyalty Points *has been retained by the Client.* *If the number of Loyalty Points corresponds to an amount greater than EUR fifty (50), the Client shall be obliged to authorise the purchase of the Benefit with a PIN code.*

3.3.4 The Client shall be entitled to purchase goods, services and/or products from the Business Partner also via the *Business Partner's website*, if the Business Partner provides such an option.

3.3.5 The Business Partner and the Operator shall subsequently settle the purchase of the Benefit by the Client in accordance with the terms and conditions agreed in a special agreement concluded between the Business Partner and the Operator.

3.3.6 The purchase of Benefits from J&T Bank is governed by a contract concluded between J&T Bank and the Client.

3.3.7 The Client shall be entitled to return (cancel) the unused purchased Voucher or exchange the Voucher for another one in accordance with the Business Partner's business terms and conditions.

3.3.8 The Client may make defect claims for Benefits purchased from the Business Partner and/or the Operator, in accordance with the Applicable Legal Regulations.

3.3.9 The Operator shall not be liable to the Client for the quality of the Benefit provided by the Business Partner. The Business Partner shall be fully responsible for the quality of the Benefit. The Operator shall only provide the Client with the opportunity to take advantage of the benefits provided by the Loyalty Scheme when purchasing goods, services and products and when subsequently purchasing Benefits. In the event of multiple complaints from

Clients about Benefits provided by the same Business Partner, the Operator and the Business Partner shall negotiate according to the provisions of a special contract or agreement concluded directly between the Operator and the Business Partner.

- 3.3.10 The Operator shall be liable for the quality of the Benefit provided to the Client directly by the Operator.
- 3.3.11 The possibility to purchase a specific Benefit from a specific Business Partner expires at the moment of termination of a specific contract concluded between the Operator and the Business Partner, or at the moment of entry into force of an amendment concluded between the Operator and the Business Partner to the contract regulating the manner, terms and conditions and specific Benefits provided by the Business Partner to the Clients within the Loyalty Scheme, if the amendment in question excludes the possibility of purchase of this Benefit. *The possibility to purchase a particular Benefit from a particular Business Partner, or to purchase a Benefit under certain conditions, shall cease on the effective date of the Business Partner's decision not to provide that Benefit or not to provide that Benefit under certain conditions.*
- 3.3.12 The possibility to purchase Benefits from the Operator shall cease on the effective date of the Operator's decision not to provide this Benefit.
- 3.3.13 The Client shall be entitled to transfer (donate) Loyalty Points to another Client free of charge through their Internet Account, at their own discretion and free decision.

4 DEFINITION OF THE RELATIONSHIP BETWEEN THE CLIENT AND THE BUSINESS PARTNER

4.1 Rights and Obligations of the Client

- 4.1.1 The Client shall be entitled to purchase goods, services and products from the Business Partners. When purchasing goods and services, the Client shall act at their own discretion and shall not be influenced or coerced by the Business Partner to purchase goods, services or products.
- 4.1.2 *Subject to the terms and conditions set out in the GTC, the Client shall be entitled to purchase Benefits at any time during the period in which the Business Partner offers the Benefit. The Client's right to use the Benefit or the Voucher shall not expire if the Business Partner ceases to offer the Benefit between the time of purchase of the Benefit and the time of its use. The Client shall be entitled to use this Benefit as originally agreed between the Client and the Business Partner.*
- 4.1.3 The Client shall be entitled to make claims against the Business Partner for defects in the goods, products or services provided as a Benefit at the time of their delivery or at the time of their use, and shall also be entitled to claim the removal of defects that appear in the goods provided as a Benefit within the warranty period, if the Business Partner provides a warranty for the quality of the goods within the meaning of the *Applicable Legal Regulations* or within the meaning of a unilateral declaration by the Business Partner.
- 4.1.4 When using a Benefit, the Client shall be obliged to comply with the terms and conditions of use of this Benefit, if any. Failure to comply with these terms and conditions shall result in the inability to claim for defects in the warranty period for the Benefit, or other sanctions set by the Business Partner (inability to continue using the Benefit, inability to purchase Benefits from the Business Partner for a specified period of time, etc.). The Client shall be entitled to purchase a Benefit in order to provide it to a third party designated by agreement with the

Business Partner.

- 4.1.5 The Business Partner shall respect the Client's request to provide the Benefit to a person other than the Client. In such a case, the contractual relationship shall be between the Client on the one hand and the Business Partner on the other hand, with the Client being responsible for compliance with the terms and conditions of use of the Benefit, if any, set by the Business Partner.

4.2 Rights and Obligations of the Business Partner

- 4.2.1 The Business Partner shall be obliged to create equal conditions for Clients to purchase goods, products, services or Benefits from the Business Partner and shall not favour any Client in any way.
- 4.2.2 The Business Partner shall not be entitled to refuse to provide the Benefit to the Client after the Client has duly purchased the Benefit by means of Loyalty Points, possibly in combination with the additional payment in cash, even if the provision of the Benefit is cancelled by the Business Partner.

4.3 Terms and Conditions of Use of Benefits

- 4.3.1 When using Benefits, the Client enters into a separate contractual relationship with the Business Partner, which is the most appropriate from a legal point of view when using the Benefit. The Business Partner may set special conditions for the use of the Benefits it provides or adopt its own business terms and conditions governing the contractual relationship between the Client and the Business Partner.
- 4.3.2 The rights and obligations arising for the Client and the Business Partner as Parties to a special contractual relationship concluded between them may be amended, supplemented or cancelled only in accordance with the provisions governing this special contractual relationship or in accordance with the statutory provisions applicable to this special contractual relationship.

5 DEFINITION OF THE RELATIONSHIP BETWEEN THE OPERATOR AND THE BUSINESS PARTNER

- 5.1 The relationship between the Operator and the Business Partner is defined by a special contract concluded between the Operator and the Business Partner as Parties. In this contract, the Operator and the Business Partner shall precisely define the content (rights and obligations) resulting from the participation in the Loyalty Scheme.
- 5.2 The contract concluded between the Operator and the Business Partner is not accessible to the Clients or other public. It is subject to confidentiality of all facts stated therein. In no event shall the said contract give rise to any direct rights or obligations on the part of the Clients.
- 5.3 Both the Operator and the Business Partner have undertaken in the contract to respect the rights and fulfil the obligations towards the other Party.

6 LIABILITY OF THE OPERATOR

- 6.1 The Operator shall only be liable to the Client for the damage incurred within the framework of the Contractual Relationship if the Operator is proven to be intentionally at fault or grossly negligent on the part of the Operator. In such a case, the Operator undertakes to compensate the Client for the damage in full.
- 6.2 The Client shall be obliged to prove the damage incurred without any doubt or discrepancy. In the event that the Client is unable to prove the damage in this way, the Operator shall only be obliged to compensate for the damage to the extent that it has been proven beyond any doubt. The Operator shall not be obliged to compensate for the remainder of the damage incurred. The Client may apply for compensation for the remaining part of the damage to the substantively and locally competent court of the Slovak Republic.
- 6.3 The Operator shall not be liable and shall not be responsible for any damages arising in connection with access to the Loyalty Scheme website. The Client shall be obliged to keep their login details for their Internet Account confidential and secure them in order to prevent their misuse. The Operator shall not be liable for any malfunction or incorrect function of the Business Partner's technical equipment. Furthermore, the Operator shall not be liable for the damage and other consequences caused by falsification or incorrect completion of documents related to the creation, change or termination of the Client's status in the Loyalty Scheme.
- 6.4 The Operator shall not be responsible for the impossibility of purchase of goods and services by the Client and purchase of Benefits from the Business Partner. The Operator shall also not be liable for the quality of goods, services, products or Benefits purchased by the Client from the Operator.
- 6.5 The Operator assumes no warranty or liability for the obligations of Business Partners in the purchase of goods, services, products or Benefits, especially not for any failure to fulfil, for non-delivery or inability to use the goods, services, products or Benefits.

7 LIABILITY OF THE CLIENT

- 7.1 The Client shall be liable for any damage caused to the Operator by the Client's intentional act or gross negligence, which occurred within the framework of the Loyalty Scheme or in connection with the purchase of goods, services or products or the purchase of Benefits from the Business Partner. The Client undertakes to compensate the Operator in full for the damage incurred, provided that the Operator has proven its damage beyond any doubt. In the event that the Client refuses to compensate the Operator for the damage or does not accept its proven amount, the Operator shall be entitled to apply to the substantively and locally competent court of the Slovak Republic.
- 7.2 The Client shall be liable for the damage incurred by the Business Partner in accordance with the Applicable Legal Regulations and the provisions agreed in the special contractual relationship between the Client and the Business Partner.

8 LIABILITY OF THE BUSINESS PARTNER

- 8.1 The Business Partner shall be liable for the damage incurred by the Operator in accordance with the Applicable Legal Regulations and the provisions agreed in the special contractual relationship between the Operator and the Business Partner.
- 8.2 The Business Partner shall be liable for the damage incurred by the Client in accordance with the Applicable Legal Regulations and the provisions agreed in the special contractual relationship between the Client and the Business Partner.

9 DURATION AND TERMINATION OF THE CONTRACTUAL RELATIONSHIP BETWEEN THE CLIENT AND THE OPERATOR

- 9.1 The Contractual Relationship between the Client and the Operator, which was established on the basis of a special contract between the Client and J&T Bank (a contract in favour of a third person), shall terminate in the manner agreed between the Client and J&T Bank. The Contractual Relationship between the Client and the Operator is an accessory relationship and its creation, change or termination is dependent on a special contract concluded between the Client and J&T Bank. *Unless the Contractual Relationship between the Client and the Operator is terminated earlier on the basis of the termination of the special contract between the Client and J&T Bank, the Contractual Relationship between the Client and the Operator will terminate on 31 January 2025 with the termination of the Loyalty Scheme.*
- 9.2 In the event that the Client violates any of the provisions of these GTC, the Operator shall be entitled to terminate the Contractual Relationship between the Client and the Operator. The termination of the Contractual Relationship shall be submitted by the Operator through J&T Bank, which is hereby authorised to do so.
- 9.3 The Client shall be entitled to use the purchased Benefits even after the termination of the Contractual Relationship, provided that the Client purchased them before its termination. *The right to consume Loyalty Points expires with the termination of the Contractual Relationship.*

10 PROTECTION OF PERSONAL DATA OF THE CLIENT

- 10.1 The Client of the Loyalty Scheme shall not provide the Operator with the Client's Personal Data. The Client's Personal Data is processed exclusively by J&T Bank in accordance with the contractual arrangements between the Client and J&T Bank.
- 10.2 J&T Bank transmits to the Loyalty Card reading system (also to all business partners) exclusively the Client's identification number, which is generated by J&T Bank's information system and is intended for the correct registration and provision of J&T Bank's products and services. The Client acknowledges and agrees that their Personal Data will only be provided to the Operator and/or Business Partner where the nature of the Benefit so requires and where it is not possible to secure the purchase or use of the Benefit for the Client without the provision of the Client's Personal Data. The Client agrees that their data and turnover will be processed in an anonymous form (not linked to the Client's person) and will be handed over to other persons for statistical purposes as well as for the improvement of the Loyalty Scheme, but in a form that does not allow the Client to be identified by other persons.

- 10.3 The Client acknowledges that in purchasing or using Benefits the Client enters into a special contractual relationship with the Business Partner and that in such case the Business Partner may require the Client to provide Personal Data.
- 10.4 The Client may withdraw any consent under this article of the GTC at any time in writing. The Client acknowledges that in such case the Operator may not be able and/or authorised to continue to provide the Loyalty Scheme services to the Client.
- 10.5 A Client who is no longer interested in operating the Loyalty Scheme in any way may request the deletion (destruction) of their Personal Data stored in the Loyalty Scheme.

11 FINAL PROVISIONS

- 11.1 These GTC were published on 25 March 2024 and come into force and effect on 09 April 2024. These GTC amend and replace the General Business Terms and Conditions version 1.06 dated 1 March 2017.
- 11.2 The Operator shall be entitled to unilaterally change the GTC due to (i) a change in the Operator's policy on the provision of Benefits under the Loyalty Scheme, (ii) a change in the financial, economic or social situation in the territory of the Slovak Republic, (iii) a change in the Applicable Legal Regulations or (iv) for any other, unspecified, serious reason.
- 11.3 The Operator shall be obliged to publish the current version of the GTC on the Loyalty Scheme website. In the event that the Operator unilaterally changes the provisions of the GTC, it undertakes to publish their current version with the exact specification of the changes on its website and on the Loyalty Scheme website no later than 5 days after the approval of the change and at least 15 days before the new GTC comes into effect. By entering into a Contractual Relationship with the Operator, the Client agrees that the Operator may unilaterally amend the GTC. In the event that the Client does not agree with the change of the GTC, the Client shall be entitled to terminate the Contractual Relationship with immediate effect from the date of publication. The termination shall not affect the use of the Benefits already purchased. If the Client does not terminate the Contractual Relationship within the meaning of the preceding sentence, the Client shall be deemed to have agreed to the change in the Business Terms and Conditions. The Client's consent to the change of the GTC shall be deemed to be, in particular, the Client's implied expressions of will consisting in the performance of actual or legal acts by which they continue to purchase Benefits under the Loyalty Scheme and/or continue to purchase goods, services, products or Benefits of J&T Bank and/or Business Partners and/or the Operator itself and to collect Loyalty Points. From that moment on, the Contractual Relationship shall be governed by the amended GTC.
- 11.4 This Contractual Relationship is a legal contractual relationship concluded within the meaning of the provisions of Article 262 (1) and 269 (2) of the Commercial Code.
- 11.5 This Contractual Relationship shall be governed by the laws of the Slovak Republic. This provision is a choice of applicable law within the meaning of Article 3 of REGULATION (EC) No. 593/2008 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 17 June 2008 on the law applicable to contractual obligations (Rome I). The rights and obligations not expressly governed by these GTC shall be governed by the Applicable Legal Regulations, in particular the Commercial Code. Any dispute arising out of this Contractual Relationship shall be settled by the substantively and locally competent court of the Slovak Republic in accordance with Article 25 of REGULATION (EU) No 1215/2015 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 12 December 2012.

11.6 In the event that any provision of these GTC is or becomes invalid, ineffective and/or unenforceable, the validity, effectiveness and/or enforceability of the remaining provisions of these GTC shall not be affected unless the nature of such provision itself precludes it under the Applicable Legal Regulations. Without undue delay after it has learned that any provision of the GTC is invalid, ineffective and/or unenforceable, the Operator undertakes to replace the affected provision with a new provision, the content of which shall correspond as far as possible to the content of the previous provision ascertained by logical interpretation.

*In accordance with Clause 11.3 of the GTC, the provisions of the GTC affected by the changes are highlighted (specified) in italics.

In Bratislava, on 22 March 2024
Berkshire BLUE CHIP, a. s.