

Mastercard Asistent

Terms and Conditions for assistance services for Mastercard® cardholders

Mastercard Concierge is provided on behalf of Mastercard by Quintessentially (UK) Limited and/or members of its corporate group (the "Program"). This service is offered to Mastercard cardholders with premium and/or commercial cards issued in the Czech Republic.

These Conditions apply to all services ordered from or provided to you by Quintessentially (UK) Limited and members of its corporate group and by requesting services from Quintessentially (UK) Limited and members of its corporate group you agree that these conditions shall apply to those services and your order.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions, the following definitions apply:

Benefits: means the benefits made available to Members by Suppliers.

Conditions: these terms and conditions as amended from time to time in accordance with clause 9.5.

Member: a person registered as a member of the Program.

Membership: means membership of the Program.

Request: means a request placed by a Member with Quintessentially (UK) Limited and members of its corporate group to arrange the supply of goods and/or services from a third party on the Member's behalf.

Services: means the concierge and lifestyle management services provided by Quintessentially (UK) Limited and members of its corporate group to its Members as part of their Membership as specified in Clause 3.1 of these Conditions.

Supplier: means a supplier engaged by Quintessentially (UK) Limited and members of its corporate group on behalf of and as agent for a Member to provide goods and/or services to that Member.

1.2 In these Conditions, the following rules apply:

(a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

(b) a reference to a party includes its personal representatives, successors or permitted assigns;

(c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory



provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

(d) any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

(e) a reference to writing or written includes e-mails.

2. MEMBERSHIP APPLICATIONS

2.1 You are obliged to provide correct personal details when you apply for Membership. Failure to do so may invalidate your Membership and any subsequent transactions. Your responsibility to provide accurate information is a continuing obligation and you must notify Quintessentially (UK) Limited and members of its corporate group promptly in the event that any information provided by you in connection with your Membership changes.

2.2 Your Membership is personal to you. You are responsible for ensuring that no one (other than your personal assistant on your behalf, where applicable) uses your Membership.

2.3 We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with the Quintessentially (UK) Limited and members of its corporate group privacy policy, further details of which are set out in Clause 10.1. Please note that all information you provide to us is stored on our secure servers. Any payment transactions carried out by us or our chosen third-party provider of payment processing services will be encrypted using Secured Sockets Layer technology.

3. SUPPLY OF SERVICES

3.1 Quintessentially (UK) Limited and members of its corporate group shall supply the following specified Services only to the Member during the Membership in accordance with the Member's particular Requests:

- "Premium card" request types supported:
 1. Home Deliveries: assistance organising delivery of everyday essentials and more to your door.
 2. Local merchants: recommendations and tips for what is available near you.
 3. Online shopping: for daily needs or special events like Christmas or birthdays.
 4. Entertainment*: suggestions to keep you and your family entertained at home and near you.
 5. Home support: support in sourcing assistance for your household needs from reputable suppliers of plumbing, heating and similar

**. Limited to suggestions offered, no booking*

- "Commercial card" request types supported:
 1. Office assistance: support for meeting* arrangements (for example, catering, invites, venue recommendations).



2. Logistics support: help organising office-related couriers, ordering office supplies and other basic needs.
3. Specialist recommendations: in marketing, branding, graphic design, translation etc.
4. Delivery services: flowers, wines, food orders and office supplies

**Limited to suggestions offered, no booking*

Quintessentially (UK) Limited and members of its corporate group shall not be required to provide or facilitate the supply of goods and/or services that it deems at its sole discretion may violate applicable laws, standards and/or regulations or may offend taste and decency in the relevant jurisdiction.

3.2 Quintessentially (UK) Limited and members of its corporate group shall use its reasonable endeavours to meet any performance dates specified, but any such dates shall be estimates only and time shall not be of the essence for performance of any Services.

3.3 Quintessentially (UK) Limited and members of its corporate group shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and Quintessentially (UK) Limited and members of its corporate group shall notify the Member in any such event.

3.4 The Service shall be available to Members twenty-four (24) hours, every day of the week, in Czech and English. As may otherwise be required from time to time, Member queries and/or Requests may be routed to an alternative Quintessentially (UK) Limited and members of its corporate group office for assistance. At such times, services may be provided in the English language only.

3.5 You acknowledge that Quintessentially (UK) Limited and members of its corporate group reserves the right to accept commissions upon the supply of products or performance of services by any Supplier.

3.6 Telephone calls to Quintessentially (UK) Limited and members of its corporate group may be monitored or recorded for training and quality control purposes.

3.7 Quintessentially (UK) Limited and members of its corporate group shall provide the Services using reasonable care and skill and, as far as reasonably possible, in accordance with your Requests and reasonable instructions from time to time.

4. PLACING A REQUEST

4.1 Members may place Requests by telephone (which does not include text messages) or e-mail once the Member is registered.

4.2 Authorization of Members is through BIN, first 6 numbers of premium or commercial card.



4.3 Members should always contact their primary office in the first instance to manage all Requests (including international Requests).

4.4 Quintessentially (UK) Limited and members of its corporate group, acting reasonably, reserves the right to withdraw any of the Services and/or to refuse to accept any Requests at its sole discretion.

4.5 Quintessentially (UK) Limited and members of its corporate group is unable or not obliged to deal with any Request, it will inform the Member as soon as reasonably practicable.

4.6 You undertake that all details you provide to us for the purpose of booking, ordering or purchasing products or services are correct, that the Mastercard you use from time to time is your own and that you have sufficient funds to cover the cost of the product or service.

4.7 From time to time the procurement or provision of certain services, products or benefits may incur a Quintessentially (UK) Limited and members of its corporate group services fee or handling charge (of which you will be notified in advance, and which may vary between Quintessentially (UK) Limited and members of its corporate group offices) and in such event you hereby authorise Quintessentially (UK) Limited and members of its corporate group to debit your Mastercard with any such handling charges or, alternatively, to invoice you in respect of such fees or charges.

5. CANCELLATIONS, REFUNDS AND RETURNS

5.1 The Member acknowledges that the sales contract for the supply of goods and/or services made as a result of a Request is between the Member and the relevant Supplier and that Quintessentially (UK) Limited and members of its corporate group is not a party to such contract. Cancellation of contracts with Suppliers should be addressed with the Supplier directly and will be subject to the relevant Supplier's policies.

5.2 If a Request for a specific product or service is not available Quintessentially (UK) Limited and members of its corporate group may offer you substitute products or services of a similar description and standard. You may at your sole discretion refuse acceptance of such substitute products and/or services and request a full refund in the event that payment has already been made to the Supplier for the unavailable product or service.

5.3 Quintessentially (UK) Limited and members of its corporate group shall not be liable for inaccurate or misleading descriptions.

5.4 Payment for all products and services shall be due immediately upon acceptance of the order by the relevant Supplier.

5.5 The Member further acknowledges that for goods purchased on his or her behalf by Quintessentially (UK) Limited and members of its corporate group directly from a Supplier, returns and exchanges will be subject to the terms and conditions of that Supplier and returns or exchange of goods purchased may not always be permitted.



In circumstances where Quintessentially (UK) Limited and members of its corporate group is asked to source a specific item for a Member, Quintessentially (UK) Limited and members of its corporate group shall inform the Member of the refund and exchange policy of that Supplier in advance. Quintessentially (UK) Limited and members of its corporate group shall not be liable to the Member where a Supplier does not accept the return or exchange of an item.

5.6 It shall be the Member's sole responsibility to retain all proof of return of goods to a Supplier, we recommend returning the goods by registered delivery, or by any other similar means of ascertaining the date of the return dispatch and tracking the return.

5.7 We will inform you when we become aware that a refund of an order has been processed by a Supplier.

5.8 Where orders are delivered outside the EU, any applicable customs duties and sales taxes shall not be refundable through Quintessentially (UK) Limited and members of its corporate group. It shall be the Member's sole responsibility to recover such monies. Quintessentially (UK) Limited and members of its corporate group shall have no liability for any items held by any customs or border agency.

5.9 In the case of premium courier services, if the Member is not at the specified Delivery address to receive their Order at the scheduled time, the Member may incur further charges for subsequent attempts to re-deliver the goods.

6. SUPPLIERS

6.1 Suppliers are responsible for providing you with the services, products and Benefits you Request us to order on your behalf from time to time. Quintessentially (UK) Limited and members of its corporate group shall communicate with Suppliers on your behalf unless it is more appropriate for you to contact the Supplier directly.

6.2 Suppliers may impose their own terms and conditions which, in every case apply to the supply of goods and/or services by that Supplier to you, and such terms and conditions shall be binding upon you at the time of order.

6.3 When ordering a product or service or accessing a Benefit, you may be required to provide your Mastercard details. If you request and authorise Quintessentially (UK) Limited and members of its corporate group to use your Mastercard in order to pay a Supplier for products or services, you acknowledge and agree that Quintessentially (UK) Limited and members of its corporate group shall have no liability or be responsible in any way whatsoever in respect of the use of your Mastercard provided that Quintessentially (UK) Limited and members of its corporate group acts in accordance with the instructions issued by you in relation thereof.

6.4 You acknowledge that the Benefits are subject to availability and may change from time to time without notice.

7. LIMITATION OF LIABILITY



7.1 Nothing in these Conditions shall limit or exclude Quintessentially (UK) Limited and members of its corporate group's liability for:

(a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

(b) fraud or fraudulent misrepresentation; or

(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

7.2 Subject to clause 7.1:

(a) Quintessentially (UK) Limited and members of its corporate group shall not be liable to the Member, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods; or, loss of contract, or loss of use or, loss of corruption of data or information whether direct or indirect or, any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses arising under or in connection with their Membership. Neither Mastercard Europe SA, your issuer, nor any affiliates of Mastercard Europe SA shall have any liability with respect to your Membership or any of the Services.

7.3 Your contract for the supply of products or services is made with the relevant Supplier only. Quintessentially (UK) Limited and members of its corporate group acts as an agent for the Supplier and, unless expressly provided otherwise, all your rights and remedies are against the Supplier.

7.4 You acknowledge that any contract entered into by you with any Supplier is an independent contract. Quintessentially (UK) Limited and members of its corporate group hereby disclaims any and all liability for any act or omission of any Supplier or any loss incurred by you as a result of any act or omission of a Supplier whether or not arranged through the Quintessentially (UK) Limited and members of its corporate group.

7.5 Quintessentially (UK) Limited and members of its corporate group shall have no liability to you for any loss, damage, costs, expenses or other claims for compensation arising from Requests or any instructions supplied by you which are incomplete, incorrect or inaccurate or arising from their late arrival or non-arrival.

7.6 Quintessentially (UK) Limited and members of its corporate group shall not be liable to you or be deemed to be in breach of these Conditions by reason of any delay in performing, or any failure to perform, any of Quintessentially (UK) Limited and members of its corporate group's obligations in relation to the Services, if the delay or failure was due to any cause beyond Quintessentially (UK) Limited and members of its corporate group's reasonable control.

7.7 Except as expressly set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Conditions.



7.8 This clause 8 shall survive termination of these Conditions.

8. COMMENCEMENT AND TERMINATION

8.1 These Conditions shall take effect and be binding upon the Member Quintessentially (UK) Limited and members of its corporate group (UK) Limited upon acceptance by Quintessentially (UK) Limited and members of its corporate group of your Membership. These Conditions shall be applicable for the duration of your Membership and shall only cease to have effect upon the expiry or termination of your Membership. You agree that your only rights and remedies under these Conditions shall be against Quintessentially (UK) Limited and members of its corporate group (UK) Limited and no other entity.

9. GENERAL

9.1 Privacy and Data Protection

The Services and your Membership are subject to the Quintessentially (UK) Limited and members of its corporate group privacy policy, incorporated into these Conditions which applies at all times in relation to any data that we collect from you.

9.2 Assignment and subcontracting:

(a) Quintessentially (UK) Limited and members of its corporate group may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under these Conditions and may subcontract or delegate in any manner any or all of its obligations under these Conditions to any third party or agent.

(b) The Member shall not, without the prior written consent of Quintessentially (UK) Limited and members of its corporate group, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under these Conditions.

9.3 Waiver:

(a) A waiver of any right under these Conditions is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under these Conditions or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

(b) Unless specifically provided otherwise, rights arising under these Conditions are cumulative and do not exclude rights provided by law.

9.4 Severance:

(a) If a court or any other competent authority finds that any provision of these Conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of these Conditions shall not be affected.



(b) If any invalid, unenforceable or illegal provision of these Conditions would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

9.5 Variation: Quintessentially (UK) Limited and members of its corporate group may vary these Conditions from time to time and will be notified of any changes by your card issuer in a timely manner. Your continued use of your Membership constitutes acceptance of such variations to these Conditions.

9.6 No partnership: Nothing in these Conditions is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

9.7 Third parties: A person who is not a party to these Conditions shall not have any rights under or in connection with it.

9.8 Governing law and jurisdiction: These Conditions, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

