

Terms and Conditions

1. Introductory provisions

Comgate a.s., registered office at Gočárova třída 1754/48b, 500 02 Hradec Králové, ID No.: 279 24 505, VAT No. CZ27924505, registered on 16 July 2007, file No. B 3755, registered at the Regional Court in Hradec Králové, issues these Terms and Conditions, which set out the rules of business relations between the Provider and its Clients.

These Terms and Conditions are an integral part of the Contract between the Provider and the Client. In the event of a conflict between the wording of the Contract and these Terms and Conditions, the wording in the Contract shall apply.

2. Definition of terms

Acquirer is a card transaction provider under contract with the Card Companies. Within the scope of the services provided for in the Agreement, Card payments are either provided directly by the Provider or in cooperation with Československá obchodní banka, a.s., Radlická 333/150, 150 57 Praha 5, +420 224 111 111, info.pra-radlicka@csob.cz.

The Cardholder is the person to whom the Card has been issued;

An External Provider is a payment or financial service provider (e.g., a provider of Deferred Payment, Payments in three installments, Instalment Payment, PSD2 Payment or Bank Transfer Payment) whose services are made available by the Provider to the Payer in the Payment Gateway environment;

Chargeback is the return of funds charged in a Card Transaction back to the Payer and is made whenever the Payer denies that he/she has given the instruction to pay by Card or claims delivery of goods or services;

The Issuer is the issuer of the Cards, usually the bank that issues the Cards to Payers;

Card companies are companies such as Visa and Mastercard that operate payment systems and license the issuance and acceptance of Cards;

A card is a credit or debit card issued under the rules of the Card Company or a card issued under a meal voucher scheme;

The Card details are the Card number, the Card security code, the Card validity (valid until) and the Cardholder details on the Card;

The Client is a merchant, usually the operator of an e-shop or brick-and-mortar establishment, to whom the Provider provides Payment Gateway, Payment Terminals or other payment, money or credit services;

The Client Portal is a web portal where the Client has an overview of all transactions made through the Payment Gateway or Payment Terminal and their settlement. The portal allows the

Client to make certain technical settings and is also used to deliver changes to the terms and conditions or information and security messages. The Portal allows only passive access and it is not possible to make payment transactions through it, except for entering Refunds. The Client Portal is available by logging in at portal.comgate.cz;

The Client Manual is a document that sets out the rules for accepting payment cards at the Payment Terminals;

A point of sale may be an electronic shop or a brick-and-mortar shop of the Client, i.e. a place where the Client conducts its business and accepts payments for goods or services;

Deferred payment is a payment method that allows the Payer to effectively pay for the goods or services purchased with a contractually specified time delay, whereby the Client is paid the price for the goods or services by the External Provider against (i) assignment of the receivable to the Payer, (ii) provision of consumer credit to the Payer, or (iii) execution of a security transfer of title to the goods purchased. The terms of service are governed by the applicable terms and conditions of the External Provider;

Recurring payments (card-on-file) is a functionality available for Card payments on the Payment Gateway that allows regular payments from the Card. For these payments, the Client enters a payment order into the system at the required intervals, which allows the Cardholder to debit variable amounts in the period selected by the Client;

These Terms and Conditions are the terms and conditions of Comgate a.s.;

PCI DSS (Payment Card Industry Data Security Standard) is an international standard that sets standards for the security of card data processing and collection. A description of the standard is available at www.pcistandard.cz. The original English language version of the documents is available at <https://www.pcisecuritystandards.org>;

Payment of 100% of the amount is an optional service of the Provider, where Transactions are transferred to the Client's bank account in full, i.e. without deduction of Fees. The Fees are then settled once a month, in the month following the month in which the payments were made;

Payment by bank transfer at the Payment Gateway includes Payment Button, PSD2 payment and QR payment;

Three-installment payment is a payment method in which the Payer pays one-third of the total amount for the goods or services purchased immediately upon completion of the order and the other two installments in two subsequent months, based on a contract between the Payer and the External Provider. The Client will receive the total price for the goods or services through the Provider promptly. The Client bears no risk of default by the Payer;

Installment Payment is a payment method where the Payer pays for purchased goods or services in specified monthly installments based on a contract between the Payer and the External Provider. The Client shall be paid the total price for the goods or services by the External Provider through the Provider in a prompt manner. The Client bears no risk of default by the Payer;

The payer is the buyer, the recipient of the Client's goods and services;

A payment gateway is a service for accepting payments in an internet environment. It is a set of information systems that provides secure transmission of information about payments for goods and services of the Client;

A payment terminal is a device that allows the acceptance of Cards for the purpose of payment for goods or services at the point of sale;

Bank payment buttons are a tool for making an interbank transfer with instant confirmation of payment;

Fees are charges paid by the Client to the Provider for the Provider's services;

The provider is Comgate a.s., registered office at Gočárova třída 1754/48b, 500 02 Hradec Králové, ID: 279 24 505, tel.: +420 228 224 267, e-mail: podpora@comgate.cz;

Pre-authorisation is a functionality available for Card payments at the Payment Gateway and at the Payment Terminal, which allows the amount on the Payer's Card to be reserved for a certain period of time without the actual withdrawal of funds. The reservation period varies by Acquirer;

A transfer is a transfer of funds from the Provider's bank account to the Client's bank account as part of the settlement of Transactions;

The PSD2 payment is based on the EU Payment Services Directive (PSD2), where the Payer gives consent to the Provider to make a payment from their internet banking with immediate confirmation of payment;

QR payment is a tool for simple payment entry by reading a code with payment parameters and subsequent execution of a bank transfer from the Payer's account, if the Payer's bank supports instant payments, then also with instant confirmation of payment;

A refund is the return of funds back to the Payer at the Client's request;

The Tariff is an annex to the Contract, which contains information about the Provider's Fees, which represent the Provider's remuneration for services;

Beneficial owner means the beneficial owner as defined in Section 4 of Czech Act No. 253/2008 Coll., on Certain Measures against the Legalization of the Proceeds of Crime and the Financing of Terrorism;

The Contract is a framework contract for payment services concluded between the Provider and the Client, in which the Provider undertakes to operate services pursuant to Section 3 of Czech Act No. 370/2017 Coll., on payment transactions, in particular Payment Gateway services for payments in the Internet environment, payments via Payment Terminals and other selected payment, money or credit services;

A Transaction is a payment by the Payer for goods and services of the Client made through the Provider. This includes, but is not limited to, any payment made by Card, using a Card number or any other means by the Cardholder or authorised by the Cardholder to debit the relevant amount from the Cardholder's account, as well as payments made by the Payer via Payment Buttons or any other service;

Client Website means any website owned or operated by the Client or its agent that contains or links to the Provider's Payment Gateway or is otherwise used by the Client or its agent to process Transactions;

The Provider's website is the Provider's website www.comgate.cz and its language versions;

The Client's Liabilities are all present and future obligations, actual or contingent, of the Client to the Provider arising under this Agreement that are or may become due and payable, including, but not limited to, claims for Chargebacks, Refunds, claims for cancelled Transactions, penalties imposed by Card Companies and any other actual or contingent obligations of the Client to the Provider;

3. Establishment and operation of the service

The establishment of the service is conditional on the conclusion of a Contract between the Provider and the Client. The Contract may also be concluded electronically.

The Contract is effective from the moment when all steps have been completed to identify the Client in accordance with the requirements of Czech Act No. 253/2008 Coll., on certain measures against the legalization of proceeds of crime and terrorist financing.

The Client shall be obliged to provide the Provider with all the assistance necessary for the fulfilment of the obligations under Czech Act No. 253/2008 Coll., on certain measures against the legalization of proceeds of crime and terrorist financing, in particular, but not only, to provide the documents for identification and control. In the event that the Client refuses to undergo identification or fails to provide the necessary cooperation in the control, the Provider shall not conclude the Contract in accordance with the relevant provision of the said Act, or shall unilaterally terminate the Contract with immediate effect.

Upon conclusion of the Agreement, the Provider shall establish access to the Client Portal for the Client and shall provide the Client with the login data in the agreed manner. The Client may grant access to other persons in the administration of users of the Client Portal, whereby the Client is fully responsible for the scope of the permissions granted and all actions taken within the Client Portal by such persons shall be binding on both parties as if they had been taken by the Client itself. The Client and all other users of the Client Portal to whom the Client has granted access are obliged to protect their access data and access to the Client Portal from unauthorized persons and to use the Client Portal in accordance with the procedures and rules published by the Provider.

The Client is obliged to regularly check and familiarise himself with the information and documents delivered via the Client Portal, especially those relating to changes to these Terms and Conditions, the Agreement or the Tariff. The Provider also reserves the right to send the Client notifications that are of an operational, security or promotional nature, in the form of messages in the Client Portal or by e-mail. The Client is also obliged to familiarize himself with the documents, information and security notices published by the Provider on the Provider's Website.

The Client declares that it has all authorizations and permits required by law to perform under this Agreement. If the Client operates a business that requires a special authorization or license by law, such as, but not limited to, lotteries, betting, pharmacies, etc., the Client shall provide the Provider with a valid authorization to operate such business.

In the event that the Client, the Client's business activity or the Client's web presentation does not comply with the requirements set out in the Agreement, the Terms and Conditions and other annexes to the Agreement, legislation or the Provider's policies, the Service will not be made operational. The Provider is entitled not to make the Service operational based on its own decision and is not obliged to prove or defend such decision.

The Client acknowledges that he/she is obliged to take such security measures to prevent misuse of the Cardholder's Card Data. The requirements for the protection of Card Data are set out in the PCI DSS standards and the Client shall ensure compliance with these standards throughout the use of the Service. The Provider is entitled to ask the Client to demonstrate compliance with this obligation at any time, e.g. by completing the SAQ questionnaire (self-assessment form on the Client's compliance with the PCI DSS rules).

The Provider undertakes to take such measures to ensure the security of the Card Data and its systems used to provide the Service in accordance with PCI DSS requirements, including in the future. However, Provider's compliance with PCI DSS requirements does not automatically imply compliance of Client's systems and processes with PCI DSS requirements.

In the event that, after the service has been put into operation, there are changes on the Client's side, in its business activities or in its Internet presence that cause a conflict with the requirements specified in the Agreement, the Terms and Conditions and other annexes to the Agreement, legislation or the Provider's policies, or it becomes apparent that such facts already existed at the time of the service being put into operation, the service will be suspended by the Provider. The Provider is entitled to suspend the Service on its own decision and is not obliged to prove or defend such decision. The Provider is obliged to inform the Client of such action without undue delay.

The Client is obliged to notify the Provider sufficiently in advance, at least 30 days, of any changes to the identification data and any other changes or facts that may affect the provision of services and the Client's ability to meet its obligations to the Provider. The Client is also obliged to notify the Provider without undue delay of any facts that have a material effect on its legal status, in particular entering into liquidation, commencement of insolvency proceedings, declaration of bankruptcy, introduction of receivership, sale or lease of the business or any other change of ownership, including change of the Beneficial Owner, as well as other facts such as change of address or bank account, change of legal form or company name, changes in the products and services sold or changes in the URL addresses of the Client's Website.

The Client may not offer goods or services at increased prices or on terms less favourable to Card Payers than to Card Payers paying by cash or other means, unless permitted by law or Card Company rules.

The Client may not set any price limit, i.e. minimum or maximum amount, for payments by Card.

The Client acknowledges that the acceptance of Cards issued outside the European Economic Area is subject to approval.

The Client is not entitled to accept Transactions unrelated to goods or services that do not fall within the description of the Trading Point without the Provider's prior consent.

The Client is not authorized to process Transactions on behalf of or for the account of a third party, whether a legal or natural person.

The Client shall not be entitled to accept Transactions for payment of the Client's receivables due from the Cardholder which is not payment for the Client's goods or services as described in the Merchant's description.

The Client is not entitled to pay cash, traveler's checks against payment by Card, unless this has been separately agreed as an approved service.

For each payment facilitated by the Card, the Client is obliged to issue one sales receipt or one receipt for all goods or services related to one Transaction. The payment of taxes included in the price of the goods must be part of the Transaction and may not be paid separately.

The Client is not entitled to accept Transactions that it knows or should know are inherently illegal or part of illegal activity. This provision applies in particular but not limited to:

- payments that have not been approved by the Cardholder;
- fraudulent payments;
- payments based on card details sent by email, typed or otherwise recorded;

The Client is not entitled to request the Cardholder to hand over the card details, in particular but not limited to sending the card details to the Client by e-mail or handing them over in writing or dictating them verbally during a personal meeting or by telephone or in any other form.

The Client is not entitled to record and process data on the Cardholders' Cards or to arrange a third party service for this purpose. Should the Client consider or implement such a procedure, he/she shall immediately inform the Provider.

The Client acknowledges that the operation of the service may be limited or blocked by the Provider for the time necessary. Reasons for limiting the use of the system may be mainly, but not exclusively, at the request of Acquirer, External Provider or Card Companies, government authorities or at the Provider's own discretion, in particular in case of violation of legal obligations, moral or security rules by the Client, non-compliance with PCI DSS requirements or other serious reasons. The Provider may be contractually or legislatively bound not to disclose such reasons to the Client. The Provider shall not be liable for planned or accidental system outages or shutdowns by Acquirer, External Provider or any other third party involved in the operation of the Service.

In the event of suspected violations of legislation, Card Company rules or the Agreement, the Provider is entitled to conduct a forensic audit of the Client and the Client is obliged to provide all cooperation in such case.

The Client gives the Provider consent to the use of its business name and logo for the purpose of marketing promotion of the Provider, in particular but not limited to the presentation of the Client's logo on the Provider's Website.

4. Payment gateway

The following payment methods can be used to pay for goods and services through the Payment Gateway:

- Payment by Card;
- Apple Pay and Google Pay;
- Payment by bank transfer (i.e. Payment Button, PSD2 payment and QR payment);
- Deferred payment;

- Payment in three instalments;
- Payment in installments.

If the Client accepts payments over the Internet, the Client is obliged to clearly and unambiguously state the following information on the Client's Website:

- A. the full name of the Client and the address of the registered office, the registration number as it appears in the commercial register, the name of the commercial register;
- B. delivery and claim conditions or rules for recurring payments;
- C. all charges for the Client's services, including payment for shipping, packaging and taxes;
- D. if the Client delivers goods abroad, all possible destinations and special delivery conditions and fees;
- E. the currency in which the services will be invoiced, no later than at the time of order confirmation;
- F. customer service contact with complete address;
- G. the Client's policy for the use of Customer Data.

The Client acknowledges that he/she is obliged to notify the Provider sufficiently in advance, at least 30 days, of any change in the nature of the Client's Website referred to in the Agreement, including the products and services offered and other mandatory details.

When accepting payments in the Internet environment, the Client is further obliged to:

- A. express prices only in the currencies reported by the Providers;
- B. in the case of Recurring Payments, to allow Payers to simply terminate their subscription to the service online, thereby terminating further payments;
- C. in case of trial operation, the Client is obliged to inform the Provider when the trial period ends;
- D. offer for sale goods and services that are not on the list of prohibited areas for which the provision of payment gateway services is prohibited. The list of prohibited areas is available on the Provider's website.

In the event of a breach of any of the above obligations, the Provider is entitled to immediately stop the operation of the service and terminate the Contract with the Client.

The Client agrees to permanently display the logos of the accepted payment cards on the Client's Website. The logos must always be presented in the form provided by the Provider. In the event of termination of the Agreement, the Client agrees to immediately remove all the above-mentioned data from the Client's Website. The Client acknowledges that the Card Companies are the exclusive owners of the rights to their brands and the graphic representation of their logos and, as such, may prohibit all or selected methods of presentation of these logos with immediate effect.

The Client is obliged to make available to the Provider all sections of the Client's Website where the Card payment option is displayed.

In case of suspicion of fraudulent payment, the Client is obliged to provide the necessary documents for this payment at the request of the Provider, in particular, but not limited to, the billing and delivery address of the end payer, proof of delivery of goods by the carrier.

The Client is obliged to cooperate with the External Provider in any way possible, in particular when recovering debts from the Payer, in particular to provide the invoice for the goods or services

delivered and information on their delivery (tracking number, handover report, etc.).

In the case of an External Provider's service of assigning a claim against the Payer, the Client acknowledges that the assigned claim for the Client's goods or services includes a claim for payment of the total price of the Client's goods or services, including any costs associated with the purchase of the goods or services (e.g. shipping or packaging costs). The assignment of the claim then occurs at the time of the purchase through the External Provider's method of payment whose payment service consists of assigning claims. The assignment of any such receivable by the Client to the External Provider shall be for consideration, the amount of consideration being the face value of such receivable. Upon payment of the consideration to the Client, the corresponding payment shall be deemed to have been settled.

The Payment Gateway service includes Apple Pay and Google Pay. The Apple Pay Terms of Service located at <https://developer.apple.com/apple-pay/terms/apple-pay-web/> and the Google Pay Terms of Service located at <https://support.google.com/googlepay/> are an integral part of these Terms and Conditions.

5. Payment terminal

The Client Manual forms an integral part of the Contract between the Provider and the Client and is available at <https://www.comgate.cz/files/manual-pro-klienty.pdf>. The Client declares that he/she has read the Client Manual before concluding the Agreement and undertakes to comply with it. The Provider has the right to unilaterally change the Client Manual under the same conditions as these Terms and Conditions.

If the Client has suspicions about a Transaction, the Client shall request additional information from the Payer to the extent necessary to dispel such suspicions. If such information is insufficient, the Client will not proceed with such Transaction.

The Client is obliged to retain copies of all receipts from the Payment Terminals for a period of three years. The Client is obliged to provide these copies to the Provider within 5 calendar days of requesting them. If the Client fails to provide the requested copies, the Client shall pay the Provider the total amount of all transactions for which the copies were requested.

The Provider's or Acquirer's employees are authorized to conduct "check purchases" at the Client's premises to verify that the Client is complying with all applicable procedures for accepting payment cards set forth in the Agreement. The Client agrees that after the Provider's or Acquirer's employee legitimizes and notifies the Provider or Acquirer that he/she has made a check purchase, the Client will take the goods back immediately after the Transaction and the Transaction will be cancelled with credit.

In the event that the Payment Terminal is rented by the Provider, the Client is responsible for any loss or damage to the Payment Terminal. In the event of loss, destruction, theft or malfunction of the Payment Terminal, the Client shall immediately inform the Provider of such fact.

The Provider shall not be liable to the Client for any loss or damage arising from any failure or defect in the Payment Terminal or service and shall not be liable in connection with any representation, warranty, condition or statement relating to any Payment Terminal. All warranties, conditions and liability implied by law or otherwise relating to defects in the Payment Terminal,

including but not limited to warranties of quality and fitness for purpose or damage or loss resulting from such defects or related work, are hereby excluded.

The Provider shall not be liable in any way for any loss, costs or expenses incurred by the Client or any third party in connection with the use of the Payment Terminal, in particular for the maintenance of the Payment Terminal, downloading features, software updates, accepting transactions or performing authorizations.

The Provider has the right to change the configuration of the Payment Terminal at any time, for example, to update the software or add a new feature. Configuration changes are made by the Provider free of charge. The Client is obliged to cooperate in the event of a configuration change, i.e. e.g. install a new function of the terminal or make updates, which will be notified by the Provider.

The Client shall allow the Provider's employees or contractors access to the premises at such times as may be reasonably requested for any purpose related to the inspection, installation, upgrade or maintenance of the Payment Terminal.

The Client is obliged to display advertising materials supplied by the Provider in the premises, in particular logos of all types of payment cards that the Client is authorized to accept. All such advertising materials must be removed by the Client upon termination of the Agreement.

Payment terminals will be supplied by the transport service. The cost of delivery of the Payment Terminals shall be borne by the Provider. When taking over the terminals from the carrier, the Client is obliged to check the integrity of the packaging and report any defects to the carrier. The Client is not obliged to accept terminals with obviously damaged packaging from the carrier. By signing the delivery note, the Client confirms that the shipment has fulfilled all the requirements and any subsequent claims shall be disregarded.

6. Fees and billing

After the funds from the Transactions are credited to the Provider's bank account, the Provider shall arrange for the execution of the Transfer, i.e. transfer of these funds less the Fees to the Client's bank account.

The fees agreed between the Provider and the Client are specified in the Provider's Tariff, which is an annex to the Contract.

The Provider may change the Service Fees with immediate effect in the event that there are changes in the amount of entry fees on the part of Card Companies or other entities whose payment methods the Provider facilitates in its service.

Settlement for the previous calendar month shall be made no later than the 15th day of the following month. The Provider's fees do not include value added tax. The Provider shall make the billing available within the Client Portal, unless otherwise agreed by the Parties.

The Client is obliged in the event of a complaint about a Transaction made by the Payer to always resolve his/her complaint through the Provider.

Refunds paid by the Payer must always be made by way of a Refund, exclusively through the Provider in the case of Card, Deferred Payment, Three Installment Payment and Installment Payment. Only in the case of payments paid via Payment Button, QR Payment or PSD2 Payment, the Client may refund the funds directly to the Payer's bank account.

The Provider shall be entitled to withhold payment of Payments for a period of time strictly necessary for Transactions where fraud or conduct that may result in the return of funds to Payers is suspected or may be grounds for fining the Provider by Acquirer, Card Companies or other third parties. The Provider shall inform the Client of the withholding of payment. In case of suspected fraudulent payment, the Provider shall proceed in accordance with the applicable legislation, in particular Czech Act No. 253/2008 Coll., on certain measures against the legalization of proceeds of crime and financing of terrorism and the rules of the Card Companies. The time limit for payment of the withheld funds depends on the outcome of the Provider's investigation and the decision of the relevant state authorities. The Provider shall be entitled to require the Client to reimburse the Provider for costs and expenses reasonably incurred by the Provider in connection with the investigation of the suspicious payment or the performance of related obligations required by law and the Card Companies' rules, even if such costs and expenses, or their amount, are not known in advance.

If the Client's payment is confirmed as unauthorized, the Provider will reduce the amount of the Client's funds disbursement by the amount of the unauthorized Transaction, the so-called Chargeback. The Client acknowledges that fees may be charged for disputing the Transaction or for the actual execution of the Chargeback.

The Client is obliged to notify the Provider of any discrepancies and errors in the billing and invoicing without undue delay. The Client is obliged to submit all claims related to transactions no later than 20 calendar days after receiving notification of the payment status from the Provider.

In the event that the Provider is fined or the Provider incurs damages in connection with the Client's business activities, the Client shall pay the fine or damages within 5 calendar days from the date of delivery of the written notice.

If the Client has not timely and properly paid its obligations to the Provider, the Provider is entitled to set off any of its monetary claims against any monetary claims of the Client against the Provider at any time, regardless of whether such claims are due or not, and regardless of their currency and the legal relationship from which they arise. Set-off is also possible against an outstanding claim.

In the event of the Client's default in payment of its obligations to the Provider under the Contract, the Provider shall be entitled to interest on the overdue amount at the rate of 0.05% of the amount due for each day of delay.

For payments in currencies other than CZK (Czech koruna), the Fees will be charged in the relevant currency. The amount of the Fee in a foreign currency is set by the Provider in the document Fees in foreign currencies, which is available on the Provider's Website.

7. Responsibility

The Provider shall not be liable for any damages resulting from any data processing errors on the part of the Client, Acquirer, Card Companies or other third parties involved in the operation of the Service. The Provider shall not be liable for any errors in the implementation of the Service on the part of the Client.

The Provider shall not be liable for damages caused primarily as a result of situations and events that occurred independently of the Provider's will and which the Provider cannot control, such as the consequences of force majeure and the consequences of the actions of third parties (e.g. hacker attack, fraudulent actions, etc.) considered as force majeure. The Provider shall not be liable for interruptions of service due to situations referred to in this provision. The scope of the Provider's liability is further limited by Czech Act No. 127/2005 Coll., on Electronic Communications.

The Provider's liability for loss arising out of or in connection with this Contract, in particular damages caused by equipment failure or equipment failure, unavailability or inadequate provision of services, or damage to property, shall be limited in the aggregate to actual and direct damages and to a maximum amount, which shall not exceed an amount equal to three (3) times the average monthly fees paid by Client under this Agreement, less the corresponding input fees from Acquirer, Card Companies, External Provider or other third party, for the last 6 months of service. This is the extent of the Provider's liability arising out of or in connection with the Contract, including but not limited to alleged negligence, breach of the Contract or other conduct, regardless of form, and the foregoing shall constitute the Client's sole remedy. Under no circumstances shall the Provider be liable for any special, consequential or indirect loss, business loss, damage to reputation or diminution of profits, direct or indirect, loss of interest or for punitive or exemplary damages arising out of or in any way connected with this Contract.

8. Privacy Policy

The Parties undertake to process personal data in connection with the performance under the Contract in accordance with Regulation (EU) No 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), hereinafter referred to as "GDPR", or other data protection regulations (hereinafter together with GDPR referred to as "Data Protection Regulations").

The Client and the Provider act as data controllers of the Payers' personal data within the meaning of the Personal Data Protection Regulations. As the Parties are to some extent jointly involved in determining the purpose of the processing, the Parties agree to define the responsibilities for compliance with the GDPR as set out below:

- the information obligation towards the Payers within the meaning of Articles 12 to 14 GDPR shall be fulfilled by each party separately;
- the exercise of the rights of data subjects within the meaning of No. 15 to 23 GDPR shall be made possible by each of the contracting parties separately;
- the notification obligation towards the Data Protection Authority within the meaning of Article 33 GDPR and the notification obligation towards the data subject within the meaning of Article 34 GDPR shall be performed by each Party separately, but it shall inform the other Party without delay.

The Parties declare that they have taken technical and organisational measures to guarantee the protection of all personal data processed in accordance with the Agreement in such a way as to prevent unauthorised or accidental access, alteration, destruction or loss of personal data, unauthorised transfer, other unauthorised processing or other misuse of personal data. Such measures include, in particular, the precise establishment of rules for working with the information systems used. The transfer of data between the Client and the Provider will be in a secure format.

Each Party shall be responsible for its employees who come into contact with Personal Data in the performance of this Agreement.

The Parties undertake to notify each other without delay of any facts of which they are aware that could adversely affect the performance of their obligations in relation to the protection of personal data.

9. Final Provisions

The Parties agree that mutual communication shall be in the Czech language, unless otherwise expressly agreed. Communication between the Provider and the Client shall be carried out i) electronically (in particular via the Client Portal, e-mail or data box) or ii) by correspondence in paper form.

In the event that a legal regulation obliges the Provider to provide certain information on a permanent data carrier, the Provider shall fulfil this obligation by sending the information via the Client Portal or by publishing the information permanently on the Provider's Website or by sending the information to the Client's contact e-mail in pdf format.

The Parties have agreed that the moment of delivery is considered to be i) for documents sent via the Client Portal, the moment of their insertion into the Client Portal, ii) for documents sent by e-mail, the moment of sending the e-mail message by the Provider, iii) for documents sent by registered mail, the moment of receipt of the parcel, and in the event that the parcel fails to be delivered or the Client refuses to accept the parcel, the moment of receipt is the day when the parcel is returned to the Provider. In all other cases, the documents shall be deemed to have been delivered no later than on the tenth day after their dispatch.

The Provider is entitled to amend, in accordance with Section 1752(2) of Czech Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the Civil Code) and the relevant provisions of Czech Act No. 370/2017 Coll., on payment transactions, these Terms and Conditions, the Agreement, the Fee Schedule and other contractual documents. In such a case, the Provider is entitled to propose to the Client an amendment to these Terms and Conditions, the Fee Schedule or other contractual documents no later than two (2) months before the date on which the amendment to the Terms and Conditions, the Fee Schedule or other contractual documents is to take effect according to the proposal. The Client and the Provider agree on an irrebuttable presumption that the Client has accepted the proposal to amend the Terms and Conditions or other contractual documents if the Provider has proposed the amendment to the Client within the aforementioned deadline and the Client has not rejected the proposal to amend the Terms and Conditions or other contractual documents in writing before the amendment becomes effective. If the Client has rejected the proposal to amend the Terms and Conditions or other contractual documents, the Client shall have the right to terminate the relevant Contract free of charge and with immediate effect by the effective date of the amendment. In the event that at the same time as the conclusion of the Contract the Provider submits to the Client a proposal to amend the Contract Documents which shall take effect

in the future, it shall be deemed that from the effective date of such amendment the amendment shall form part of the Contract in question.

By way of derogation from the preceding paragraph, the Provider is entitled, in the event of a change that does not have a negative impact on the Client with respect to the parameters and price conditions of the product or service, to make a unilateral change to the Contract or a part thereof, where such change may be, in particular: (i) an adjustment made solely for the benefit of the Client, (ii) an adjustment caused by the addition of a new service that does not affect the existing Fees, (iii) a change in the trade name of the product or service that does not affect the rights and obligations of the parties, (iv) an adjustment in response to changes in legislation, regulations of Card Companies, regulations of Acquirers or External Providers or other regulations related to the provision of the service, such as PCI DSS, (v) an adjustment caused by the requirement to improve the security of payment services or technological developments, (vi) an adjustment of data of an informational nature (e.g. Change of the Provider's registered office address or persons). The Provider shall inform the Client of such changes, as a rule, in reasonable advance via the Client Portal, by posting on the Provider's Website, or by e-mail or data message.

The Parties agree that the Agreement and its contents, except for publicly available information, any information received by either Party in connection with the conclusion and/or performance of this Agreement, any information related to either Party, its activities, including (but not limited to) information about the know-how, business strategy, clients, business partners of the Party, shall be strictly confidential, shall be kept confidential by the Parties and shall not be disclosed or communicated by either Party to any third party or used for any purpose other than the performance of this Agreement by either Party or, to the extent necessary, the performance of the legal obligations of either Party, without the consent of both Parties. The obligation of confidentiality shall continue for a period of 10 years after the termination of this Agreement. The Parties agree that all provisions of this Contract relating to the subject matter of performance, price for performance, terms of performance, and other contractual arrangements may be disclosed and made available by the Provider to companies that are materially related to the Provider, their agents or legal, tax or other advisors.

During the term of the Contract, the Provider is obliged to provide the Client with the contents of the contractual documents and other information in electronic form upon the Client's request. The Client may submit a request via the e-mail address provided on the Provider's Website.

The Provider is entitled to transfer the rights and obligations under this Agreement or any part thereof to a third party. The Client grants the Provider express consent to such transfer. Assignment of this Agreement shall be effective against the Client upon delivery of the notice of assignment of this Agreement by the Provider to the Client or upon the third party's proof of assignment of this Agreement to the Client. The Client and the Provider agree that the provision of Section 1899 of the Civil Code that in the event of non-performance of an assumed obligation by the assignee, the Client may require the Provider to perform such obligation in place of the assignee, shall not apply.

The Client is not entitled to assign its rights and obligations under this Agreement or rights and obligations related to this Agreement without the prior written consent of the Provider.

The Contract may be terminated by agreement of the Parties or by notice of two months from the first day of the calendar month following the month in which the notice is given.

The Provider shall be entitled to terminate the Agreement with immediate effect and validity as a result of any activity of the Client that could cause damage to the reputation of the Provider, External Provider, Acquirer or Card Companies, or if the Client engages in activities aimed at damaging the systems of the Provider, External Provider, Acquirer or Card Companies or aimed at causing damage to these entities.

The Agreement shall terminate with immediate effect in the event that the Card Company, Acquirer or Outside Provider revokes the authorization to operate the Service for the Client, or revokes the authorization of the Acquirer, Provider or third parties involved in the operation of the Service.

If there is any conflict between the Provider's terms and conditions and the Card Companies' rules, the Card Companies' terms and conditions shall prevail.

The supervisory authority over the Provider's activities is the Czech National Bank, with its registered office at Na Příkopě 28, 115 03 Prague 1, Czech Republic. The Client has the right to address this supervisory authority with a complaint. The Provider is registered in the List of Regulated and Registered Financial Market Entities maintained by the Supervisory Authority and accessible from the website www.cnb.cz. The Provider can be identified in this list by name and ID number.

The legal relations between the Provider and the Client are governed by the legal code of the Czech Republic, in particular Act No. 89/2012 Coll., the Civil Code and Act No. 370/2017 Coll., on payment transactions. The Parties expressly exclude the application of international treaties, in particular the Vienna Convention on the Law of Treaties. If the Contract documentation is drawn up in more than one language, the Czech language version shall prevail. The Contracting Parties agree on the general court of the Provider in case of dispute.

The Client declares that he/she is not in the position of a consumer within the meaning of Section 419 of the Civil Code and that the concluded contract is not subject to the legal provisions intended for consumer protection within the meaning of Section 1810 et seq. of the Civil Code.

These Terms and Conditions are valid and effective as of 23.08.2024 and supersede all previous terms and conditions.