

I. INTRODUCTORY PROVISIONS

§ 1 Definitions

- (1) **BEN** shall mean an abbreviation for the method of payment of fees from a foreign order where all fees are paid by the payee;
- (2) **BIC** shall mean an eight- or eleven-digit local Business Identification Code that unambiguously identifies the bank in the international system of payments;
- (3) **EEA** shall mean an abbreviation for the European Economic Area.
- (4) **IBAN** shall mean an international format of a bank connection that is governed by "Regulation of the European Parliament and of the EC Council No. 260/2012 of 14 March 2012 laying down technical and commercial requirements for credit transfers and direct debits in euro and amending Regulation (EC) No. 924/2009";
- (5) The **Company's Information System** shall mean BCPay available on the Company's website;
- (6) The **Company's Website** shall mean the Company's website www.bcpay.me;
- (7) The **Client** shall mean a natural person or a legal entity that has entered into the Framework Agreement with the Company;
- (8) The **Trading Day** shall mean a working day, i.e. a day outside weekends and public holidays;
- (9) **OUR** shall mean an abbreviation for the method of payment of fees from a foreign order where all fees are paid by the remitter;
- (10) The **Payment Account** shall mean the Client's account assigned to him/her/it by the Company on registration and that is used to execute payment transactions;
- (11) The **Opening Hours** shall mean the time for which the Company provides the Client with payment transactions and lasts from 8:00 AM to 5:00 PM on Trading Days;
- (12) The **Framework Agreement** shall mean the Agreement entered into between the Client and the Company, the subject matter of which is the regulation of the rights and obligations of the contracting parties in payment transactions not individually specified;
- (13) The **Tariff** shall mean the current and valid document with prices for the provided services issued by the Company. If these General Business Terms and Conditions refer to a consideration, it is always determined on the basis of the Tariff or the Agreement;
- (14) **SHA** shall mean an abbreviation for the method of payment of fees from a foreign order where the remitter only pays charges for the outgoing payment and the recipient pays its fees;

(15) The **Agreement** shall mean the Framework Agreement;

(16) The **Company** shall mean Business Credit s.r.o., company registration number: 28081226, with the registered office at Za Mototechnou 1619, Stodůlky, 155 00 Prague 5, kept with the Municipal Court in Prague, Section C, Insert 260867;

(17) The **User Account** shall mean an account set up for the Client in the Company's Information System that is used by the Client to access the Payment Account and to execute payment transactions;

(18) The **General Business Terms and Conditions** shall mean the current and valid General Business Terms and Conditions issued by the Company. The General Business Terms and Conditions are integral part of each Framework Agreement as Annex 1. The General Business Terms and Conditions shall apply to any individual relationship arising between the Company and the Client and govern the rights and obligations of any contractual relationship between the Company and the Client. By signing the Framework Agreement, the Client agrees with the General Business Terms and Conditions of the Company.

II. REGISTRATION

(1) The Registration of the Client shall occur on the conclusion of the Agreement. The Agreement form is permanently published on the Company's Website.

§ 2 Client Registration Procedure

(1) If the Client is interested in the services provided by the Company and decides to enter into the Agreement with the Company for this purpose, he/she/it may:

- a) Enter into the Agreement at the headquarters of the Company or in any other appropriate place, or
- b) Request that the contractual documentation be sent to the appropriate postal address using the form available on the Company's Website, sign the Agreement and send it back to the Company's address (distance Agreement).

§ 3 Entering into the Agreement at the Headquarters of the Company or in any Other Appropriate Place

(1) The Client enters into the Agreement at the headquarters of the Company or in any other appropriate place on a form prescribed by the Company. The Client signs the Agreement first. The Agreement is entered into and becomes effective upon the acceptance of draft thereof by the Company.

(2) When entering into the Agreement at the headquarters of the Company or in any other place in the presence of a Company employee, an authorised employee of the Company entering into the Agreement with the Client shall verify the Client's identification details given in the

Agreement. The Client - a natural person - proves his/her identity to the Company by a valid identity card. The Client – a legal entity - is obliged to submit the original copy of an entry in a public register or a similar document issued for foreign persons that is not older than 3 months or a certified copy thereof. A natural person acting on behalf of the Client – a legal entity - is obliged to prove his/her authorisation to act on behalf of the legal entity and to prove his/her identity by a valid identity card.

(3) If a Client's representative enters into the Agreement on behalf of the Client under a power of attorney, the representative is obliged to submit to the Company the power of attorney with an officially certified signature of the Client and to prove his/her identity by a valid identity card. The power of attorney to enter into the Agreement may not be older than 3 months.

(4) In order to identify the Client under Act. No. 253/2008 Coll. on selected measures against legitimisation of proceeds of crime, as amended, the Company may, when entering into the Agreement, make a copy of the identity card, including the appearance of the Client or a person acting on the Client's behalf and keep this copy in the Client's folder throughout the processing of the Client's data. An employee entering into the Agreement with the Client shall make a copy of the identity documents of the person acting on behalf of the Client and record the consent of that person to the making of the copy of the identity document on that copy.

(5) The Client is obliged to ensure that his/her/its representative gives the Company consent to the processing of his/her/its personal data in the form required by the Company.

(6) At the conclusion of the Agreement, a Company employee entering into the Agreement with the Client is obliged to obtain information and documentation from the Client that are necessary to check the Client under Act No. 253/2008 Coll. on selected measures against legitimisation of proceeds of crime, as amended.

(7) The Company may require the Client to provide additional details or to submit other documents necessary to enter into the Agreement. If the Client does not provide the requested details, the Company has the right not to enter into the Agreement.

(8) Upon conclusion of the Agreement, the Client shall be assigned an identification number of the Client's internal account with the Company, i.e. the Payment Account on which the Client's payment transactions shall be performed through the Company (hereinafter referred to as the "Payment Account"). At the same time, the Company and the Client shall agree on a group of persons who shall have the right to dispose to execute payment transactions for the Client. All these persons specified by the Client are obliged to appear in person at the headquarters of the Company or in selected branches of the Company and, upon the proof of their identity by submitting a valid identity document, they

shall issue a specimen signature that they shall use to authorise a payment transaction order with the Company.

§ 4 Distance Agreement

(1) The Company may also enter into the Agreement with the Client remotely - in paper form by postal mail.

(2) In such a case, the Client is obliged to provide all details required by the Company and to sign the Agreement and its Annexes in the prescribed manner. The conclusion of the Agreement is completed as soon as the Client provides all the required information and the Client's identity is verified.

(3) The signature of the Client or the person acting on behalf of the Client on the Agreement must be verified by a body authorised with legalisation (notary, attorney, municipal office, Czechpoint) in the case of distance conclusion by postal mail.

(4) The Company shall identify the Client without the Client's physical presence as follows

- a) The Client shall send to the Company the copies of
 1. the relevant parts of the identity card and at least one additional supporting document from which the identification details of the relevant natural person, the type and number of the identity card, the country or the issuing authority and the period of its validity can be identified,
 2. a document confirming the existence of the account opened in the name of the customer with a credit institution or a foreign credit institution operating in the territory of a European Economic Area country,

b) The first payment from the Agreement shall be made through the account referred to under (a) (2).

(5) The copies of documents provided by the Client must be made in such a way that the relevant data are legible and that they can be retained, and must also include a copy of the appearance of the identified natural person in the identity card in such a quality so as to allow to verify if it matches the actual appearance.

§ 5 User and Payment Account of the Client

(1) On registration:

a) A User Account shall be set up for the Client that shall be used for the Client's access to execute payment transactions,

b) The Client shall be assigned the Payment Account number where he/she/it may execute payment transactions,

c) The Client shall be assigned the Client's identification number under which all Client's payment transactions performed through the Company shall be executed.

(2) The Client accesses the User Account through the Website or Mobile Application.

(3) When entering the User Account, the Client logs in by entering the login and password.

(4) Any of the following identifiers are used as a login to the Client's User Account:

- a) Client's phone number,
- b) Client's email address,
- c) Client's identification number assigned to the Client on registration.

(5) The Client shall select the password for logging into the User Account on the first entry into the User Account. The password must meet the minimum security requirements specified by the Company.

(6) The Client shall enter the password every time he/she/it logs into the User Account.

(7) The Client is obliged to protect his/her/its access details to the User Account against misuse by a third party. If the password is lost, the Client is obliged to contact the Company without delay to request blocking of the access to the User Account or to change his/her/its password.

§ 6 Registration Cancellation

(1) The cancellation of the Client's registration shall occur upon the discharge of the Agreement.

(2) The Agreement shall be discharge by notice.

(3) The Client may terminate the Agreement at any time with one (1) month notice period.

(4) The Company may terminate the Agreement by giving notice of two (2) months if:

- a) The Client violates his/her/its obligations under the Agreement,
- b) The Client executes payment transactions in violation of Act No. 253/2008 Coll.

(5) Termination of the Agreement must be made in writing and must be duly signed. The notice period begins on the first day after the notice is delivered to the other party.

(6) The Company is obliged to deliver the notice to the Client in paper form and further via the User Account and by e-mail.

III. PAYMENT SERVICES

A. Basic Provisions

§ 7 Payment Services

(1) The Company shall provide the Client with the following Payment Services:

a) Transfer of funds from the Payment Account, to which the payment order is given first by the Client, second by the recipient and third by the Client through the recipient; the Company does not provide the funds being transferred as a credit,

b) Issuing and management of payment instruments and equipment for the receipt of payment instruments.

(2) As part of the funds transfer service, the Company shall provide the following for the Clients:

a) Transfer of funds to the Client's Payment Account with the Company (bank transfer to an external payment account),

b) Transfer of funds from the Client's Payment Account to an account with any other Payment Service provider (bank transfer from an external payment account).

c) Transfer of funds from the Client's Payment Account to a payment account of any other Client with the Company (internal bank transfer),

(3) The Company shall further perform activities that are directly related to the provision of Payment Services:

a) Non-cash exchange of foreign exchange funds.

§ 8 General Rules for the Deposit of Funds

(1) Funds deposited by the Client with the Company shall be held by the Company separately from the Company's own funds and other persons' funds, with the exception of other funds entrusted to the Company for the purpose of making a payment transaction.

(2) Funds deposited by the Client shall be kept exclusively on a separate account of the Company with a bank, credit union, foreign bank with a registered office in a member state or a foreign bank with a registered office in a state other than the member state that is subject to supervision comparable to that of the FINTRAC Canada or FinCEN USA (hereinafter referred to as the "Payment Transactions Account").

(3) For the provision of the Payment Services, the Company shall set up accounts for payment transactions, the list of which is Annex 5 to the Agreement. These accounts are intended solely for depositing funds of Clients of the Company and for making their payment transactions. These accounts shall not be used to deposit and manage the Company's own funds, nor shall they be used to execute any transactions other than providing Payment Services to Clients whose funds are kept on those accounts.

(4) Funds deposited by the Client with the Company shall be placed on the Payment Transactions Account not later than after the expiry of the working day following the day on which the payment institution receives them.

(5) The Company is obliged to keep the Client's funds on the Payment Transactions Account for the entire period of

treatment of the Client's funds. The Company may not invest the funds deposited by the Client.

B. General Rules for Executing Payment Transactions

§ 9 Placing an Order to Execute a Payment Transaction

(1) The Client is entitled to place orders for the transfer of funds in person or electronically via the User Account.

(2) In the case of a written transfer order, the request for the transfer of funds is made on a prescribed paper form at the headquarters of the Company or in designated branches of the Company. Upon receipt of the transfer order, an employee of the Company checks the completeness of the transfer order form and furthermore verifies the identity of the person submitting the transfer order according to his/her identity document and the specimen signature kept with the Company. If deficiencies are found, the employee shall immediately inform the person submitting the order for payment about these deficiencies and invite him/her to remove them.

(3) In the case of a transfer order placed via the User Account, the Client fills in and places the electronic transfer order form in his/her/its User Account. The execution of the order is documented electronically in the Company's Information System.

§ 10 Order Contents

(1) A domestic order contains the following:

- a) Client's identification number;
- b) Client's Payment Account number;
- c) Recipient' account number incl. the bank code;
- d) Transfer amount;
- e) Designation of the amount in which the transfer is to be made;
- f) Reference;
- g) Specific symbol;
- h) Payment purpose;
- i) Message for the recipient;
- j) Message for the payer;
- k) Order due date;
- l) Date, place and signature of the Client.

(2) A foreign order contains the following:

- a) Client's identification number;
- b) Client's Payment Account number;
- c) Recipient' account number in the IBAN format;
- d) The full name and address of the registered office of the financial institution of the recipient, BIC (swift address) or the national direction code of the financial institution of the recipient (for transfers directed to EEA

countries, BIC of the transferring institution of the recipient must be given);

- e) Transfer amount;
- f) Designation of the amount in which the transfer is to be made;
- g) Reference;
- h) Specific symbol;
- i) Charging method – OUR, SHA or BEN;
- j) Payment purpose;
- k) Message for the recipient;
- l) Message for the payer;
- m) Order due date;
- n) Date, place and signature of the Client.

§ 11 Receipt of the Payment Order

(1) The moment of receipt of a payment order is the moment when the Company receives the payment order directly from the Client or on the initiative of the recipient.

(2) If the Client placing the payment order for a payment transaction and the Company agree that the execution of the payment transaction shall commence at a particular moment, at a moment when certain conditions are met, or at the end of a certain period (hereinafter referred to as the "Deferred Maturity of a Payment Order"), the moment so specified shall be deemed to be the moment of acceptance.

(3) If the time of acceptance of the payment order falls within a period that is not the Company's Opening Hours, the payment order shall be deemed to have been received at the beginning of the following Opening Hours of the Company.

(4) Payment orders received by the Company after the expiry of a moment close to the end of the Opening Hours, agreed upon with the Client, shall be deemed to have been received at the beginning of the following Opening Hours.

§ 12 Refusal to Execute a Payment Order

(1) The Company may refuse to execute a payment order only if the contractual conditions for its execution are not met, or if any other legal regulation so provides. The Company is obliged to refuse to execute a payment order if any other legal regulation so provides.

If the Company refuses to execute a payment order, it shall provide or make available to the Client information about this fact in the agreed manner at the earliest opportunity, not later than within the time limit according to the nature of the payment order specified in section 20, section 23 and section 27 of the General Business Terms and Conditions and, if possible, it shall notify him/her/it of the reasons for the refusal and the procedure for correcting the errors that were the reason for the refusal. This does not apply if the provision or making available of the information is in conflict with any other legal regulation or where the Company and the Client

have agreed so in the case of use of a payment instrument for small payments when non-acceptance of the payment instrument is evident to the Client.

(2) The conditions of consideration for the provision or making available the information referred to in paragraph 2 are set out in the contractual documentation.

§ 13 Revocation of a Payment Order

(1) The Client that places a payment order may withdraw it before the payment order is received.

(2) A payment order with deferred maturity cannot be revoked after the expiry of the Company's opening hours immediately preceding the day on which the payment order is received.

(3) A payment order placed by the Client through the recipient cannot be revoked after the Client has given it to the recipient.

(4) The consent of the recipient shall be required for the agreement of the Client and the Company according to which the Client may withdraw the payment order that he/she/it gives through the recipient after the expiry of the deadline specified in paragraph 3.

(5) The conditions of consideration for the withdrawal of a payment order, if the payment order is revoked after the expiry of the deadlines specified in paragraphs 1 to 3, are set out in the Tariff.

(6) If the Client has made a payment order for several payment transactions at the same time, the conditions for withdrawing a payment order shall be assessed separately for each payment transaction.

§ 14 Making Deductions from the Amount of the Payment Transaction

(1) The Company is obliged to transfer the amount of the payment transaction in full without any deductions. The conditions for the deduction of the consideration by the Company from the amount being transferred before it is credited to the Client's Payment Account or paid out are set out in the contractual documentation.

§ 15 Determination of Time Limits for the Execution of Payment Transactions

(1) If the moment of receipt of funds from the Client or the moment of crediting the payment transaction amount for the Client to the Company's account falls on a period that is not the Company's Opening Hours, the receipt or crediting shall be deemed to have occurred at the beginning of the following Company's Opening Hours.

(2) Upon crediting of the funds for the Company's Client to the Company's account, the Company shall credit the payment transaction amount to the Client's Payment Account immediately after it is credited to the Company's account, or if it is a payment transaction in a currency other than a currency of a member state, by the end of the working day

following the day on which it was credited to the Company's account.

§ 16 Value Date

(1) The value date occurs when the amount of the payment transaction is credited to the Client's Payment Account, not later than when the amount of the payment transaction is credited to the Company's account.

(2) Upon the crediting of the amount of the payment transaction to the Client's Payment Account, the amount of the payment transaction must be available to the recipient.

§ 17 Documentation of the Provision of Payment Services

(1) Every Payment Service provided must be documented in a demonstrable manner, allowing the actual provision of the Service to be reconstructed.

(2) The documentation of the Payment Services provided is archived in the Company.

C. External Transfer to the Payment Account

§ 18 Service Specification

(1) The service of transferring funds to the Payment Account shall mean a service on the basis of which the Company shall credit funds sent from the payer's instruction to the Payment Account of the Client as the payment recipient.

§ 19 Making a Transfer

(1) The Client is entitled to use his/her/its Payment Account to transfer funds to his/her/its Payment Account by a transfer to the Company's account with a bank that is designated for the execution of payment transactions of Clients.

(2) When transferring funds to the Client's Payment Account, the transferor is obliged to provide the following payment details:

a) Company account number and Company account name,

b) Reference - Client's identification number with the Company

(3) After confirming the crediting of the funds to the payment transaction account, a Company employee shall record the transfer made to the Client's Payment Account in the Company's Information System. Information about crediting the funds to the Client's Payment Account is simultaneously made available to the Client in his/her/its User Account.

(4) The Company transfers the funds to the Client's Payment Account with the Company in such a way that the payment transaction amount is credited to the Client's Payment Account within the period stipulated in section 20.

§ 20 Time Limit for Making a Payment Transaction

(1) The Company shall credit the payment transaction amount to the Payment Account of the Client as the payee immediately after it is credited to the payment transaction account, or if it is a payment transaction in a currency other than a currency of a member state, by the end of the working day following the day on which it was credited to the Company's account.

D. External Transfer from the Payment Account

§ 21 Service Specification

(1) The service of transferring funds from the Payment Account shall mean a service on the basis of which the Company transfers funds from the Client's Payment Account to which the Client gives the payment order, while the Company does not provide the Client with the funds being transferred as a credit.

§ 22 Making a Transfer

(1) The Client is entitled to submit orders for the transfer of funds in person or electronically via the User Account.

(2) After receiving a payment order that meets the specified requirements, funds from the Client's Payment Account are debited in the Company's Information System and an instruction to transfer funds from the specified payment transaction account is made according to the Client's payment instructions.

The transfer of funds from the Client's Payment Account with the Company according to his/her/its payment order is made by the Company in such a way that the payment transaction amount is credited to the account of the recipient's provider within the period stipulated in Section 23.

§ 23 Time Limit for Making a Payment Transaction

(1) Based on the Client's payment order for the transfer of funds, the Company shall ensure that the amount is credited to the account of the recipient's provider not later than by the end of the next working day after the receipt of the payment order.

(2) If it is a payment transaction in

a) Euro to which a paper payment order is given and which does not include currency conversion,

b) Euro to which a paper payment order is given and which includes the exchange of currencies between euro and a currency of a member state, in the territory of which the currency is exchanged, or

c) The Czech currency that is executed exclusively in the territory of the Czech Republic and includes a currency conversion other than the exchange between the Czech currency and euro,

the amount may be credited to the account of the recipient's provider not later than by the end of the 2nd working day following the receipt of the payment order.

(3) If it is a payment transaction in

a) Euro that includes currency conversion between euro and a currency other than the currency of a member state, in the territory of which the currency is exchanged,

b) The Czech currency that is not exclusively executed in the territory of the Czech Republic, or

c) A currency of any other member state, except for euro,

the amount may be credited to the account of the recipient's provider not later than by the end of the 4th working day following the receipt of the payment order.

§ 24 Authorisation of a Transfer Order

(1) The Company only executes authorised payment transactions. A transfer order is authorised by the Client if the Client has authorized it in the Client's User Account or via a phone order.

(1) The Client is responsible for the completeness, factual accuracy and truthfulness of all details stated in the transfer order. The Company is entitled to refuse to execute payment orders that are not completed in accordance with the conditions set by the Company or that do not meet other conditions specified for their execution. If deficiencies preventing the execution of a payment order are confirmed, the Company shall notify the Client of the non-execution of the order within the deadlines set out in section 23 and shall also inform the Client about the reasons for refusing to execute this payment transaction and about the possible procedure for correcting the errors that were the reason for the refusal.

E. Internal Transfer Within the Company

§ 25 Service Specification

(1) The service of internal transfer of funds between Payment Accounts of Clients with the Company shall mean a service under which the Company transfers funds from the Client's Payment Account, to which the Client, recipient or the Client via the recipient gives a payment order, to a Payment Account of any other Client with the Company and the Company does not provide the Client with the funds being transferred as a credit.

§ 26 Making a Transfer

(1) The Client is entitled to submit orders for the transfer of funds in person or electronically via the User Account.

(2) After receiving a payment order that meets the specified requirements, funds from the Payment Account of the Client - payer are debited in the Company's Information System and the funds are credited to the Payment Account of the Client - recipient. The settlement of the transfer of funds between the Payment Accounts of the Clients with the Company is made within the time limits specified in section 27.

§ 27 Time Limit for the Execution of a Payment Transaction

(1) Based on the Client's payment order for the transfer of funds to any other Client of the Company to an account kept with the Company, the Company shall ensure that the payment transaction amount is credited to the account of the Client – recipient with the Company not later than

- a) At the end of the day on which the moment of order receipt occurred, if it is a transfer in the territory of the Czech Republic in the Czech currency
- b) By the end of the next working day following the moment of receipt of the payment order, in the case of transfers other than those referred to in point (a),
- c) Within the period agreed with the Client in case of deferred payment.

§ 28 Authorisation of a Transfer Order

(1) The Company only executes authorised payment transactions. An order to execute a transfer is authorised by the Client if the Client has consented to it by entering the Client's access data when entering the Client's User Account and by authorisation with a one-time SMS code to enter the User Account and by subsequently signing the electronic transfer order and authorising the signature of the electronic transfer order by a one-time SMS code.

(2) The Client is responsible for the completeness, factual accuracy and truthfulness of all details stated in the transfer order. The Company is entitled to refuse to execute payment orders that are not completed in accordance with the conditions set by the Company or that do not meet other conditions for their execution. If deficiencies preventing the execution of a payment order are confirmed, the Company shall notify the Client of the non-execution of the order within the deadlines set out in section 27 and shall also inform the Client about the reasons for refusing to execute this payment transaction and about the possible procedure for correcting the errors that were the reason for the refusal according to section 12.

G. Currency Conversion

§ 29 Traded Currencies

- (1) The Company exchanges foreign exchange funds between currencies that are accepted by the Company for trading.
- (2) Currencies received for trading with the Company are communicated to Clients on the Company's website.

§ 30 Exchange Rates

(1) The Company announces, on a daily basis, exchange rates for currencies accepted for trading with the Company. The exchange rates are determined by the Company on an ongoing basis, depending on the development of the exchange rate on the currency market.

(2) The exchange rate for individual currencies is announced by the Company at least once a day, at the start of

the Trading Day. If there is a change in the exchange rate in respect of individual currencies during the day, the Company adjusts the exchange rates on an ongoing basis and publishes these changes on an ongoing basis.

(3) The Company publishes the exchange rates for the relevant Trading Day and their changes on the Company's website.

(4) All exchange rates are always expressed and declared by the Company in relation to the Czech crown (CZK).

(5) In the case of the Client's interest, the Company may also express an exchange rate between other currencies within the framework of an individual exchange rate arrangement.

§ 31 Individual Exchange Rate

(1) An individual exchange rate is only agreed upon the Client's request.

(2) If the Client requests an exchange of a greater volume of foreign exchange funds, the Company may negotiate an individual exchange rate with the Client. The possibilities for negotiating an individual exchange rate are determined by the Company based on the volume of foreign exchange funds that shall be exchanged. The limits for the possibility of negotiating an individual exchange rate are set in three zones based on the volume of foreign exchange funds designated for exchange.

§ 32 Order of Exchange

(1) The Client shall order the exchange of foreign exchange funds via his/her/its User Account or by a phone call.

(2) The Company only accepts an order for the exchange of foreign exchange funds if it contains all required information and is authorised by the Client.

(3) After receiving an order for the exchange of foreign exchange funds, the Company shall notify the Client of the validity period of the exchange rate according to the Client's order. During the exchange rate validity period, the Client must transfer the relevant volume of foreign exchange funds specified in his/her/its order to the Payment Account with the Company. If the Client's foreign exchange funds are not credited to the Payment Account with the Company within the specified time, the Client's order shall be terminated and the Company shall not be obliged to execute the exchange of foreign exchange funds according to the ordered exchange rate.

§ 33 Order on the User Account

(1) When placing an order for the exchange of foreign exchange funds via the User Account, the Client shall complete the electronic order form and send it to the Company via the Company's Information System. The execution of the order is documented electronically in the Company's Information System.

(2) When placing an order in the User Account, the Client shall specify in particular the following:

- a) Currencies between which foreign exchange funds are transferred, in the form of an input currency and an output currency
- b) Amount of the input currency to be exchanged
- c) Number of the account for converting the output currency. In the User Account, the Client is entitled to enter the default accounts for the conversion of funds in the output currency. If no other account is specified by the Client in the order, the exchanged funds in the output currency are transferred to the Client's default account designated for the respective output currency.

§ 34 Phone Order

(1) When ordering the exchange of foreign exchange funds by a phone call, the Client shall place the order at the designated contact phone number of the Company. The phone call when placing an order for the exchange of foreign exchange funds is recorded by a recording device.

(2) When ordering the exchange of foreign exchange funds and entering the related payment orders in the form of a phone call, the Client shall identify himself/herself/itself to the Company employee who shall be making a phone call with him/her/it through the specified identification details. The following details shall be used as identification details when verifying the Client:

- a) Business name or name and surname of the Client,
- b) Name and surname of the Client's representative authorised to act on his/her/its behalf,
- c) Client's identification number,
- d) Client's registered office.

(3) If the identification details given by the Client during a phone call match the Client's identification details registered in the Company's Information System, the Company employee shall accept the Client's request for the execution of a specific transaction. When placing an order as part of a phone call, the Client shall enter in particular the following details:

- a) Currencies between which foreign exchange funds shall be transferred, in the form of an input currency and an output currency
- b) Amount of the input currency to be exchanged
- c) Number of the account for converting the output currency. In the User Account, the Client is entitled to enter the default accounts for the conversion of funds in the output currency. If no other account is specified by the Client in the phone order, the exchanged funds in the output currency are transferred to the Client's default account designated for the respective output currency.

(4) Based on the complete order placing, the Company employee shall generate a unique, one-time SMS code for the Client for the verification of the relevant transaction in the Company's Information System and this SMS code is sent to the Client at a predefined phone number according to the record in the Company's Information System. Once the Client receives the SMS code to verify the transaction, he/she/it shall communicate this SMS code to the Company employee.

(5) The Client shall only authorise the order for the exchange of foreign exchange funds and the related payment orders if the SMS code communicated by the Client to the Company employee during the recorded phone call is identical with the SMS Code sent to the Client to the predefined phone number. If the SMS code match is not confirmed, the order is not accepted.

§ 35 Foreign Exchange Settlement

(1) Based on an authorised order of the Client, the Company shall record this order in the Information System and reserve for the Client the corresponding amount for the exchange of foreign exchange funds to the output currency.

(2) If the Client has funds in his/her/its Payment Account in an amount corresponding to the foreign exchange order, the Company employee shall, on order recording, enter an order in the Information System to settle the exchange of the received foreign exchange funds in the input currency.

(3) If the Client arranges a foreign exchange transaction prior to the transfer of funds to the Payment Account, the Client shall transfer the funds in the agreed volume for the currency conversion after the approval of the currency transaction order to the specified account for payment transactions maintained in the input currency.

(4) As soon as payment of the Client designated for the exchange of foreign exchange funds is credited to the account for payment transactions maintained in the input currency, a Company employee shall record the receipt of funds in the input currency to the Client's Payment Account in the Information System. If the conditions for the exchange of foreign exchange funds are met, i.e.

- a) The amount of funds credited to the Payment Account corresponds to the order;
- b) The payment was credited to the Payment Account at the time of order reservation;
- c) All required details for the settlement of the money exchange were given in the order.

(5) The Company employee shall enter in the Information System an order to settle the exchange of received foreign exchange funds in the input currency. If the specified conditions for the settlement of the exchange of foreign exchange funds are not met, the Information System shall automatically block the possibility of its settlement.

(6) Based on an order for the settlement of exchange of foreign exchange funds, the funds of the Client in the input

currency shall be debited from the Client's Payment Account in the Company's Information System and, at the same time, the corresponding amount of the payment instrument in the output currency shall be credited to the Client's Payment Account. The funds in the output currency shall be credited to the Client's Payment Account in the amount corresponding to the agreed exchange rate.

F. Authorisation

§ 36 Electronic Authorisation

(1) Authorization of a payment transaction via the Client's User Account shall be performed if the Client has given its consent to it by entering the Client's access data when entering the User Account and by authorising using a one-time SMS code to enter the User Account and by subsequently signing the electronic order for the exchange of foreign exchange funds and authorising the signature by a one-time SMS code.

§ 37 Phone Authorisation

(1) Authorisation of a payment transaction submitted through a phone call shall be performed if the Client has provided the identification and authorisation details kept for the Client in the Company's Information System during the phone call with a Company employee.

(2) At the conclusion of the Agreement, identification and authorisation details that the Client shall use when negotiating a payment transaction by phone are agreed.

(3) Authorisation through a unique SMS code sent to a predefined phone number shall be used to authorise a Client's order. On registration, the Client shall also provide the Company with a contact phone number for sending authorisation codes for the verification of instructions given by phone. The Client is entitled to change the given phone number to authorise payment orders at any time..

(4) Authorisation of all actions of the Client during a phone call shall be performed by means of a one-time, temporary SMS code randomly generated by the Information System after the Client's request for the relevant operation is submitted to an authorised employee of the Company. The authorisation code consists of a randomly generated group of at least six (6) numbers and its validity is limited to 120 seconds.

§ 38 Remediating an Unauthorized Payment Transaction

(1) If an unauthorised payment transaction has been made, the Company shall promptly, but not later than by the end of the next working day after it discovered the unauthorised payment transaction or after it was notified thereof by the Client,

- a) put the Payment Account from which the payment transaction amount was debited to the condition in which it would have been had that debiting not occurred, or

b) -return the payment transaction amount, the consideration paid and the interest lost to the Client if the procedure referred to under a) is not feasible.

(2) The time limit referred to in paragraph 1 shall not commence as long as the Company has reason to believe that the Client has acted fraudulently if it notifies the supervisory authority thereof together with the reasoning.

(3) Paragraph 1 shall not apply if the loss from the unauthorised payment transaction is borne by the Client.

§ 39 Loss from an Unauthorised Payment Transaction

(1) The Client shall bear a loss from an unauthorised payment transaction:

a) Up to EUR 50, where such loss is due to the use of a lost or stolen payment instrument or due to the misuse of a payment instrument, or

b) To the full extent, if the Client has caused such loss by his/her/its fraudulent conduct or by deliberately, or through gross negligence, breaching any of his/her/its obligations set out in the Agreement, in particular as regards the breach of the measures for the protection of his/her/its personal security features under section 47.

(2) Paragraph 1 (a) shall not apply if the Client did not act fraudulently and

a) he/she/it could not find out the loss, theft or misuse of the payment instrument prior to the execution of the unauthorised payment transaction, or

b) the loss, theft or misuse of the payment instrument is caused by the Company's conduct.

(3) Paragraph 1 shall not apply if the Client did not act fraudulently and

a) the loss occurred after the Client had reported the loss, theft or misuse of the payment instrument,

b) The Company did not ensure that the Client was provided with the appropriate means allowing, at any time, to report the loss, theft, misuse or the unauthorised use of the payment instrument, or

c) The Company has breached its obligation to require strong Client verification.

(4) The Client bears a loss from an unauthorised payment transaction with electronic money, the nature of which does not allow the Company to prevent it from any misuse.

(5) The Company bears a loss from an unauthorised payment transaction in the case of paragraphs 2 and 3 of this provision.

§ 40 Remediating an Incorrectly Executed Payment Transaction

(1) The Company shall remedy an incorrectly executed payment transaction to the Client unless it proves to the Client and, where applicable, the recipient's provider, that the amount of the incorrectly executed payment transaction has

been credited to the account of the recipient's provider. In this case, the incorrectly executed payment transaction shall be remedied by the recipient's provider to the recipient.

(2) Paragraph 1 shall not apply in the case of a payment transaction to which the payment order is given by the recipient or by the Client through the recipient, if the recipient's provider has failed to meet the obligation to submit the payment order to the Company. The recipient's provider shall, at the request of the recipient, demonstrate to the recipient whether or not it has complied with this obligation.

(3) If the Company is obliged to remedy an incorrectly executed payment transaction to the Client and the Client notifies it that he/she/it does not insist on the execution of the payment transaction, the Company shall immediately

- a) put the Payment Account from which the payment transaction amount was debited to the condition in which it would have been had that debiting not occurred, or
- b) return the payment transaction amount, the consideration paid and the interest lost to the Client if the procedure referred to under a) is not feasible.

(4) The procedure referred to in paragraph (3) shall only apply in relation to the amount of an incorrectly executed payment transaction that had not been credited to the account of the recipient's provider before the Client informed the Company that he/she/it did not insist on the execution of the payment transaction, provided that the Company documents this crediting to the Client and, where applicable, to the recipient's provider.

(5) If the Company is obliged to remedy an incorrectly executed payment transaction to the Client and the Client does not inform the Company that he/she/it does not insist on the execution of the payment transaction, the Company shall promptly ensure the crediting of the amount of the incorrectly executed payment transaction to the account of the recipient's provider and

- a) put the Client's Payment Account to the condition in which it would have been had the Company executed the payment transaction correctly, or
- b) return the incorrectly paid consideration and the interest paid to the Client if the procedure referred to under a) is not feasible.

(6) If the Company is obliged to remedy an incorrectly executed payment transaction to the recipient, the recipient's provider shall immediately

- a) put the Client's Payment Account to the condition in which it would have been had the recipient's provider executed the payment transaction correctly, or
- b) make the amount of the incorrectly executed payment transaction, the consideration paid and the

interest lost available to the recipient if the procedure referred to under a) is not feasible.

(7) If requested so by the Company that has violated the obligation to ensure the crediting of the payment transaction amount to the account of the recipient's provider within the specified time, the recipient's payee shall put the recipient's Payment Account to the condition in which it would have been had the Company ensured the crediting of the payment transaction amount to the amount of the recipient's provider in time.

§ 41 Joint Provision

(1) If the Client claims that he/she/it has not authorised the executed payment transaction or that the payment transaction has been executed incorrectly, the Company shall prove to the Client that the payment transaction has been verified, correctly recorded, accounted for and that it has not been affected by a technical failure or any other defect, failing which, the payment transaction shall be deemed unauthorised or executed incorrectly.

(2) The Client is obliged to assert the rights from an unauthorised or incorrectly executed payment transaction with the Company in writing. The written notice must be demonstrably delivered to the Company.

(3) The right resulting from an unauthorised or incorrectly executed payment transaction shall not exclude the right to compensation for damages or to the return of unjust enrichment. However, what can be achieved against the Company by exercising a right arising from an unauthorised or incorrectly executed payment transaction cannot be claimed for any other legal reason.

§ 42 Deadline for Notifying Unauthorised or Incorrectly Executed Payment Transaction

(1) The Client shall have the right to claim a remedy of an unauthorised or incorrectly executed payment transaction at the court or at any other competent authority if he/she/it notifies the Company of the unauthorised or incorrectly executed payment transaction without undue delay after he/she/it learnt of it, but not later than 13 months from the day on which the payment transaction amount was debited from the Payment Account or when it was otherwise made available by the Client to execute the payment transaction.

(2) The Client - recipient may exercise the right to remedy of an incorrectly executed payment transaction at the court or any other competent authority if he/she/it notifies the Company of the incorrectly executed payment transaction without undue delay after he/she/it learnt of it, but not later than 13 months from the day on which the payment transaction amount was credited to the recipient's Payment Account or otherwise made available to the recipient.

(3) If the provider breaches the obligation set out in sections 142, 143, 146 or 147 of Act No. 370/2017 Coll. on payment system, the deadlines for notifying an unauthorised

or incorrectly executed payment transaction shall not run until the provider fulfils this obligation at least in part.

(4) If the Client fails to notify an unauthorised or incorrectly executed payment transaction in time and the Company objects to the delayed notification, the court or any other competent authority shall not grant the Client the right to remedy the unauthorised or incorrectly executed payment transaction.

G. Returning the Amount of the Payment Transaction to Which Payment Order is Given by the Recipient or Payer Through the Recipient

(1) If the Company has received consent to a payment transaction directly from the Client and, where applicable, information about the exact amount of the payment transaction is provided or made available to the Client by the Company or the recipient in the agreed manner at least 4 weeks prior to the receipt of the payment order, it shall not be obliged to return the payment transaction amount.

(2) The Company shall return the amount of an authorised payment transaction in the manner specified in paragraph 3 if

- a) a payment order to an authorised payment transaction has been given by the recipient or the Client through the recipient,
- b) the Client has requested to be returned the amount of the authorised payment transaction within 8 weeks of the date on which the payment transaction amount was debited from his/her/its Payment Account,
- c) the exact amount of the payment transaction was not determined at the time of authorisation and
- d) the amount of the payment transaction exceeds the amount that the Client could reasonably have expected in respect of all circumstances; however, the Client may not object to an unexpected change in the exchange rate if a reference exchange rate agreed between the Client and his/her/its Company was used; the Client is obliged to provide the Company, upon its request, with information and documents indicating that the conditions for the return of the payment transaction amount are met.

(3) If the conditions for the return of the amount of an authorised payment transaction under paragraph 2 are met, the Company shall, within 10 working days of the date on which the Client asked the Company for the return,

- a) put the payment account from which the amount of the payment transaction was debited to the condition it would have been had that debiting not occurred, or
- b) return the payment transaction amount, the consideration paid and the interest lost to the Client, if the procedure referred to under a) is not feasible.

(4) Upon request, the Client shall provide the Company with information and documents indicating that the

conditions for the return of the payment transaction amount under paragraph 1 (d) are met.

(5) If the Company does not return the amount of the authorised payment transaction in accordance with paragraph 3, it shall communicate to the payer, within 10 working days from the day the payer asked the Company for the return, the reason for the refusal together with the information on the method of an out-of-court settlement of disputes between the Client and the Company and on the possibility of the Client to notify a supervisory authority.

H. Issuing and Managing Payment Instruments and Devices

§ 43 Service Specification

(1) The Company allows the Clients to use the User Account to enter a request for the exchange of foreign exchange funds and transfers of funds from their Payment Accounts with the Company and to determine the balance of their Payment Account and other information on payment transactions performed on their Payment Accounts.

(2) The User Account is maintained within the Company's Information System where the Client uses the functions of remote access to the Payment Account for the purpose of providing Payment Services.

§ 44 Establishing a User Account

(1) Upon conclusion of the Agreement, access to the User Account in the Information System is created for the Client and, at the same time, access data are generated for the Client to enter the User Account, i.e. the Client's login. The access data are unique for every Client. When accessing the User Account for the first time, the Client is prompted to enter the access password. The Client is entitled to change the access password without any limitation.

(2) When registering, the Client shall also provide a contact telephone number for sending authorisation codes for on-line access to the User Account and for verification of operations performed by the Client in the User Account. Authorisation via a unique SMS code sent to a predefined phone number is used to authorise all actions related to the execution of a payment transaction performed by the Client in the User Account. The Client is entitled to change the given phone number at any time to authorise payment orders.

(3) The authorisation of all actions of the Client in the User Account shall be performed by means of a one-time, temporary SMS code randomly generated by the Information System after entering the Client's request to perform the relevant operations in the User Account. The authorisation code consists of a randomly generated group of at least six (6) numbers and its validity is limited to 120 seconds.

§ 45 Entering the User Account

(1) The Client enters the User Account through the Company's web application, which is available on the Company's website.....

(2) The Client logs into the User Account through the login that was generated to the Client upon the conclusion of the Agreement and the individual access password created by the Client. The identity of the Client entering the User Account is verified by means of a unique, one-time SMS code sent to a phone number predefined by the Client, as recorded in the Company's Information System. The Client's login to the User Account is only possible provided that all access data are simultaneously in agreement.

(3) The Client is automatically logged out of the User Account after 5 minutes of inactivity.

§ 46 Procedure of Authorising an Order and Transfer Orders

(1) The Client is only entitled to fill in an electronic order and the related transfer order at the time of his/her/its active login in the User Account.

(2) After completing the electronic order form, the Client shall give an instruction to sign the order. Based on this requirement, the Client is automatically generated a unique, one-time SMS code in the Company's Information System for the verification of the relevant transaction and this SMS code is sent to the Client at a predefined phone number, as recorded in the Company's Information System. The SMS code is sent to the Client immediately after the electronic payment order is signed. Once the Client receives the SMS code to verify the transaction, he/she/it enters this code in the electronic order form in the User Account.

(3) An order is only authorised by the Client if the SMS code entered by the Client in the electronic form in the User Account matches the SMS code sent to the Client at the predefined phone number and is entered during the time of validity of this SMS code and at the time of the Client's active login in the User Account. If any condition is not met, the transfer order is not executed.

§ 47 Measures Against the Misuse of the Access to the User Account

(1) The Company allows the Clients to use the User Account to enter a request for the exchange of foreign exchange funds and transfers of funds from their Payment Accounts with the Company and to determine the balance of their Payment Account and other information on payment transactions performed on their Payment Accounts. The Client is obliged to protect his/her/its access data to the User Account against misuse by a third party, i.e. the Client is obliged to conceal his/her/its access data to third parties; it is prohibited to create written records of your access data and/or to keep already recorded login and password details together in one place. The Client may not disclose or let his/her/its access details to third parties. In case of loss of the password to enter the User Account, the Client is obliged to immediately contact the Company with a request to block the access to the User Account and/or change his/her/its access password.

(2) If the Company suspects that a third party is trying to log in to the Client's User Account illegally or fraudulently, the Company shall block the access to the User Account and shall

notify the Client of this fact without undue delay. If the Client authorises the entry with a Company employee similarly in section 36 and section 37, the User Account shall be made available again but the Client is obliged to change the password for logging into the User Account.

(3) The Client is obliged to notify the Company of any loss, theft, misuse or unauthorised use of a payment instrument, including any access detail. The loss, theft, misuse or unauthorised use of a payment instrument may be reported in person, by post, by phone or by e-mail at any of the Company's contact addresses.

(4) The Client shall be liable in full for any damage incurred by the Client as a result of loss, theft of security features or misuse by a third party. The Client shall also be liable for all operations performed until the access to the User Account is blocked.

I. Payment Account Statement

§ 48 Contents of the Statement

(1) Statements of the Client's Payment Account shall contain at least the following:

- a) Client's identification;
- b) Company's identification;
- c) Indication enabling the Client to identify the payment transaction and, if applicable, the recipient's details;
- d) Amount of the payment transaction in the currency in which it was debited from the Client's Payment Account or in the currency used in the payment order;
- e) Details of the consideration that the Client is obliged to pay to the Company for the execution of a payment transaction and, if the consideration consists of several separate items, a breakdown of these items;
- f) Where applicable, the exchange rate used by the Company and the amount of the payment transaction after that currency exchange; and
- g) Value date of the amount debited from the Client's Payment Account or the date of receipt of the payment order.

§ 49 Deadline for Issuing Statements

(1) The Company shall provide the Client with Payment Account Statements at least once a month, always not later than the 5th day following the month for which the Payment Account Statement is issued.

IV. PRICE OF SERVICES

§ 50 Price Determination

(1) Payment Services shall be provided to the Client for a consideration, the amount of which is specified in the Tariff

or which shall be agreed with the Client in writing on an individual basis.

§ 51 Payment of the Price

(1) The Client agrees that the Company is entitled to depreciate the consideration from the Client's Payment Account.

(2) If there is insufficient amount of funds on the Payment Account to cover both the execution of the Payment Service requested by the Client and the payment of fees, the Company is entitled to require the Client to supplement the amount of funds on the Payment Account.

§ 52 Overview of Consideration for Services Provided

(1) By the end of February, the Company shall always provide the Client, free of charge, with an overview of the consideration for services provided related to the Payment Account for the previous calendar year. Upon the Client's request, the Company shall provide this overview, free of charge, in paper form.

(2) The overview of the consideration for services provided shall contain at least the following:

- a) Unit consideration for the service provided and the number of provision of the given service,
- b) Total consideration for individual services,
- c) Total consideration for all services,
- d) Details of the contractual penalty and interest on late payment required by the Company.

V. PERSONAL DATA

§ 53 Introductory Information

(1) The Company shall process the personal data of its Clients in accordance with Act No. 101/2000 Coll. on the protection of personal data, as amended, and on the basis of the consent of the Clients or on the basis of an authorisation resulting from the applicable legislation.

(2) In accordance with Act No. 253/2008 Coll. on selected measures against legitimisation of proceeds of crime and terrorist financing, as amended, the Company is obliged to process personal data for the purpose of preventing money laundering and terrorist financing as set out in section 1 of Act No. 253/2008 Coll.

(3) The Client is not obliged, under any generally binding legal regulation, to provide the Company with his/her/its personal data or his/her/its consent to their processing. The Client is entitled to refuse the provision of his/her/its personal data and therefore, if he/she/it provides his/her/its personal data to the Company, he/she/it does so completely voluntarily. However, if the Client decides not to provide

his/her/its personal data or consent to their processing, the Company is obliged to refuse, in cases stipulated by the applicable legislation, to conclude a transaction or to establish a contractual relationship with the Client; in other cases, the Company is entitled to refuse to conclude a transaction or to establish a contractual relationship with the Client.

(4) The Client shall grant consent to the processing of personal data and the use of a birth identification number in accordance with Act. No. 101/2000 Coll. and Act. No. 133/2000 Coll. on population register, as amended.

§ 54 Consent to the Processing of Personal Data

(1) The Client agrees that the Company shall process all of his/her/its information and personal data, including the birth identification number, that he/she/it has communicated or shall communicate to the Company or that has been legitimately obtained from third parties in connection with the Client's Registration or request for the conclusion of the Agreement or in connection with taking the related actions.

(2) The Client agrees that his/her/its personal data and any other information relating to him/her/it shall be processed, collected and kept for the purpose of

- a) Client's Registration with the Company,
- b) Negotiations with the Client on the conclusion of the Agreement,
- c) Identification and control of the Client according to the rules for preventing money laundering and terrorist financing,
- d) Assessment of whether or not an Agreement is to be entered into with the Client,
- e) Fulfilment of the rights and obligations arising from the contractual relationship,
- f) Further offering of trade and services to the Client,
- g) Protection of the rights and legally protected interests of the Company.

(3) The Client agrees that the Company, when collecting data about him/her/it, shall also obtain a photocopy of the Client's identity documents, i.e. a photocopy of the identity card, driving licence, travel document or any other identity document, in order to verify the Client's identity and correctness of the Client's identification details. The photocopy of the Client's identity document shall be kept by the Company together with other Client's data for the entire time of processing of the Client's personal data. In connection with the obtaining of the photocopy of the Client's identity document, the Client agrees that the Company shall also process the image of his/her appearance contained in the identity document for identification purposes.

(4) The Client agrees that the Company shall record and keep details of him/her/it during phone communication. In connection with the sound recording of the phone call by the

Client, the Client agrees that the Company processes the records of the Client's voice and his/her speech contained in the phone call record. The Client agrees that his/her voice, speech, personal data and any other information relating to him/her communicated by him/her during the recorded communication with the Company shall be processed, collected and kept by the Company for the purpose of

- a) recording the expressions of the will of the Client significant for the contractual relationship that shall be made by a phone call,
- b) addressing Client's complaints regarding the Company's steps,
- c) improving the quality of services provided by evaluating the method of communication between the Company and the Client in addressing the Client's requirements,
- d) protection of the rights and legally protected interests of the Company.

(5) The Client grants consent to the processing of personal data provided under the conditions and for the purposes stipulated in the consent for a period of 10 years from the provision of such consent. If there is an Agreement between the Client and the Company, the Client grants this consent for the duration of the contractual relationship established by the Agreement and for another 10 years.

§ 55 Method of Personal Data Processing

(1) The Client's personal data shall be securely kept in electronic or paper form. The Client agrees that the Company shall process his/her/its personal data manually or in an automated manner, in paper or electronic form. The Client acknowledges and agrees that his/her/its identification data shall be kept in the Company's Information System, together with all data and information about him/her/it, creditworthiness and other assets that the Company shall obtain from the Client or third parties.

(2) The Client acknowledges that when negotiating the conclusion of the Agreement with the Company, all or any of the activities preceding the conclusion of the Agreement may be provided for the Company by third parties as sales representatives of the Company.

(3) The Client agrees that the Company, for the purpose of collecting the Client's personal data and further processing thereof, in particular for the purpose of assessing the Client's credibility, shall hand over the Client's personal data to third parties that provide activities for the Company in entering into Agreements or assessing the risks of transactions with individual Clients.

(4) The Client agrees with being sent commercial and non-commercial communications, advertising materials, various news and information at the mobile phone number and email address given by the Client and does not object to it. The Client confirms that he/she/it has no objection to the manner in which they are sent or to the possible content, either. The

Client is informed that he/she/it has the right to refuse to receive this information to the extent that it does not contravene the fulfilment of the Agreement.

§ 56 Personal Data Handover

(1) The Client agrees that the Company shall provide his/her/its personal data to the extent of identification data (including the birth identification number) and details used to assess the Client's credibility to persons related to the Company for the purpose of verifying the risks of transactions concluded by the Client with persons related to the Company or about the conclusion of which the Client concludes negotiations with any person related to the Company.

(2) The Client further agrees that the Company shall provide his/her/its personal data to the extent of identification data (including the birth identification number) and information on the course of business negotiations on the conclusion of the Agreement to persons related to the Company for the purpose of a marketing offer of products and services to the Client by these persons.

(3) The Client agrees that persons related to the Company further process, collect and keep the Client's data obtained from the Company to the submitted extent for the same purposes as the Company, including the offering of its products and services to the Client.

§ 57 Rights of the Client

(1) The Client has the right to ask the Company to provide information about the processing of his/her/its personal data that shall be handed over to him/her/it without undue delay. The information shall always include a notice on the following:

- a) Purpose of the processing of personal data,
- b) Personal data or categories of personal data that are subject to processing, including any available information about their source,
- c) Nature of automated processing in connection with its use for decision-making, if actions are taken or decisions are made based on such processing, the content of which is interference with the Client's rights and legitimate interests,
- d) Recipient or categories of recipients.

(2) The Company is entitled to request reasonable compensation not exceeding the costs necessary to provide the information for the provision of the information.

(3) The Client that discovers or believes that the Company, as the controller, or any other person that processes personal data for the Company processes his/her/its personal data, which is contrary to the protection of the private and personal life of the Client or in violation of the law, may ask for an explanation or require the Company or the processor to remove the situation. If the Client's request is found to be justified, the Company shall immediately remove the defective state. If the Company or

the relevant processor does not comply with the request, the Client may contact the Office for Personal Data Protection; the right of the Client to contact the Office for Personal Data Protection directly is not affected thereby.

VI. COMMON AND FINAL PROVISIONS

§ 58 Dispute Resolution

(1) The Client is entitled to an out-of-court settlement of a consumer dispute from the Agreement, while the Financial Arbitrator of the USA and Canada is the subject of the out-of-court settlement of consumer disputes within the meaning of financial services to the extent stipulated by a legal regulation governing the financial arbitrator. Proceedings before the Financial Arbitrator are initiated upon a proposal. The proposal may be submitted on the form issued by the Financial Arbitrator. The Client is also entitled to file a complaint to the FINTRAC Canada or FinCEN USA as the supervisory authority of the Company's activities.

§ 59 Amendment to the Contractual Documentation

(1) The Company is entitled to unilaterally amend the Framework Agreement and these General Business Terms and Conditions and the Tariff (hereinafter referred to as the "Contractual Documentation"). The Company shall amend the Contractual Documentation by issuing a new full wording thereof.

(2) In the event that the Company decides to change the obligations from the Contractual Documentation, the change shall be made by the Company sending the proposed change by email at least two (2) months prior to the date on which the change of the obligation from this Contractual Documentation is to take effect and, at the same time, it shall send it to the post on the Client's User Account.

(3) The Client shall be deemed to have received the amendment of the Contractual Documentation if:

a) The Company has proposed the change of an obligation from the Contractual Documentation not later than two (2) months prior to the date on which the change is to take effect,

b) The Client did not reject the proposed change of the obligation prior to the date on which the change is to take effect,

c) In the proposed change of the obligation from the Client's Contractual Documentation, the Company has informed about this consequence and

d) In the proposed change of the obligation from the Contractual Documentation, the Company has notified the Client of his/her/its right to terminate the obligation from the Contractual Documentation according to paragraph 3 of this Article.

(4) The Client has the right to refuse the proposed change of the obligation from the Contractual Documentation by

terminating the obligation from the Agreement, free of charge and with immediate effect, prior to the date on which the change is to take effect.

(5) Changes that do not result in a deterioration of the Client's legal position, correction of obvious typing errors or changes resulting from a change in the applicable legislation shall not be considered as a substantial change in the Contractual Documentation.

§ 60 Common Provisions

(1) The Client undertakes to notify the Company in writing of any substantial change regarding the Client's entity within 14 (fourteen) days of the day on which the Client becomes aware of such a change. Substantial changes shall be deemed to include, in particular, the essentials given in the identity card, changes in the bank connection, etc.

(2) All notices, correspondence or documents handed over or sent under the Agreement may be handed over in person against a written acknowledgment of receipt, sent by electronic mail to the other party's email address or sent by registered post to the home address or registered office or to such an address communicated by any of the contracting parties to the other party in writing not later than 10 (ten) days prior to sending.

(3) A document sent by electronic mail to the email address of the other contracting party shall be deemed delivered at the moment the sending contracting party receives a system confirmation of delivery of the email to the email address of the other contracting party.

(4) The e-mail address of the Client shall always be used for the delivery of electronic mail to the Client.

(5) If a document that is delivered through a postal licence holder is not delivered to the other contracting party earlier, the document shall be deemed to be received on the fifth (5th) day from the sending the document by a postal licence holder.

(6) The Client shall be responsible for timely notification of the Company of any change in his/her/its address or postal delivery address.

(7) When using the means of communication by the contracting parties during the term of the Agreement, the Company shall not be liable for any loss caused by the failure of the post office, fax, electronic or other means of communication and technical facilities that provide the Company's services, including but not limited to failures of the means of communication, website, electronic data exchange systems and payment systems (including electronic banking).

§ 61 Final Provision

(1) The Client confirms that he/she/it is fully familiarised with these General Business Terms and Conditions and that he/she/it has read them, which he/she/it confirms below by his/her/its signature.

General Business Terms and Conditions of Business Credit s.r.o. to Framework Agreement No.

In on

For the Company	For the Client