

General Terms and Conditions

of company Crea Pay s.r.o.
having its registered office at the address: V jámě 699/1, 110 00 Nové Město

Reg. no: 053 30 769
recorded in the Commercial Register kept by the Municipal Court in Praha, File C 262039

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Preamble

These General Terms and Condition (hereinafter referred to as 'GBT') constitute the business conditions of Crea Pay s.r.o., with a registered office at V jámě 699/1, 110 00 Nové Město, Czech Republic, entered in the Commercial Register and administered by the Municipal Court in Praha under File No.: C 262039. The GBT set out the basic rights and obligations resulting from a contractual relationship established between Crea Pay and its Clients, and are binding for all the parties involved in this relationship as from the date when the Client expresses its intention to enter into a contractual relationship with Crea Pay.

These GBT provide a framework for the establishment of a contractual relationship between Crea Pay and the Client and form an integral part of each Agreement made between Crea Pay and the Client, unless otherwise stated in the Agreement.

1. Introductory Provisions

1.1. Definition of Basic Terms

For the purposes of these GBT and the legal relationship between Crea Pay and its Clients, the following terms shall have the below stated meanings:

'AML rules' – a system of procedures, rules and generally binding legal regulations (national and international) which are focused on and intended for the prevention from the abuse of financial system for money laundering and the financing of terrorism practices.

«Data protection policy» – a set of internal procedures and rules protecting the data obtained, generated, used or otherwise managed by Crea Pay in its activities and at the same time a system of processes aimed at monitoring possible risks in protecting such data and preventing data leaks.

'Electronic Money' – The electronic money is, pursuant to the Act No. 370/2017 Coll., as amended, understood the financial value that

- a) represents the receivable towards that entity who had issued it,
- b) is kept electronically,
- c) is issued against the received financial funds for the purposes of Transfer of financial funds to be made, and
- d) is received by other person than that person who had issued it.

'Crea Pay' – a company Crea Pay s.r.o. with its registered office at: V jámě 699/1, 110 00 Nové Město, of company identification number: 053 30 769, entered in the Commercial Register administered by the Municipal Court in Praha, under File No.: C 262039. The company is entitled to provide payment services in accordance with the Act No. 370/2017 Coll., on Payment system, as amended.

'Crea Pay System' – it is IT secured solution within the frame of which is the Client allowed to make Transfer of financial funds, including the transactions with Electronic Money.

'CP Account' – the account within the Crea Pay System, and by means of this account can be made, in particular, issuing Electronic Money, payments made using Electronic Money, and back exchange of Electronic Money.

'Chargeback' means a service by means of which a card holder may ask for being returned financial funds to his/her Payment Card, if a Merchant did not provide him/her with a service, did not send any goods or if different goods were sent, and any customer's complaint was not settled properly and on time.

'Integration Manual' – detailed instructions and a list of procedures describing the implementation procedures of Payment Gateway which shall be adhered to by the Merchant whereas the Portal and Payment Gateway are interconnected.

'Internet Banking' refers to Crea Pay's secured environment accessible from the Internet, where, after registration, contractual relationship conclusion, identification, and respective verifications) the Client may enter payment orders, check the balances and be informed on the transactions on its Payment Account, and to communicate with Crea Pay and use other services offered by the Crea Pay.

'Client' means a natural person or legal entity having a contractual relationship with Crea Pay, the subject matter of which is providing of payment services (Payment account management, Payment Gateway, Electronic money or Financial funds transactions). The Merchant is simultaneously recognized as the Client (for the GBT purposes).

'Inaccurate Data' – data communicated in particular by the Client and related to the Transfer of financial funds (and eventually any other data submitted by the Client or third party to Crea Pay), i.e. data that are unclear, uncertain, incomplete or otherwise incomprehensible or inaccurate.

'Merchant' – the Client who is using simultaneously the services of Payment Account and Payment Gateway.

'Authorized Person' means a person authorized by the Client, in the manner required by Crea Pay. The Client specifies the scope of authorization of the Authorized person, in accordance with the authorizations, which are by Crea Pay recognized as acceptable.

'Authentication Data' – are the data used to identify the Client or the Authorized Person, and confirmation of the authority of these persons to act with Crea Pay. These authentication data include: the data stated in clause 3.3.1. of the present GBT.

'Electronic Money Payment' - electronic operation between the Client who can make Electronic money payment or Electronic transaction between the Client and a third party that accept Electronic money payments, which is made as follows: from the CP Account of the Client who is sending Electronic money is debited respective amount and then this amount shall be credited to the CP Account of the Client – a payee (a receiver). If the Electronic money payment is made between the Client and a third party who has no CP Account, then respective amount shall be debited from the CP Account of the Client and shall be forwarded to a third party's account specified by the Client.

'Payer' means a person from whose account are transferred financial funds to the benefit of a third person or via a Payment Gateway the funds are debited from the Payment Card of the Client who is the Payer – to the benefit of the Payment Account of a Merchant.

'Payment Gateway' means the payment gateway operated by Crea Pay, designed to enable payments to be made via the Internet for goods and services offered in individual Merchant Portals.

'Payment Card' means a payment tool intended solely for making payments for goods and services via the Internet using Payment Gates.

'Payment Order' – an instruction made and submitted by the Client and related to the Transfer or financial funds, upon which financial funds shall be transferred by Crea Pay.

'Transfer of financial funds' means a deposit of financial funds to the Payment Account, withdrawal of financial funds from the Payment Account or a Transfer of financial funds from Payment Account. For the purposes of GBT and Payment gateways is under Transfer of financial funds understood also a payment made by the Client using the Payment gateway.

'Payment Account' means a payment account opened in Client's name or in the Client's company name. The Client is entitled to carry Transfer of financial funds from the Payment account in accordance with the rules required by the Crea Pay and within the scope within defined by the Contractual relationship. In the event that the Client has with Crea Pay more Payment accounts, then the "Payment Account" definition shall be applied to all the accounts which are administered and were opened in the name of the Client.

'Portal' means an e-commerce run by a Merchant, placed on specific internet domain, where goods or services are offered by a Merchant.

'Payment Card Provider' – companies that issue Payment cards (e.g. MasterCard International, Inc. that issues Payment Card: MasterCard, VISA U.S.A. Inc. that issues Payment card VISA, etc.) that are accepted by Crea Pay and Payment gateway.

'Business Day' - Monday to Friday, except for days, which are national holidays in the Czech Republic

'Business Hours' – a period of time within Business Days from 9:00 to 17:00

“Privacy policy» - document or other review of procedures by which Crea Pay provides and manages personal data or other sensitive information obtained from its clients, employees or other third parties and is available on the Website

'Transfer of Financial Funds' – transfer of Financial funds between individual Payment accounts (for the purposes of the transfer of financial funds shall be the payment accounts administered by other financial institutions (e.g. by other banks) also titled as Payment account). Transfer of financial funds may be of internal nature (made between individual Payment accounts with Crea Pay) or of external nature (made between a Payment account with Crea Pay and a Payment account with other financial institution)

'Charges and Fees Price List' means an overview of the services offered by Crea Pay to Clients, including the charges and fees charged for the use of these services and for the performance of payment operations. The Price List forms and integral part of the GBT and individual Agreements. If, within the context of the present GBT is any reference to the Charges and Fees Price List, then always the current and effective version shall be applied. **'Agreement'** means a binding legal relationship established between Crea Pay and individual Clients, subject matter of which is the provision of payment services. The GBT form an integral part of the Agreement, unless the Agreement stipulates otherwise. Particular provision of the Agreement shall prevail over the GBT.

'Contractual relationship' means a contractual relationship between the Client and Crea Pay which include the rights, obligations and conditions specified in particular by the Agreement, whereas the Contractual relationship terms and conditions are further defined in the GBT, the Integration Manual, the Charges and Fees Price List, and any other documents which might affect the contractual relationship, always in the amended wording.

'VOP (=GBT)' = General Terms and Conditions

'Issuance of Electronic Money' – the exchange of financial funds which Crea Pay receives from the Client, for the Electronic money at the amount which corresponds to nominal value of received financial funds.

'Websites' – websites of Crea Pay at the address: www.fpay.cz

'Client' – a natural person or legal entity that makes a payment or is interested the payment to be made to the benefit of the Merchant via the Payment Gateway placed on the Portal

'Electronic Money Exchange' – means the exchange of Electronic money for cashless financial funds amounting to the sum that corresponds to the nominal value of exchanged Electronic money performed by Crea Pay upon the request of the Client via the Internet banking. Financial funds received are then credited to the Payment account of the Client.

'ZPS' – the Act No. 370/2017 Coll., as amended

2. Establishment, Change, and Termination of a Contractual Relationship

2.1. Establishment of a Contractual Relationship

- 2.1.1.** The contractual relationship can be entered into for definite or indefinite period (always upon specific specification stated in the Agreement), in the following ways:
- a) written Agreement signed by authorized representatives of both contract parties and (if the agreement is concluded and authorized representatives of Crea Pay were not present there personally) delivered to Crea Pay ,
 - b) online registration using an electronic form place on the websites (in such a case an interested party is obliged via a form to provide Crea Pay with all required information, and approve all the terms and conditions of future Contractual relationship).
- 2.1.2.** The Agreement becomes effective (if not stated expressly in the Agreement otherwise) at the moment when:
- a) the Agreement was signed by both contracting parties (generally by Crea Pay); or
 - b) the registration was approved (i.e. in accordance with the clause 2.1.1., letter b) of GBT) by Crea Pay.
- 2.1.3.** Crea Pay is entitled, prior the approval of the registration or the signature of the Agreement, to request the Client to submit additional documents necessary for the purposes of Client's identification and/or check – in accordance with the ZPS, AML rules or any other legal regulations applicable or Crea Pay internal rules. The Client is obliged to respond in a timely manner and submit required data, without undue delay. The Client's obligation to provide or submit the requested data (including data that is considered as personal data according to general legal standards) at the Crea Pay request also during the Contractual relationship, in particular, but not exclusively, in the identification / verification of the Client or its individual payments or other actions, all in accordance with AML rules.
- 2.1.4.** Any entitlement is not established to the provision of Crea Pay services. Crea Pay reserves the right not to enter into the Agreement, also without giving any reason.

2.2. Changes in a Contractual Relationship

- 2.2.1.** The Client is obliged to notify Crea Pay without delay on any change relate to Client's data which were initially stated by the Client at the time of Agreement conclusion (in particular, but not limited to, change in its registered office address, change in the list of persons authorised to act on behalf of the Client, change in its contact details, a request for a change in Authorised person, etc.), and on the facts that might affect anyhow the Contractual relationship, the provision of services pursuant to the Contractual relationship or ability of the Client to fulfil its obligations towards Crea Pay (in particular, but not limited, the initiation of insolvency procedure, execution procedure, liquidation, initiation of criminal prosecution, etc.).

- 2.2.2.** Crea Pay shall not be liable for any damage incurred by the Client as a result of a failure to report in a timely manner or late reporting of any change stated in clause 2.2.1. of the GBT or other essential Client's changes.
- 2.2.3.** Any changes in Contractual relationship can be implemented exclusively upon agreed supplementary Agreement which is amending the Agreement, and has been signed demonstrably by the authorized representatives of both the contracting parties.

2.3. Termination of a Contractual Relationship

- 2.3.1.** A contractual relationship between the Client and Crea Pay may be terminated in any of the following ways:
- a) by an agreement (demonstrably signed by authorized representatives of the contracting parties);
 - b) upon the expiration of the period for which the Agreement was concluded (if the Agreement was concluded for definite period of time);
 - c) if Crea Pay or the Client is dissolved without a legal successor (or eventually if the Client, a natural person, has died);
 - d) upon expiry of Crea Pay's licence to provide payment services (if the licence has expired only partially, then the Contractual relationship shall lapse only in such a scope to which was the part of a licence related);
 - e) upon the termination in accordance with clause 2.3. and present GBT terms and conditions.
- 2.3.2.** Crea Pay and the Client are entitled to terminate anytime the Agreement, which has established the Contractual relationship for indefinite period, without giving any reason. In this case the notice period shall be 1 (one) month and shall start from the first day of the month which follows the month in which the written Agreement termination was delivered.
- 2.3.3.** Crea Pay shall be entitled to terminate the Contractual relationship with the Client with effect from the date of delivery of the termination notice (i.e. immediately), if:
- a) the Client has not made any transaction from its Payment account for the period over 6 (six) months;
 - b) the Client has breached in any extent its obligations specified in the Agreement or in the GBT (Crea Pay is entitled (not obliged) to fix a reasonable period for the Client as the Client could remedy the incorrect state and to terminate the Contractual relationship even after the expiration of the period for remedial actions, if the Client failed to remedy the incorrect state);
 - c) Crea Pay reasonably suspects that the Client (or a person entitled to act on behalf of the Client) does not follow legal regulations, the accepted principles of morality, AML rules or the Client's situation has changed so significantly that it is not able to guarantee the compliance and fulfilment of its contractual obligations;
 - d) Client's Payment account has a negative balance or the balance is below the limit of the minimum amount specified by Crea Pay in accordance with clause 3.1.1. of GBT;

- e) If the Client is in delay with any commitment (whether financial or not) towards Crea Pay (then the termination has not constitute the right of Crea Pay to claim the payment of unpaid claims or the fulfilment of other commitments);
- f) there emerged any facts that could anyhow affect the Contractual relationship, provision of services in accordance with the Contractual relationship or the ability of the Client to fulfil its commitments towards Crea Pay (in particular, but not limited to, the initiation of insolvency procedure, liquidation, and criminal prosecution against that Client, etc.);
- g) Crea Pay was delivered an order or recommendation from any other financial institution, public authority, Czech National Bank, Provider of payment cards or any other cooperating entity or person to terminate the cooperation with the Client;
- h) any information submitted by the Client was proven as Inaccurate data;
- i) the Client has allowed third persons to use Payment Gateway without prior written consent granted by Crea Pay;
- j) a number of Chargebacks was increased suspiciously in relation to the activity of the Client or if Crea Pay received more Chargeback requests related to activity of the Client. More Chargeback requests shall be for the purposes of the present clause understood as two times during one month.

2.3.4. If the Contractual relationship related to all Client's Payment accounts with Crea Pay terminates, the Client is then obliged to provide Crea Pay with the identification of its account, to which shall be transferred the balance of a terminated Payment account after a deduction of relevant fee which corresponds with the Charges and Fees Price List. Crea Pay shall transfer the funds to the account specified pursuant to the previous sentence without undue delay after the being given the account identification. The account announced in such a manner shall be kept in Client's name with a financial institution within European Union..

2.3.5. In case of partial termination of the Contractual relationship which is related only to some of the Client's Payment account, Crea Pay shall transfer the balance of the account which is to be closed to another Payment account that is kept in Client's Name. Should the Client has more Payment accounts then the choice of the account to which the funds will be credited is upon Crea Pay discretion.

2.3.6. If the Contractual relationship related to all Client's Payment accounts has been terminated and if the Client has not provide Crea Pay with any number of the account to which the funds should be transferred in accordance with clause 2.3.7. of the GBT, then Crea Pay shall keep financial funds in question in individual non-interestbearing account up to the moment when the Client's Order to transfer the funds to its Account (pursuant to clause 2.3.7. of the GBT) is received, or up to the moment the properly filed order for the funds to be paid out is received.

- 2.3.7.** If there are reasons for terminating the Contractual relationship immediately, Crea Pay shall, without undue delay, be entitled to suspend the Crea Pay Gateway service for a specific Merchant at whom was established the reason for immediate termination of Contractual relationship.
- 2.3.8.** In case of Contractual relationship termination, in which was included also the Payment Gateway service, the Merchant is obliged as of the date when the termination becomes effective, without undue delay, remove all the logos of Crea Pay and references to the websites from its Portal.

3. Payment Services

3.1. Payment Account

Maintenance of a Payment Account

- 3.1.1.** For the purposes of proper provision of payment services Crea Pay shall establish a Payment account for the Client. This account shall be maintained in the Client's commercial company name (eventually in the name and surname of the Client). This Payment account shall have a unique number identifier assigned under which could be identified within the Crea Pay system. Crea Pay shall be entitled to determine the minimum balance for each Payment Account. The Payment account shall keep for the period of the Agreement financial funds (and their flows) for the purposes of Client's Payment orders to be fulfilled and financial funds sent to the benefit of Payment account of the Client.
- 3.1.2.** Payment account can be maintained for the Client in more currencies which shall be the currencies that are accepted by Crea Pay. A list of accepted currencies can be found on the websites.
- 3.1.3.** Financial funds which are in the Payment account, are not and will not be bearing any interests.
- 3.1.4.** The Client may access the information in electronic form on Payment account balances, as well as on the transactions made, whereas the information may be viewed from the Internet banking.
- 3.1.5.** Printouts of account statements shall be sent to the Client following its explicit request and when a specific fee was paid in accordance with the Charges and Fees Price List and deduced from the Client's Payment Account.
- 3.1.6.** The Client undertakes continuously, at least once in 14 (fourteen) days, to sign in into the Internet banking to find out possible updates, announcements or information sent which may be communicated to the Client via the Internet banking. Crea Pay is not responsible for any damages incurred due to non-compliance with this Client' obligation resulting from the present clause.

Blocking of the Payment Accounts and the Funds

- 3.1.7.** Crea Pay shall be entitled to block the Payment Account or financial funds held in the Payment Account, and restrict the disposal of the funds upon the obligation which are binding for Crea Pay and result from legal regulations, next, also upon the decision of public authority, upon its own discretion, in particular, but not limited to, if:

- a) Crea Pay has a substantiated suspicion that the funds held in the Payment Account were or could be the proceeds from criminal activities or could be used for any criminal activities;
- b) there exists a suspicion that an unauthorised or suspicious Transfer of financial funds was made from the Client's Payment Account;
- c) the Client is in delay in the fulfilment of any its obligations under the Contractual relationship;
- d) it is necessary to enter corrective data into the accounts or to perform any settlement of commitments;
- e) a number of Chargebacks was increased suspiciously in relation to the activity of the Client or if Crea Pay received more Chargeback requests related to activity of the Client. More Chargeback requests shall be for the purposes of the present clause understood as two times during one month.
- f) Client is facing the situation when exists high probability that its obligations resulting from the Contractual relationship will to be fulfilled or Crea Pay is reasonably concerned a damage may arise in relation to the activity of the Client.

3.2. Transfers of Financial Funds

- 3.2.1.** Under the Contractual relationship, Crea Pay can generally process the Transfers of financial funds upon the instructions from the Client, exclusively in non-cash and electronic form.
- 3.2.2.** Crea Pay can make Transfers of financial funds in particular using Payment orders which were entered by the Client in Internet Banking or in another manner supported by Crea Pay. Crea Pay assumes no responsibility for the processing of Payment orders that included Inaccurate data, and is entitled to charge fees according to the Charges and Fees Price list for all the Transfers of financial funds and related services.
- 3.2.3.** Crea Pay shall process Payment orders entered by the Client without undue delay, in the event, when at the moment when the Payment order is entered and at the moment of its maturity there are enough funds in the Client's Payment account from which the payment is to be debited. To exclude all the doubts, the sufficient financial coverage for the purposes of the Transfer of financial funds is understood the amount which at least equals to the amount of the Transfer of financial funds increased by the fees related to the Transfer of financial funds. Crea Pay shall not execute the Payment Order if the Payment account does not keep sufficient financial coverage.

- 3.2.4.** Crea Pay is further entitled not to process or reject the Payment Order entered by the Client if there exists reasonable suspicion that its execution would be inconsistent with the generally binding legal regulations, AML rules, Crea Pay internal policy, principles of morality, or if the Payment Order includes Inaccurate data. The non-processing or rejection status by Crea Pay shall be communicated to the Client without undue delay, unless such communication is not restricted upon generally binding legal regulations or upon a decision issued by a public authority.
- 3.2.5.** Crea Pay is entitled not to credit the funds to the Client's Payment Account in the event when Payer's or Client's data are understood as Inaccurate data. Next, Crea Pay is entitled not to credit the funds to the Client's Payment Account (or debit them from the Client's account) in the event when the Transfer of financial funds is in contrary to generally binding legal regulations, in particular if there exists a suspicion that the Transfer of financial funds could be anyhow associated with money laundering, terrorism financing, or any other criminal activity.
- 3.2.6.** Crea Pay shall be entitled to receive financial funds that were transferred by the Payer or via Payment Gateway to the Client's Payment account and to credit these funds to the Client's account. The Client expressly agrees that, if its Payment Account is closed, blocked or otherwise restricted or if the Contractual relationship between the Client and Crea Pay is partially terminated, then Crea Pay is entitled to credit the transferred funds to another Client's Payment account (is the Client has such Payment account kept only in other currency, then Crea Pay is entitled to charge associated with the transfer and with the conversion of the funds). If the Client does not have any other Payment account with Crea Pay, then the funds which were received in such manner sent back to the Payer, and from this sum shall be deduced fees associated with such Transfer of financial funds.
- 3.2.7.** If the Payment Order contains Inaccurate data, based on which the Transfer of financial funds cannot be carried out, Crea Pay shall return the payment and credit it to the Client's Payment account or it shall call upon the Client to correct, supplement or anyhow clarify the data. The Client is obliged to meet this requirement without undue delay. If the Client does not do so, then Crea Pay does not process the Transfer of financial funds. In case of non-performance of the Transfer of financial funds Crea Pay is not, in accordance with the previous sentence, responsible for any possible damage in relation with the non-performance of the Transfer of financial funds. If after the submission of Inaccurate data have arisen to Crea Pay any expenses or any claim to the fee in accordance with the Charges and Fees Price List, then from the returned financial funds shall be deduced by the amount of such expenses or fees.
- 3.2.8.** Financial funds transferred to the benefit of the Client shall be credited to respective Payment account no later than by the end of the Business Day which follows the day when the financial funds were received in fact.
- 3.2.9.** Crea Pay reserves the right not to credit the funds to the Client's Payment account if there is a justified suspicion that the relevant Transfer of financial funds was not intended to the benefit of the Client. In such case, Crea Pay undertakes to contact the Client without undue delay and requires a documentary proof that the incoming Transfer of financial funds to its Payment account was justified.
- 3.2.10.** The Client is entitled to enter the Payment order to perform the Transfer of financial funds anytime, even beyond the Business hours. Internal Transfer of financial funds shall be processed automatically and without undue delay. External Transfer of financial funds enter by the Client upon its Payment order within a Business Day and Business Hours shall be processed during the same day. If the Payment Order was entered by the Client beyond the Business Day, then it will be processed on the immediate day which follows the Business Day.

- 3.2.11.** Crea Pay is responsible for correct and proper Payment transactions processing and recording in the accounts in the event when the Client has fulfilled its obligations related to the entry of its Payment order. In the event when it transpires that the Payment transaction was settled incorrectly, Crea Pay shall record corrective entries of the payment based on its own discretion or upon the request of other financial institution or upon the request filed by the Client, without undue delay since the moment when it becomes aware of incorrectly performed entries or performance of such Payment transaction. The Client is not entitled to request any damage compensation or other kind or compensation related to the corrective entries of Payment transaction.
- 3.2.12.** If Crea Pay enters into its accounts an incoming payment into Client's Payment account and subsequently will be contacted by a Payer's financial institution and requested to return the financial funds, then Crea Pay is obliged to contact the Client without undue delay. If the Client agrees with the financial funds to be returned, then these funds shall be debited from Client's Payment account. If the Client does not agree with the financial funds to be returned, then this information shall be communicated by return to respective Payer's financial institution and shall be given Client's identification data. All the charges relate to such Transfer of financial funds shall be covered by a person responsible for inaccurately entered Payment order.
- 3.2.13.** Crea Pay shall return financial funds that were credited to Client's Payment account to Payer's financial institution without having been granted a consent from the Client if this return is based on final court decision, public authority decision or upon generally binding legal regulations.
- 3.2.14.** In case of incorrectly made Transfer of financial funds which was made upon incorrect or Inaccurate data submitted by the Client (e.g. incorrect account number or incorrect Payee's identification, the Client is not entitled to corrective payment accounting, any damage compensation or any other compensation.

Authentication, Authorisation, and Identification of Persons within the Execution of Transfers of Financial Funds

- 3.2.15.** Authentication Data are communicated to the Client and automatically generated upon establishment of access to Payment Account or during subsequent execution of some Payment transactions. Authentication Data are as follows:
- a) PID – it is a static alphanumeric string sent to the Client's e-mail announced within the registration. PID validity shall be unlimited;
 - b) Internet banking log in password – when logged in for the first time the Client shall receive a password from Crea Pay. The Client is obliged to change this password after being logged in for the first time into the Internet banking. This password is not available for Crea Pay and Crea Pay is not allowed in any way to request this password from the Client. Password shall be kept by the Client confidential and is obliged to prevent its disclosure to third parties.
 - c) The password for authenticated telephone communication – the Client or Customer shall receive this password for authenticated communication upon the clause 7.1.1., letter b) of the GBT. The Client is obliged to communicate this password or its part to an authorized employee of Crea Pay during the telephone communication;
 - d) A single-use code to confirm a Payment transaction – the Client or Customer shall receive this code on its telephone number registered with Crea Pay or with the Payment card provider, this code shall be used to authenticate specific Payment transaction.

- 3.2.16.** Any acts performed using Authentication Data (in particular Payment transactions) shall be understood by Crea Pay as the acts properly authenticated and performed by the person to whom these data were allocated or sent.
- 3.2.17.** If the Authentication Data were entered incorrectly for several times (“several times” shall be understood as 3 times), Crea Pay is entitled to block these Authentication Data. After thorough authentication of Client's identity, which shall be performed in the way that is prescribed by Crea Pay, and upon the Client's request, new Authentication Data shall be sent to the Client.
- 3.2.18.** If the Payment account is cancelled, Authentication Data to that particular account shall be cancelled, too.
- 3.2.19.** If the Client suspects that Authentication Data have been misused or lost, it is then obliged to report the case to Crea Pay without undue delay from the date on which these facts were found out.
- 3.2.20.** The validity period of Authentication Data may be cancelled or changed by Crea Pay at any time, about which the Client shall be informed in advance.
- 3.2.21.** Crea Pay shall be entitled to change unilaterally the specifications, a method of Authentication data activation, a way of these data expiration, and to supplement limits related to the Authentication Data. The Client agrees with this procedure and is obliged to respect all the security instructions and regulations pertaining to the execution of individual Payment Orders and to the communication via Internet Banking.
- 3.2.22.** Crea Pay is not anyhow responsible for any damage caused to the Client in relation to the use of its Authentication data. In particular, Crea Pay is not responsible for any loss and subsequent misuse of Authentication data by a third party.
- 3.2.23.** For the Authentication data is always responsible that person who took over these Authentication data. The responsibility of a person for the use or misuse of Authentication Data shall be reasonably governed by the provisions of these GBT. Only the Client shall be provided with the Authentication data from Crea Pay. If the Client is intended to authorize a third person to take over the Authentication Data, then such authorization shall include precise and clearly defined wording, as well as Client's officially authenticated signature (if the Client is a legal person – then officially authorised signature of the statutory body of that legal person).
- 3.2.24.** A request to cancel or block Authentication Data may be submitted only by the Client of Authorised Person, which shall be done only via authenticate telephone communication in accordance with clause 7.1.1. and upon the GBT.
- 3.2.25.** Authentication Data shall automatically extinguish upon the termination of Contractual relationship with Crea Pay.

3.3. Payment Gateway

- 3.3.1.** The Payment Gateway is a service provided by Crea Pay to a Merchant, enabling to receive the payments and transactions for the services or goods provided, using Payment cards (including Electronic money payments and transactions). The Payment Gateway integrates individual payment methods and thus the Transfer of financial funds into the Crea Pay system is facilitated.

- 3.3.2.** The Merchant undertakes to integrate the Payment Gateway service into its Portal in accordance with the Integration Manual. The client shall be responsible for proper integration of the Payment Gateway into the Portal, and shall be also responsible for any damage resulting from a failure to follow the integration procedure under the Integration manual. The Client takes into account that the availability of Payment Gateway is subject to its activation process during which Crea Pay is assessing whether the activity of a Merchant complies with all the security requirements requested by Crea Pay. Proper integration of the Payment Gateway results in encrypted interconnection of the Portal and Crea Pay system.
- 3.3.3.** The integration shall be necessarily done in each individual Portal where a Merchant is intended to run a Payment Gateway. It is completely prohibited to use the integration data related to one Portal to integrate other Portals.
- 3.3.4.** A Merchant takes into account that in the event when its activity will be granted a high-risk rating, then Crea Pay is entitled to apply individual charges and fees or different security parameters, about which a Merchant shall be informed in advance.
- 3.3.5.** Prior the start up of full and live operation of the Payment Gateway a Merchant is obliged to perform proper testing of the Payment Gateway integration with the Portal via which goods or services are offered and then sold. In the event when, in the course of testing, has emerged that some part of a service is functional, Crea Pay does not guarantee its subsequent functionality within live operation.
- 3.3.6.** A Merchant is obliged in relation with the use of Payment Gateway service especially, but not limited to:
- a) to use the Payment Gateway in accordance with the purpose and in relation to activities that were reported by a Merchant at the time of Contractual relationship conclusion;
 - b) to allow its Customers to make their payments using the Payment Gateway and afterwards a document (receipt) certifying the goods or services were purchased shall be issued to a Customer;
 - c) to place the Crea Pay logo visibly in its Portal, references to the websites, and further all the information required by the generally binding legal regulations related to Merchant's activities (in particular the information required by such legal regulations that govern a consumer protection.
 - d) to ensure for the period of Contractual relationship duration permanent interconnection between the Portal and Crea Payment Gateway, and further ensure that Customers, who chose Payment Gateway possibility, will be rerouted to the Crea Pay system;
 - e) to ensure necessary protection and secured environment of the Portal – against any virus or third party attack (e.g. a hacker attack);
 - f) to Crea Pay shall be reported without undue delay any and all malfunctions or difficulties related to the Payment Gateway or the Portal, including scheduled shutdowns of the Portal;
 - g) to place visibly the logos of accepted payment methods applied via Payment Gateway and provide the information that the data transfer via Payment Gateway is encrypted using SSL security protocol;

- h) to archive the documents confirming the goods were supplied or that the service was provided, and paid via the Payment Gateway – at least for the period of 10 (ten) years since the day on which the transaction was made, and these documents shall be, if requested so, submitted within 3 (three) days to Crea Pay, without undue delay;
- i) to conduct business activities in a due care in compliance with all generally binding legal regulations applicable, eventually with any licences and permits for specific activity;
- j) Crea Pay and respective public authorities shall be, upon request, provided with all required cooperation – in the course of individual Customer or individual transaction analysis, which enables to fulfil the obligation laid down to Crea Pay by generally binding legal regulations or eventually by contractual arrangements.

3.3.7. Crea Pay is, in relation to the Payment Gateway service, obliged:

- a) to make Payment transactions using the Payment Gateway, in a due care in compliance with all generally binding regulations applicable, with the Agreement and with the GBT;
- b) to keep the Payment Gateway in operation and ensure its proper functioning for the period of Contractual relationship duration;
- c) in the event when the Portal breakdown takes more than 3 hours, a Merchant shall be informed without undue delay;
- d) in the event of scheduled shutdown of the Payment Gateway or in the event of limited functionality, a Merchant shall be informed at least 24 (twenty four) hours in advance.

3.3.8. Crea Pay shall be responsible for Payment transactions made through the Payment Gateways only if the integration of respective Payment Gateway was carried out properly and in accordance with the Integration manual. Crea Pay shall not be in any way responsible for the content of the Portal, functionality of the Portal, defects in the operation of the Portal or any errors or any other circumstances and situations which do not depend on the will and activity of Crea Pay (force majeure). Furthermore, Crea Pay is not anyhow responsible for the fulfilment of Merchant's obligations towards Customers.

3.3.9. Following the development of security, regulatory environment, or other changes, Crea Pay is entitled to specify higher data security and data flows in relation to the functionality of the Payment Gateway. A Merchant is obliged to ensure the implementation of such standards at its expense without undue delay, otherwise the Payment Gateway service might be limited by Crea Pay or completely suspended up to the time when the security requirements are completely fulfilled by a Merchant. In the event when a Merchant has not fulfilled the required security standards even not within additional period determined by Crea Pay, then this fact establishes a reason for immediate termination of Contractual relationship from Crea Pay side.

3.4. Electronic Money

- 3.4.1.** Upon the Contractual relationship for the Client may be established CP account, through which the Client is entitled to the Issuance of electronic money, to the Payment in Electronic money or to the Exchange of electronic money.
- 3.4.2.** The conditions of the authorization of persons, establishment and Payment account maintenance shown in the present GBT shall be applied to the CP similarly.
- 3.4.3.** The CP account enables that a current balance of Electronic money is displayed, i.e. the money issued to the Client.
- 3.4.4.** Electronic money does not bear any interests.
- 3.4.5.** CP account may be held in such more currencies that are accepted by Crea Pay. A list of accepted currencies can be found on the websites.
- 3.4.6.** The Client is entitled to enter or file anytime a written instruction for the Electronic money exchange, i.e. the Payment account chosen by the Client shall be then credited with respective amount. Such a written instruction is for these purposes understood as the instruction entered via the Internet banking. The Client will pay for service of Crea Pay according Charges and Fees Price List.
- 3.4.7.** The Client takes into account and agrees that the Issuance of Electronic money may take up to 3 business days. Exchange of electronic money may take up to 2 business days. Both the specified times may be, if necessary, extended in particular if additional documents were requested from the Client to follow the AML rules or upon other legal basis.
- 3.4.8.** The balance of Electronic money on the CP account may be increased or lowered reflecting the Client's transactions, i.e. specifically following the Issuance of electronic money, Electronic money payments or Electronic money exchange. All the transactions are always made in the value which corresponds with nominal value of respective transaction.
- 3.4.9.** All Electronic money issued is a final sale. The Client does not have the right to return it if the Client does not like it or change his mind. The Client has got the right anytime to file a written instruction for the Electronic money exchange. The Client will pay for payment service as written in Charges and Fees Price List.

4. Provision of the Data and their Protection

- 4.1.1.** Prior entering into the Contractual relationship and for the period of its duration the Client is obliged to provide Crea Pay with identification and personal data (especially to meet the requirements laid down by AML rules), upon request and within the scope required by Crea Pay. If this obligation has been met, then this fact establishes a reason for immediate termination of the Contractual relationship from Crea Pay side.
- 4.1.2.** Personal and any other confidential data which were submitted by the Client, will not be disclosed by Crea Pay to any other third party, except for the following cases, and always only in the scope that is necessary:
 - a) Crea Pay is obliged to disclose these data upon generally binding legal regulations;
 - b) Crea Pay is obliged to disclose these data upon the decision issued by a public authority;

- c) As for the protection of Crea Pay interests these data have to be transferred;
- d) Data shall be transferred to a sister, parent or affiliated company;
- e) Data disclosure shall be done upon prior consent granted by the Client;
- f) Data shall be transferred to the persons who are the Crea Pay owners or to their eventual representatives;
- g) Data shall be transferred to a person (the persons) to which were assigned the rights or obligations from Crea Pay ;
- h) Data shall be transferred to a person responsible for the recovery of claims or authorized to do so towards the Client;
- i) Data shall be transferred to a cooperating person which is aimed to fulfil any commitment of Crea Pay (inparticular to banks, other financial institution, Payment card provider, etc.);
- j) Data shall be transferred to a third person upon the Client's Payment order; or
- k) Data shall be transferred to any other person the purpose of which is to prevent Crea Pay or the Client from eventual damage.

4.1.3. For the purposes to obtain detailed information on specific Payment transaction, the Client grants its consent to Crea Pay to be contacted. This possibility will be used by Crea Pay to clarify or confirm Payment transactions that were evaluated by Crea Pay as unclear or hazardous. If the Client rejects to submit this information or in the event when this information was not submitted in a timely manner, then this fact establishes a reason to terminate the Contractual relationship immediately.

4.1.4. Crea Pay protects the personal and confidential data of the Client in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC. with Act No. 101/2000 Coll. on personal data protection, as amended. Moreover, Crea Pay is obliged to maintain confidentiality in respect of data on the Client referring to its Payment transactions, its business, its clients and other Client's data which are not publically accessible.

4.1.5. The obligations stated in this clause remain in force even after the end of the Contractual relationship.

5. Liability for Damage

- 5.1.1.** If the contractual conditions resulting from the Contractual relationship are violated, then the party which did not participate in such breach, shall be entitled to require from the counterparty the compensation for damage under the provisions of the Act No. 89/2012 Coll., the Civil code, as amended (unless the Agreement or these GBT stipulate otherwise).
- 5.1.2.** Crea Pay is not responsible for damages incurred especially due to events or situations which could not be anyhow affected by Crea Pay and which happened independently on the will of Crea Pay (in particular, however, not limited to, by the effects of force majeure or by the acts carried out by third parties – hacker attacks, fraudulent acts, etc.).
- 5.1.3.** The Client shall provide Crea Pay with a compensation for any damage, responsibility, brought claim or expenses incurred (including legal assistance costs) which have arisen to Crea Pay in relation to its proper acts carried out upon the Client's order.
- 5.1.4.** The Client undertakes to adhere to all the obligations stated in the Agreement, GBT, Integration manual, generally binding legal regulations and eventually to any other further documents stated in the Agreement. Crea Pay is not anyhow responsible if the Client has not adhere to its obligations which are binding to it in accordance with the previous sentence.
- 5.1.5.** Crea Pay is not responsible for damage incurred by eventual Payment order duplicate entry carried out by the Client.
- 5.1.6.** Crea Pay is not responsible for any damage suffered by the Client due to the provision of Inaccurate data (by the Client or by the Authorised Person) or due to late provision of data which were required by Crea Pay.
- 5.1.7.** Crea Pay is not responsible for damage incurred because the instructions and obligations laid down by the Integration manual were not adhered to, or in the event when the instructions entered by the Payer were not entered in the format required by the Integration manual.
- 5.1.8.** Crea Pay is not responsible for damage and is not obliged to cover such damage if the damage was incurred due to the acts carried out by the Client, which might be based even on any omission or due to the acts of its Customers. Crea Pay is not also responsible for damage incurred due to a fault of the Client, even not if the Client could avoid this damage by its early performed intervention.
- 5.1.9.** Crea Pay is not responsible for eventual damages incurred in relation to the Payment Gateway in the event of insufficient data protection on the Portal.

6. Chargeback

- 6.1.1.** All the transactions made via the Payment Gateway may be subject to Chargeback.
- 6.1.2.** A Merchant is responsible for the fulfilment of all its commitments towards its Customers, at least within the scope laid down by generally binding legal regulations. The Client – a Merchant is obliged to fulfil its commitments towards its Customers properly and in a timely manner.
- 6.1.3.** A Merchant is obliged to ensure that in the event of complaint filed by the Customer such a complaint will not be refused due to the fact the goods or services were paid via the Payment Gateway.

- 6.1.4.** If the Customer, Payment card provider or Card transaction processor does not agree with the execution of specific transaction and then it contacts Crea Pay, subsequently a Merchant is obliged – upon the request of Crea Pay – without undue delay, to submit at the latest within 3 (three) calendar days all the documents which are at its disposal to a specific transaction to be made between a Merchant and a Customer together with the documents which proven that the goods were supplied or the service was provided.
- 6.1.5.** If the Client received from Crea Pay an incoming payment to which the Client was not entitled, then Crea Pay may require its return or may debit this payment from the Client's Payment account.
- 6.1.6.** A Merchant is familiar with the fact that if a transaction is disputed by a Customer, or if the Chargeback was made by the Customer, Payment card provider or Payment transaction processor, then Crea Pay may be charged fees to the request or Chargeback processing. Crea Pay is entitled to recharge these fees to a Merchant. A Merchant expressly agrees with this procedure.

7. Communication

- 7.1.1.** Communication between the Client and Crea Pay is possible in the following forms: a)

Internet banking;

- b) Authenticated telephone communication;
- c) E-mail.

- 7.1.2.** Primarily, the communication between the Client and Crea Pay shall be performed via electronic messages through the Internet banking. The messages sent through the Internet banking are considered delivered on the earliest following log in of the Client (if not stated in the Agreement or GBT expressly otherwise).

- 7.1.3.** For the purposes of authenticated telephone communication the Client is obliged to authenticate its identity using the password for telephone communication, which was chosen by the Client within the Agreement conclusion. Crea Pay is entitled to authenticate and confirm Client's identity using further queries about the Client's data, upon its own discretion. The Client, for the purposes of its identity confirmation, is obliged to submit these data. The Client undertakes to use authenticated telephone communication for the purposes of i) the blocking of Authentication data or ii) to ensure the generation of new Authentication data.

- 7.1.4.** E-mail communication is allowed to be sent expressly from the address stated in the Agreement and on the websites. Crea Pay reserves the right, in every specific case to evaluate, and in every specific situation to assess whether the e-mail communication is sufficiently secured communication for a specific purpose.

7.1.5. Entering into the Agreement the Client confirms it is familiar with the fact that Crea Pay keeps the content of all the communication with the Client, upon available and possible data storage technical methods and tools. Entering into the Agreement the Client grants its consent with these records. Crea Pay is entitled to use these records to defence its interests or to fulfil its obligation to submit information towards third parties, in accordance with the Agreement, AML rules or GBT.

8. Common Provisions

8.1.1. Crea Pay shall charge fees related to the services provided according to the Agreement and the Charges and Fees Price List. Crea Pay shall charge individual fees to the Client for the services not defined by the Agreement, the Charges and Fees Price List or GBT, and the Client shall be informed thereon before using such services.

8.1.2. For the purpose of fee charging, Crea Pay shall debit such fees any time from any Client's Payment account. If the Client does not have any Payment account held in the currency in which Crea Pay is charging respective fees, then Crea Pay is entitled to debit respective amounts from another Client's Payment Account, at the conversion rate declared by Crea Pay.

8.1.3. The Client and Crea Pay have expressly agreed that Crea Pay is entitled to offset any financial receivable entered into accounts under the Client's name, against any of the Client's receivables towards Crea Pay, regardless of whether they are due or not, and regardless of from which legal relationship they have arisen.

8.1.4. The Client is not entitled to assign its rights nor obligations under the Agreement to any third party without previous written consent granted by Crea Pay. Crea Pay is entitled to pass on any of its obligations under the Contractual relationship to a third person, even without the Client's consent. However, such passed on obligations shall be communicated by Crea Pay to the Client without undue delay.

9. Final Provisions

9.1.1. Legal relationship established between Crea Pay and the Client are governed by the Agreement (and by the documents stated in the Agreement), by the GBT and generally binding legal regulations of the Czech Republic.

9.1.2. The Client and Crea Pay undertake to solve eventual disputes arisen in relation to the services provided under the Agreement amicably, and through an Agreement having in view legitimize interests of both the parties. If this kind of Agreement cannot be concluded, then disputes between the parties shall be solved by a competent general court of Crea Pay company following legal regulations of the Czech Republic.

- 9.1.3.** In order to enhance the quality of services provided by Crea Pay, following the development of regulatory environment, development of technologies and other reasons which shall be especially adhered to, Crea Pay is entitled anytime and unilaterally amend the GBT wording. The Client explicitly agrees with this possibility. In case of the amendments to GBT wording Crea Pay undertakes to inform the Client at least 2 (two) month prior the date on which the amended GBT became effective. Crea Pay shall inform the Client and publish the new GBT wording on the websites and in some cases also via a message sent through the Internet banking. If Crea Pay has not received any explicit announcement that the Client does not agree with the amended wording of GBT, then the new GBT shall be understood as agreed by the Client. If the Client does not agree with the new GBT wording, then it is entitled to file a termination notice, in accordance with clause 2.3.2. of the GBT.
- 9.1.4.** The supervisory authority which monitors the activity of Crea Pay company is the Czech National Bank, having its registered office at the address: Na Příkopě 28, 115 03 Praha 1, www.cnb.cz. The Client is entitled to contact the supervisory authority.
- 9.1.5.** By the conclusion of the Agreement the Client confirms that prior this act it was given all needed and requested pre-contractual information important for its decision regarding the Agreement conclusion. By the conclusion of the Agreement the Client further confirms that in good time before the signature it became properly familiar with these GBT the content of which is considered by the Client clear and definite, as well as the rights and obligations resulting from these GBT and applicable towards the Client.
- 9.1.6.** If a dispute arises between the Client and Crea Pay within the provision of payment services, the Client is entitled to contact the Financial Arbitrator referring to the proposed solution of a dispute. The Arbitrator is following the regulations laid down by the Act No. 229/2002 Coll., on Financial Arbitrator, as amended.
- 9.1.7.** If any of the provisions of the GBT or any of their part has been found invalid, ineffective or unenforceable, this shall not affect the validity, effectiveness or enforceability of other provisions of these GBT. In such a case, Crea Pay undertakes to replace such provision by a new provision which will be as similar as possible in the terms, content and purpose. If such replacement is not possible then a specific situation shall be governed by the provisions of respective legal regulations which would as much as possible reflect the intention of that invalid, ineffective or unenforceable provision.
- 9.1.8.** These GBT shall become effective on July 1, 2022.