



PAYMENT GATEWAY TERMS AND CONDITIONS

1. Introduction

- 1.1. The terms you are now reading set out the basic rules for using the Payment Gateway and are directly related to the Terms and Conditions, which also state what is allowed and what is not allowed in ThePay.
- 1.2. Therefore, if you have requested to start the Payment Gateway service, the Terms and Conditions for the Payment Gateway and, of course, also the respective Fee Schedule, which clearly indicate how much money each service costs, are part of the Terms and Conditions.
- 1.3. The Terms and Conditions and Payment Gateway Terms and Conditions must be in accordance with the rules, the content of which changes without our input, and even if the Terms and Conditions appear more advantageous at first sight, nothing can be done and we must interpret them in accordance with these rules, which we consider an integral part of the Terms and Conditions. We call them Governing Rules and they include the legal regulations of the Czech Republic and the directly applicable regulations of the European Union (in particular Act No. 89/2012 Coll., Civil Code, Act No. 370/2017 Coll., on payment systems, Act No. 253/ 2008 Coll., on some measures against the legalisation of proceeds from criminal activity and the financing of terrorism, etc.); any regulatory or other similar rules of third parties that affect us. For example, these include the rules of the MasterCard and VISA card companies; the rules of acquiring partners, which are Global Payments and Worldline (SIX Payment Services); bank rules; authorisation centre rules; EBA (European Banking Authority) rules; PCI-DSS rules (standards for the protection of payment card data), etc. You accept the Governing Rules according to sec. Section 1751 of the Civil Code as an integral part of the Terms and Conditions.

2. Definition of terms

- 2.1. To simplify our communication, we are providing an overview of defined terms that we use, their meaning is consistent in all written documents. So, if in the Framework Contract, or in the Addendum, we capitalise (as we do now and here) something, this is where you find the meaning of the term. If we did not do so, and we were to write the term in lowercase, which definition we would find here, we mean the same term unless we explicitly say that this is not the case. When we address you directly, we simply mean you, whether you are a natural person or a legal entity. If we refer to a third party, we will identify it so that everything is clear.
- 2.2. **Project:** Most often, an e-shop or other similar online system that you run on a domain name. You offer goods or services through it.
- 2.3. **Starting the Service:** The point in time from which you will be entitled to use the agreed services. You must first have the concluded Framework Contract and any relevant Addendum. The launch of the service may be subject to our approval; if this is the case, we will try to do everything necessary on our part as quickly as possible. However, the service can also be integrated directly into ThePay and can only be made available under the Framework Contract. In this case, the launch of the service depends on when you use it for the first time.

- 2.4. **ThePay:** ThePay is an all-smart, online, secure system solution that enables payments from customers to Clients and Electronic Money Operations. In ThePay you can see your ThePay Account and have a User Account set up for it. We may distinguish between ThePay for entrepreneurs and ThePay for consumers.
- 2.5. **Request for Early Termination of Service:** The action you take in ThePay to terminate the service. After submitting a request for an early termination of the service, all claims, if any, against you will be calculated and paid off and automatically offset against the Available Balance.
- 2.6. **Request to Start the Service:** An action you take in ThePay to conclude a Framework Contract or an Addendum is mainly because you like us and want to use our services.

3. Rules for the Payment Gateway Rules

- 3.1. You have made a Request to start the Payment Gateway Service. The launch of the service is subject to our approval, which we are entitled to review at any time and, in extreme cases, change. To use the Payment Gateway, you must, of course, have entered into the Framework Contract and, if applicable, the relevant Addendum, if we require one to launch the service.
- 3.2. We ask for your understanding if for any reason we decide that we are unable to provide you with the Payment Gateway service, or that we restrict or completely disable it during your use. This is likely to be the case if we encounter something that contravenes our Terms and Conditions, these Payment Gateway Terms and Conditions, Governing Rules (e.g. bank and card company rules), or our internal rules. We must exercise caution. You agree that we will not disclose to you the reason for rejection, as sometimes we are not allowed to do so.
- 3.3. By implementing the Payment Gateway, the Project will be connected via a secure and encrypted protocol. The implementation enables the relevant applications to communicate with each other and automatically redirect the customer from the Project to the Payment Gateway for the purpose of making a Payment. The domain name is linked to the Project and will be listed in ThePay.
- 3.4. Implementation or any changes we may be required to make in the course of for various reasons must be arranged at your expense. Please note that we have no control over your implementation and cannot be held responsible for any damage that may arise in connection with it. Please do as much testing as possible before going live to avoid potential problems.
- 3.5. We prefer to state it here, even though it probably goes without saying. The Payment Gateway activation data that we make available to you is intended only for the approved Project. They must not be used elsewhere under any circumstances. First, we'll find out quickly, and second, it could mean immediate termination of service.
- 3.6. You must ensure the necessary protection and security of the Project from virus attacks or misuse by third parties by deploying appropriate technology and using appropriate management and control systems (firewall, controlled access, updates to servers and software used, proxy server, anti-virus programs). We are entitled to set security standards, including at any time during the course of the collaboration, and you must ensure that they are achieved at your expense and within the time limit set.
- 3.7. PCI DSS rules are standards for the protection of payment card data. We follow them, but so do you and you must comply with them. We are entitled to ask you at any time to demonstrate the fulfilment of these obligations, e.g. by filling in questionnaires (SAQ, AOC). If we deem it necessary, we will have an ASV (Approved Scanning Vendor) partner inspect the Project.

- 3.8. We trust that you will protect your customers' personal data so that it cannot be misused. You must prevent unwanted data leakage and process personal data in accordance with the Governing Rules. Yes, in this case, we are particularly referring to the GDPR regulations.
- 3.9. We are entitled to request the necessary information about the way the Project works and the provision of services and goods to your customers. In extreme cases, we are entitled to visit the actual site of your business. But that's really an extreme case. In any case, you must cooperate so that we can always resolve everything to an acceptable result.

4. Rules for using the Payment Gateway

- 4.1. When providing goods and services and using the Payment Gateway, you undertake to comply with the Terms and Conditions, Payment Gateway Terms and Conditions and the Governing Rules and agree to take all reasonable steps to prevent customers from breaching these rules. You must not abuse or infringe the rights of third parties' intellectual property, you must not make any attempts to violate the functioning of contractual relations between us and our partners, and you must not allow customers to make unauthorised or risky payments.
- 4.2. You must not engage in any practices, whether marketing, commercial, pricing or that would encourage them to use certain payment methods to the detriment of others. You must not impose any charges to the customer related to the use of payment methods.
- 4.3. You must prominently display a banner on the front page of the Project (ideally in the footer) containing our logo in the format provided and the current logos of the card associations. We have prepared the banner for you and you can easily generate it and insert it into your website code. You are not authorised to interfere in any way with the banner form, structure or code. As the card association logos must be displayed on the Project page and failure to do so may be fined, we have no choice but to enforce this. Therefore, you agree that you will comply with this obligation no later than 30 days after the start of the Payment Gateway. If after this time you do not have the banner prominently displayed on the front page of the Project, we shall be entitled to apply a surcharge for 1% of each subsequent transaction. We are entitled to the surcharge after the entire calendar month in which you have failed to comply with this obligation for at least one day, even for a full calendar month. You agree that the application of the surcharge is without prejudice to the right to compensation for damages that could arise from the imposition of a fine by the card associations.
- 4.4. On the Project you must disclose all information required by the Governing Rules of the Project. This is, e.g. information under Act No. 634/1992 Coll., on consumer protection, information required for the relevant type of business model (e.g. terms and conditions for the sale of goods and services, etc.), information in case of activation of recurring payments, etc. Further information is available on our website but is only a guide. The Governing Rules are always binding, which you must be aware of as a proper and prudent businessman.
- 4.5. If you wish to refund customers, even partially, you must always do so via ThePay. This is mainly so that in case of complaints from customers, we can easily prove that they received their money safely.
- 4.6. If you offer customers the option of so-called recurring payments, you must comply with the Governing Rules and provide them with the required information, which is listed on the website.
- 4.7. You agree not to engage in any of the following prohibited activities in relation to any transaction:
 - a) accept multiple payments for lower amounts than the total amount of sales (orders),

- b) accept payment for a transaction that did not arise based on a contractual relationship with the customer (sale, rent, service, work),
- c) accept any fee and/or make any arrangements to cover a customer's claim
- d) provide a loan or deferred payment to pay for the object of sale or service, unless we have agreed otherwise,
- e) use a payment card to carry out a payment transaction for the purpose of repaying or refinancing a debt, unless we have agreed otherwise,
- f) use your own payment card and/or the customer's payment card to carry out a transaction to obtain funds for your own benefit,
- g) pay out funds in the form of cash,
- h) return funds in the form of cash if the customer withdraws from the purchase contract or the work,
- i) pay out funds in the form of traveller's cheques, if the sole purpose is to enable the payment cardholder to purchase goods or services in cash,
- j) return funds to the payment card holder in cash if the payment was made by payment card. The funds must be returned to the identical account to which the payment card with which the payment was made is registered, through ThePay,
- k) to charge any tax or fee for the sale, if not required by the relevant legal regulation. If tax is applicable, it must be included in the total payment amount and not claimed separately,
- l) provide a loan as consideration for the return of goods or services paid for in cash,
- m) accept a payment card to make a third-party sale,
- n) re-execute a payment that has already been settled, regardless of whether the payment card holder agrees to it,
- o) accept a payment card in the case of payments for legal services or expenses that arise and/or arise in connection with (i) the defence of a criminal offence, with the exception of criminal offences in the field of transport and traffic offences; (ii.) any domestic legal matters where the services or expenses do not apply to the person named on the payment card; (iii.) by any bankruptcy, insolvency, conciliation or similar proceedings, including liquidation and cases of insolvency affecting the creditor of the payment,
- p) take any other steps that are contrary to the Governing Rules.