

Paymaster a.s. —

# General Terms and Conditions

## Contents:

1. General Provisions	3
2. Paymaster Payment Services	4
3. Paymaster Account	4-6
4. Paymaster App	6-7
5. Payment Order and Execution Times	8-9
6. Charges and Fees	9-10
7. Communication with Paymaster	10-11
8. Regulatory Information	11
9. Consumer Protection	11-12
10. Rectification of Unauthorized or Incorrectly Executed Payment	13-16
11. Effective Date and Term of Our Agreement	16
12. Identity Verification	17
13. Security	17-18
14. Limitations on Paymaster Services	18-20
15. General Liability	20
16. Cancellation of Your Paymaster Account	21
17. Amendments to These Terms	21-22
18. Termination	22-23
18. Miscellaneous and Final Provisions	23-24

## 1. General Provisions

**1.1** These **General Terms and Conditions** govern the legal relationship between You as an individual (**fyzická osoba**) or legal entity (**právnícká osoba**) („Paymaster User“, „User“, „You“ or „you“) and the company PAYMASTER a.s., ID No. 05690382, with our registered office at Rybná 682/14, 110 00 Prague 1, the Czech Republic, who is the provider of payment services (**platební služby**) under the business name **Paymaster** („Paymaster“, „We“, „Us“ or „Our“).

**1.2** These **General Terms and Conditions** together with the **Price List** (“**Price List**“) constitute a framework agreement on provision of payment services (**rámcová smlouva o poskytování platebních služeb**) which defines the terms and conditions of (a) the opening of Your Paymaster Account (as defined below) and (b) the use of payment services provided by Us (also “**Paymaster Services**“ or “**Services**“).

The **Price List** forms an integral part of these **General Terms and Conditions** and also governs the legal relationship between You and Us. The **Price List** collectively with these **General Terms and Conditions** hereinafter also as the “**Terms**“.

**1.3** By entering into the **Terms** You confirm:

- A.** that prior to entering into the **Terms**, We have provided You online on Our website <https://paymaster.cz> with these **General Terms and Conditions** and the **Price List**;
- B.** that You have carefully read and fully understood these **General Terms and Conditions** and the **Price List** and completed the online field at Our website <https://paymaster.cz> to confirm the validity of Your personal and other information provided to Us by You and Your agreement with the **Terms**;
- C.** Your agreement according to which **Paymaster** is entitled to provide **Services** to You according to the **Terms**;
- D.** that You have provided Us with the documents, photos, and data that We will reasonably require from You to comply with Our legal obligations.

**1.4** By entering into the **Terms** You agree that You have provided Us with valid information to open **Paymaster Account**. You agree to notify Us immediately if you change your data. You agree and acknowledge that You are responsible for any possible damage or loss that can arise from any invalid, incorrect or improper data.

## 2. Paymaster Payment Services

- 2.1** Paymaster shall provide You with payment services under Czech Act No. 370/2017 Coll., on Payment Services, as amended ("**Payment Services Act**"), pursuant to the Terms only through the created Paymaster Account ([see Article 3 below](#)) in connection with the installed Paymaster App ([see Article 4 below](#)).
- 2.2** Under the Terms We undertake to execute transfers of funds (**peněžní prostředky**) and cryptocurrencies (**kryptoměny**) to and from Your Paymaster Account. For the purposes of the Terms, a cryptocurrency shall be understood as electronically conserved units regardless they have an issuing entity, which do not qualify as funds under the Payment Services Act, but which are accepted as payment for goods and services even by a person/entity different from its issuer.
- 2.3** You are authorized to dispose with the funds or cryptocurrencies on Your Paymaster Account by way of electronic payment orders (**elektronické platební příkazy**) through Your installed Paymaster App.
- 2.4** If You give Us such payment order, We will execute the payment order by securing transfer of the relevant amount of payment transaction (**částka platební transakce**) specified in the payment order to the the payee's provider of payment services (účet poskytovatele platebních služeb příjemce) and We will decrease balance on Your Paymaster Account by the relevant amount of payment transaction including all applicable fees payable to Us under [Article 6](#) (Charges and Fees). You shall ensure that the amount necessary for the execution of the payment order and for payment of the related fees is freely available in Your Paymaster Account, which is to be debited for the respective payment according to the instructions of the payment order. If there are insufficient funds on Your Paymaster Account the Paymaster is entitled to refuse such payment order any time.
- 2.5** The payment transactions will be executed by Us in compliance with the rules and within the execution times set-down in [Article 5](#) (Payment Order and Execution Times).

## 3. Paymaster Account

- 3.1** Under these Terms, We undertake to open and maintain a Paymaster Account for You (the "**Paymaster Account**") under Sec. 2662 of the Czech Act No. 89/2012 Coll., the Civil Code, as amended (the "**Civil Code**").

## Paymaster a.s. ---

- 3.2** Paymaster Account qualifies as a payment account (**platební účet**) under Sec. 2 (1) (b) of the Payment Services Act and You are authorized to use the Paymaster Account to execute payment transactions (**platební transakce**) in compliance with these Terms and the Payment Services Act.
- 3.3** Paymaster Account may be held either:
- A.** in conventional currencies: EUR; or
  - B.** in selected cryptocurrencies: BTC or ETH.
- 3.4** Only You are authorized to dispose with the Paymaster Account. Other person than You may dispose with the Paymaster Account only on the basis of specific power of attorney granted by You and with Your notarized signature.
- 3.5** You are authorized to dispose with the funds and cryptocurrencies on Your Paymaster Account through Our application "Paymaster" installed on Your electronic device ("Paymaster App"). The Paymaster App is available either online on Our website <https://online.saifu.ai/> or it is available for download through the App Store (<https://www.apple.com/cz/ios/app-store/>) or Google Play (<https://play.google.com/store>).
- 3.6** By entering into the Terms You agree that the Paymaster App is developed and supported in English and that it is convenient and understandable for you to Use the Paymaster App in English. If You have any questions, please contact Us and We will provide You with instructions and explanations on using the Paymaster App.
- 3.7** You undertake to transact on Your Paymaster Account with legally obtained funds and You undertake to provide Us with all necessary information about any transactions on Your Account upon Our request. You acknowledge that We will not be supporting, performing, engaging in, aiding, or abetting any unlawful activity through use of Your Paymaster Account. You are obliged not to use Your Paymaster Account for illegal purposes, including money laundering of criminal proceeds, transfers or receipts of payment for planning, preparation or commitment of crime, for financing terrorism and illegal trade. You will not use Your Paymaster Account for any purpose prohibited by these Terms or by law or in any manner that could damage, disable, overburden, or impair Us.

## Paymaster a.s. ---

- 3.8** You confirm that Information provided by You is true, complete and accurate and undertake to immediately notify Us in writing of any change in the information provided by You. You undertake to immediately notify Us in writing of any intentions to perform transactions on behalf of the third persons and/or to hold third persons' funds in Your Paymaster Account. You confirm that You are the owner of the funds held in Your Paymaster Account, as well as You are not performing any transactions on behalf of the third persons and You are not holding third persons' funds in Your Paymaster Account.
- 3.9** The User is aware that He is entitled to perform only own operations in the Paymaster Account (not entitled to use the Paymaster Account for third parties or for the performance of transactions on behalf of third parties).
- 3.10** In the event that Paymaster has been determined that You has violated these present provisions specified in [Clause 3.8](#) and [3.9](#), the Paymaster is entitled to immediately discontinue the provision of services and close the Paymaster Account.

## 4. Paymaster App

- 4.1** Paymaster App is a payment instrument (platební prostředek) under Sec. 2 (1) (d) of the Payment Services Act. As such, You can use the Paymaster App as a personalised device in order to give/initiate payment orders to Us. When using the Paymaster App, You agree to comply with rules and conditions for use set down in these Terms.
- 4.2** It is agreed between You and Us that We have the right to block Your Paymaster App for reasons relating to the security of the Paymaster App, in particular if there is a suspicion of unauthorised or fraudulent use of the Paymaster App. In such case We will inform You in any manner agreed in [Clause 7.1](#) (preferably by electronic mail or via telephone or, if possible, through the Paymaster App) of the blocking of the Paymaster App and the reasons for it, where possible, before the Paymaster App is blocked and at the latest immediately thereafter, unless providing of such information would compromise security reasons or is prohibited by relevant law.
- 4.3** Your access to the Paymaster App may also be limited or restricted if such limitation or restriction will arise from the applicable laws or from orders of public authorities (for example by an injunction in criminal proceeding).
- 4.4** We will unblock the Paymaster App once the reasons for blocking no longer exist.

**4.5** When using the Paymaster App, the Paymaster User shall:

- A.** maintain and protect the electronic device where the Paymaster App is installed and install the latest versions and system updates of the Paymaster App;
- B.** keep confidential their PIN codes, their personal data required to login and operate their Paymaster Account and other data used to access their Paymaster Account and immediately change them if anything of the above is compromised;
- C.** comply with the rules set down in [Article 12](#) (Identity Verification) and [Article 13](#) (Security);
- D.** notify Us or the entity specified by Us without undue delay on becoming aware of the loss, theft, misappropriation or unauthorised use of the Paymaster App.

**4.6** You may make a notification of loss, theft, misappropriation or unauthorised use of the Paymaster App, or request unblocking of the Paymaster App at any time via telephone +420 228 885 813 or e-mail: [support@paymaster.cz](mailto:support@paymaster.cz).

**4.7** As the issuer of the Paymaster App, Paymaster shall:

- A.** make sure that Your personalised security credentials for the Paymaster App are not accessible to parties other than You; this is without prejudice to Your obligations under Clause 4.5;
- B.** on request provide You with the means to prove, for 18 months after notification, that You made notification of loss, theft, misappropriation or unauthorised use of the Paymaster App;
- C.** prevent all use of the Paymaster App once notification of loss, theft, misappropriation or unauthorised use of the Paymaster App has been made.

**4.8** Paymaster User shall be notified of any authorized payments through the Paymaster App or other communications according to the Paymaster User's instructions.

**4.9** Paymaster agrees that all information received by Paymaster from You and Your bank related to the provision of the Services shall be confidential and stored accordance with legal requirements related to the protection of personal data, privacy, and bank secrets.

## 5. Payment Order and Execution Times

- 5.1** The payment transaction is authorized if You give Us Your consent with it. Your consent is given to Us through the Paymaster App by identification codes issued by Us to You.
- 5.2** You shall give your consent to execute payment transaction (payment authorisation) prior to its execution.
- 5.3** You can revoke Your consent with the payment transaction until the payment order has been received (okamžik přijetí platebního příkazu) as defined in [Clauses 5.4.](#) and [5.5. below](#) has occurred.
- 5.4** The time of the payment order receive is when the payment order is received by Us, i.e. in the moment when you enter and confirm (authorize) the payment order (the payment transaction) in the Paymaster App by giving your consent ([Clause 5.1](#)) You cannot revoke the payment order after the time of the payment order receive.
- 5.5** We are not obliged to execute Your payment order if the balance on Your Paymaster Account is insufficient to make the full transaction including all applicable fees payable to Us. In such case, We can decline Your payment order and We will inform You thereof through the Paymaster App.
- 5.6** If You are the payer (plátce) of the payment transaction, the following execution times will apply:
- A.** unless agreed otherwise hereinafter, We will ensure that the amount of the payment transaction will be credited to the payee's payment service provider's account (účet poskytovatele platebních služeb příjemce) by the end of the business day following the time of the payment order receive;
  - B.** in case of a payment transaction in EUR which is executed exclusively in the Czech Republic and which includes currency exchange other than EUR, We will ensure that the amount of the payment transaction will be transferred to the payee's payment service provider by the end of the second business day following the time of the payment order receive;
  - C.** in case of a payment transaction:
    - (i)** in EUR which includes currency exchange between EUR and a currency other than the currency of EU member state in which the currency exchange is executed;

- (ii) in currency of EU member state other than the Czech Republic and other than EUR;

We will ensure that the amount of the payment transaction will be credited to the payee's payment service provider's account by the end of the fourth business day following the time of the payment order receive;

- D. in case of a payment transaction in currency other than an EU member state currency, if the payment services are provided to the payer and to the payee in an EU member state, We will ensure that the amount of the payment transaction will be credited to the payee's payment service provider's account by the end of the fourth business day following the time of the payment order receive;
- E. if the payment services only to the payer or only to the payee are provided in an EU member state, We will ensure that the amount of the payment transaction will be credited to the payee's payment service provider's account by the end of the fourth business day following the time of the payment order receive.

**5.7** If You are the payee (**příjemce**) of the payment transaction, We will ensure that the amount of the payment transaction is credited to Your Paymaster Account immediately after it has been credited to Our account. If there is a currency exchange other than between EU member state currencies involved, We will ensure that the amount of the payment transaction is credited to Your Paymaster Account the business day following the day on which it has been credited to Our account.

**5.8** You acknowledge that any cross-border transactions may be subject to any additional terms such as those related to the user's account number, the minimum payment amount or charges due to any other banks. Paymaster User shall check whether or not a foreign bank is able to and will accept the relevant payment. To enhance payment performance, Paymaster may use the relevant correspondent or intermediate financial institution.

## 6. Charges and Fees

**6.1** Paymaster User shall pay charges and fees for the Services provided by Us pursuant to the Price List which is an integral part of these General Terms and Conditions. The current version of the Price List is available to Paymaster Users online on our website.

**6.2** All applicable fees and charges payable to Us will be deducted from Your Paymaster Account.

## Paymaster a.s. ---

- 6.3** Subject to relevant tax laws, Paymaster may withdraw amounts from your Paymaster Account in accordance with any tax requirements.
- 6.4** Subject to these Terms, you are obliged to make pay all fees and charges due for Your use of Our services /Your Paymaster Account regardless of the suspension or the services blocking.

## 7. Communication with Paymaster

- 7.1** These Terms – the framework agreement on provision of payment services – are entered into in English language. We will communicate with You and provide You with contractual conditions and other information in English, unless agreed otherwise, by the following means:
- A.** via the installed Paymaster App;
  - B.** via electronic mail; You can contact us via e-mail address: [support@paymaster.cz](mailto:support@paymaster.cz);
  - C.** via telephone;
  - D.** in person in our registered office.
- 7.2** You hereby express Your consent to receive all notifications sent by Us in relation to Paymaster Services in electronic form. We shall send all notifications by their posting in the Paymaster App or giving them to your e-mail address, which you specified in the Terms.
- 7.3** You are responsible for accessing Your Paymaster App on a regular basis and for regular control of Your Paymaster App, Our website and Your main e-mail address and opening and viewing notifications, which We will send through these channels. You shall review all messages related to Paymaster transaction history and immediately ask any questions, report any revealed mistakes or unauthorized Paymaster transactions.
- 7.4** We may contact You from time to time to notify of any changes or disclose information related to Your Paymaster Account. You shall be responsible for carrying out regular checks of Your Paymaster Account and keeping all Your contact details stored in Your Paymaster profile up to date. Subject to these Terms, you may contact us via e-mail address: [support@paymaster.cz](mailto:support@paymaster.cz).
- 7.5** We will provide You with information about payment transactions within regular monthly intervals in the Paymaster Account Statements (vyúčtování) via the Paymaster App.

## Paymaster a.s. ---

- 7.6 You are authorized to request from Us that We provide You with the content of these Terms and other information under Sections 134–139 of the Payment Services Act.

## 8. Regulatory Information

- 8.1 Our business name is PAYMASTER a.s. and Our registered address is at Rybná 682/14, 110 00 Prague 1, the Czech Republic.
- 8.2 The main object of Our business activity is provision of payment services under the Payment Services Act. We are authorized to provide payment services under the Payment Services Act on the basis of a license for small-scale payment services provider (**poskytovatel platebních služeb malého rozsahu**) issued by the Czech National Bank (**Česká národní banka**) under File No. 2017/070803/CNB/570.
- 8.3 Our activities in the area of payment services is supervised by the Czech National Bank (**Česká národní banka**), with its address at Na Příkopě 28, 115 03 Prague 1, the Czech Republic, [www.cnb.cz](http://www.cnb.cz).
- 8.4 We are registered in the list of small-scale payment services providers maintained by the Czech National Bank under our ID No. 05690382. The evidence is available through the website of the Czech National Bank <https://www.cnb.cz/cs/dohled-financni-trh/seznamy/>.

## 9. Consumer Protection

- 9.1 If You are entering into these Terms as a consumer (**spotřebitel**), i.e. as an individual (**fyzická osoba**) outside his/her trade, business or profession, please pay special attention also to the following information.
- 9.2 As these Terms are entered into online through Our website: <https://online.saifu.ai/>, i.e. through a means of distance communication, these Terms qualify as a financial services contract under Section 1841 et seq. of the Civil Code.
- 9.3 As a consumer, You are authorized to unilaterally withdraw from these Terms (**odstoupit od smlouvy**) within 14 days after entering into the Terms. You are not obliged to state any reason for such withdrawal and We may not impose You any sanctions in connection with Your withdrawal.

## Paymaster a.s. ---

- 9.4** If You wish to withdraw from these Terms under [Clause 9.3](#), You must send us the notice of withdrawal in writing to the address of Our registered office: Rybná 682/14, 110 00 Prague 1, the Czech Republic. If You exercise Your right to withdraw from these Terms, the time limit for withdrawal is considered to have been observed if You dispatch the notice of withdrawal to Us within the designated time limit.
- 9.5** If You withdraw from these Terms under [Clause 9.3](#), We may require immediate payment of fees and charges payable to Us hereunder for the services We have provided You until Your withdrawal has occurred.
- 9.6** If You do not withdraw from these Terms under [Clause 9.3](#), Your right to withdraw from these Terms will expire after lapse of the 14-day period pursuant to [Clause 9.3](#). After that, You may unilaterally terminate these Terms only pursuant to [Article 17](#) (Amendments to These Terms) or [Article 18](#) (Termination).
- 9.7** Payment services provided by Us may include currency exchange operations in which case You may be exposed to foreign exchange risk which is out of Our control. In particular, You may suffer losses due to an adverse movement in the exchange rate of the denomination currency in relation to the base currency before the date when the payment transaction is completed.
- 9.8** We take the law of the Czech Republic as the basis for the establishment of legal relations with You.
- 9.9** As a licensed small-scale payment services provider, We have implemented a system for handling complaints from the customers. You can file a complaint concerning our payment services directly to Us in writing to our registered office: Rybná 682/14, 110 00 Prague 1, the Czech Republic, or via our e-mail: [support@paymaster.cz](mailto:support@paymaster.cz). We will handle Your complaint in compliance with Our rules for handling complaints published on Our website.
- 9.10** You can also file a complaint against Us to the Czech National Bank as the supervising authority over the payment services sector.
- 9.11** Please note that the deposit guarantee or investor compensation schemes under Czech Act No. 21/1992 Coll., on Banks, as amended, Czech Act No. 87/1995 Coll., on Deposit and Credit Cooperatives, as amended, and Czech Act No. 256/2004 Coll., on Conducting Business on Capital Markets, as amended, are not applicable to Your deposits on Your Paymaster Account.
- 9.12** The information provided in these Terms are valid until an updated wording of these Terms has been adopted by Us and published on Our website.

## 10. Rectification of Unauthorized or Incorrectly Executed Payment Transactions

### RECTIFICATION OF UNAUTHORIZED PAYMENT TRANSACTIONS

**10.1** In the case of an unauthorized payment transaction (see [Clause 5.1](#) above for definition of authorization of payment transaction), We will refund You the amount of the unauthorized payment transaction immediately, and in any event no later than by the end of the business day following Us noting or Us being notified of the unauthorized payment transaction, except where We have reasonable grounds for suspecting fraud and communicate those grounds to the the relevant authorities in writing.

**10.2** [Clause 10.1](#) shall not apply and We will not rectify the unauthorized payment transaction for You if You are obliged to bear the losses from the unauthorized payment transactions under [Clauses 10.3](#), [10.4](#) and [10.5](#) below.

**10.3** You are obliged to bear the losses relating to unauthorized payment transactions:

- A.** up to a maximum of EUR 50 (or an equivalent of this amount in other currencies) if You are a consumer (*spotřebitel*) or in full if You are not a consumer, if the losses resulted from the use of a lost or stolen Paymaster App or from the misappropriation of the Paymaster App;
- B.** in full, regardless of whether You are a consumer, if the losses were incurred by You acting fraudulently or failing to fulfil one or more of the obligations set out in [Article 4 \(Paymaster App\)](#) with intent or gross negligence.

**10.4** If You are a consumer, [Clause 10.3](#) (A) shall not apply (and You shall not be obliged to bear the losses relating to unauthorized payment transactions thereunder) if You have not acted fraudulently and:

- A.** the loss, theft or misappropriation of the Paymaster App was not detectable to You prior to a payment; or
- B.** the loss, theft or misappropriation of the Paymaster App has been caused by Us.

**10.5** If You are a consumer, [Section 10.3](#) (and You shall not be obliged to bear the losses relating to unauthorized payment transactions thereunder) shall not apply if You have not acted fraudulently and:

## Paymaster a.s. ---

- A. the losses were incurred after You have notified Us in accordance with [Clause 4.5](#) above; or
- B. We have not provided You with appropriate means for the notification at a time of a lost, stolen or misappropriated Paymaster App, theft or misappropriation of the Paymaster App; or
- C. We have not required strong customer authentication where it is required by the applicable laws.

### RECTIFICATION OF INCORRECTLY EXECUTED PAYMENT TRANSACTIONS

**10.6** We shall be liable to You as a payer (**plátce**) for correct execution of the payment transaction, unless We can prove to You and, where relevant, to the payee's (**příjemce**) payment service provider that the payee's payment service provider received the amount of the payment transaction. In that case the payee's payment service provider shall be liable to the payee for the correct execution of the payment transaction.

**10.7** If We are liable to You as a payer under [Clause 10.6](#) and You inform Us that You do not insist on execution of the payment transaction, We shall without delay restore Your debited Paymaster Account to the state in which it would have been had the defective payment transaction not taken place.

**10.8** If We are liable to You as a payer under [Clause 10.6](#) and You do not inform Us that You do not insist on execution of the payment transaction, We shall without any delay make sure that the amount of the payment transaction is credited to the payee's payment service provider account and restore Your Paymaster Account to the state in which it would have been had the defective payment transaction taken place correctly.

**10.9** If We are liable to You as a payee (**příjemce**) for correct execution of the payment transaction, We shall without delay restore Your Paymaster Account to the state in which it would have been had the defective payment transaction taken place correctly.

**10.10** If the payment transaction initiated on the basis of Your payment order has been executed incorrectly, We will, on Your request, exert reasonable effort to search for the payment transaction, and We will inform You about the result.

**10.11** The above rules for rectification of incorrectly executed payment transaction under [Sections 10.6](#) to [10.10](#) apply to You only if You are a consumer (**spotřebitel**). If You are not a consumer, We are not liable to You for correct execution of payment transactions.

### COMMON PROVISIONS RELATING TO UNAUTHORIZED AND INCORRECTLY EXECUTED PAYMENT TRANSACTIONS

- 10.12** If You are a consumer and You claim that You have not authorized already executed payment transaction or that the payment transaction has been executed incorrectly, We will give evidence that this payment transaction has been authenticated (**ověřena**), correctly recorded (**správně zaznamenána**), accounted for (**zaúčtována**) and that it has not been affected by technical defect or other malfunction; otherwise it is presumed (platí) that the payment transaction is unauthorized or incorrectly executed.
- 10.13** Your right arising from unauthorized or incorrectly executed payment transaction does not exclude Your right to claim damages or unjust enrichment. However, what can be obtained from Us by asserting a right arising from an unauthorized or incorrectly executed payment transaction, cannot be claimed on any other legal grounds.
- 10.14** As a payer (**plátce**) You may assert Your right to rectification of an unauthorized or incorrectly executed payment transaction before a court or another competent authority if You notify Us of the unauthorized or incorrectly executed payment transaction without undue delay after becoming aware of it, **but no later than 13 months** (if You are a consumer) or no later than 1 month (if You are not a consumer) after the date on which the payment transaction amount was debited from Your Paymaster Account.
- 10.15** As a payee (**příjemce**) You may assert Your right to rectification of an incorrectly executed payment transaction before a court or another competent authority if You notify Us of the incorrectly executed payment transaction without undue delay after becoming aware of it, **but no later than 13 months** (if You are a consumer) or **no later than 1 month** (if You are not a consumer) after the date on which the payment transaction amount was credited to Your Paymaster Account.
- 10.16** If We breach our duties under Sections 142, 143, 146 or 147 of the Payment Services Act, the deadlines for notification of an unauthorized or incorrectly executed payment transaction are suspended until We have fulfilled these duties, even subsequently.
- 10.17** If You fail to notify Us of an unauthorized or incorrectly executed payment transaction in time and if We invoke late notification, a court or another competent authority shall not grant You the right to rectification of an unauthorized or incorrectly executed payment transaction.

- 10.18** If a circumstance which is unusual, unforeseeable, independent of Our will and whose consequences could not have been avoided by Us, has prevented the fulfilment of Our duty relating to execution times for payment transactions or to rectification of unauthorized and incorrectly executed payment transactions, We are not liable for the failure to fulfil this duty.
- 10.19** Given the nature of the payment services provided by Us, Section 176 of the Payment Services Act on return of amount of authorized payment transaction does not apply.

## 11. Effective Date and Term of Our Agreement

- 11.1** The contractual relations between the Paymaster User and Paymaster under these Terms shall become effective when We have verified the required evidence documents from You and We confirm to You that We agree with entering into these Terms with You.
- 11.2** The agreement between You and Us under these Terms is for an indefinite term (*na dobu neurčitou*).
- 11.3** Paymaster shall perform the Paymaster User due diligence as required by applicable law and/or internal procedures established by Paymaster. Paymaster is entitled to request information (including but not limited to documents) from the Paymaster User in order to perform the Paymaster User due diligence under the applicable law and/or internal procedures established by Paymaster and the Paymaster User undertakes to provide the requested information in the form and within the time period indicated by Paymaster.
- 11.4** If the Paymaster User does not fulfil obligations provided for in the previous [Clause 11.3](#) and/or result of the Paymaster User due diligence performed is not satisfactory to Paymaster and/or does not comply with applicable law, Paymaster may refuse to establish business relationship and refuse to enter into these Terms with the Paymaster User.

## 12. Identity Verification

- 12.1** You hereby consent to collaborate with Us in all events when We or any third service provider is obligated under relevant laws to check or verify your identity or the identity of any other users of the Paymaster App and validate your financial sources or Paymaster transactions. Such requests/applications may include a request to disclose more detailed information to Paymaster for adequate identification of you or any other Paymaster App users, including the verification of your information in the third party's databases or any other sources. To enable you to use all available functions, Paymaster may request that Paymaster Users or Paymaster App users provide any additional information.
- 12.2** We reserve the right to block, suspend or limit your access to Your Paymaster Account and/or other Paymaster services if We fail to obtain or verify such additional information.
- 12.3** Provided compliance with confidentiality obligations, We may verify both information disclosed by You and information related to You and Paymaster App users obtained from Our search or provided by the third parties from any non-public databases. By consenting to these Terms, you agree that We or any authorized third party may carry out such verification.
- 12.4** We shall ensure that all data in your Paymaster Account are always exact and valid. If We suspect that your data are outdated or incomplete, We are entitled to contact You and request that You pass verification one more time. In this event, We may suspend or restrict Your access to Paymaster Account and Your Paymaster transaction limit shall be restricted for the period of your identity check. We shall not be liable for any losses caused by Your failure to promptly update Your data.

## 13. Security

- 13.1** As a Paymaster User, You shall make your best efforts to:
- A.** maintain the security of your **login/username** and **password** to the Paymaster App; and
  - B.** prevent unauthorized access to Your Paymaster App.

- 13.2** EVERY PAYMASTER USER SHALL:

## Paymaster a.s. ---

- A. Logout from Paymaster App every time they leave the device they use for Paymaster App;
- B. keep safe and protected with a password any device with installed Paymaster App used to access Paymaster App;
- C. not record or disclose their **login/username** or **password**;
- D. change their password regularly;
- E. if you receive any SMS text or e-mail or questionnaire from any poll or any other link that requires you to disclose your password, you shall keep it secret and immediately contact our support office through Paymaster App;
- F. ensure that a device used for our communication is protected and kept so as to allow access only to the Paymaster User because email and mobile phone may be used for password reset; or
- G. do not disclose data related to the security of Paymaster App; if there are any suspicions that a password is lost or stolen or became known to an unauthorized person, You shall advise the Paymaster support service thereof immediately.
- H. always ensure that login data are securely stored in a browser and not available for replicating in any other way;
- I. not use such function that can enable the recording of the username/password on such devices that the User uses to access Paymaster App.

**13.3** If You become aware of any abuse, theft or unauthorized use of a username, password, PIN or any other actions, which seem suspicious to You, You must contact the support services through Paymaster App. If You suspect any offense, We recommend that You simultaneously report it to criminal authorities.

## 14. Limitations on Paymaster Services

### 14.1 IT IS PROHIBITED TO:

- A. use Paymaster services for any illegal purpose, including but not limited to, the following: fraud and money laundering, illegal transactions in sexual materials or services, forged goods, gambling, sale and purchase or facilitating sale and purchase of any illegal goods and services, the financing of terrorist organizations, illegal sale or purchase of tobacco, weapons, prescription medicines, and any other controlled or prohibited substances. Paymaster shall report any suspicious activities and cooperate with all relevant law enforcement and regulatory bodies.

## Paymaster a.s. ---

- B.** use Paymaster services for abuse, operation, and bypass any restrictions imposed by a business in relation to their services or to obtain any goods or services without payment of due amounts in full or in part.
- C.** violate these Terms and any other regulations or rules agreed upon with Paymaster.
- D.** use Paymaster services to violate laws, regulations, orders, and judgments.
- E.** infringe copyright, patents, trademarks, trade secrets or any other intellectual property rights, publicity right or privacy rights of Paymaster or any third persons.
- F.** act by using Paymaster services in any discrediting, libellous, intimidating, or molesting manner.
- G.** disclose misleading, incorrect or fake information.
- H.** order Us to transfer or accept on Your behalf money that we reasonably believe to be obtained in an allegedly illegal way.
- I.** refuse to cooperate with any investigation or refuse to provide identification documents or information that You failed to disclose.
- J.** manage a Paymaster Account that is allegedly involved in the above-mentioned activities.
- K.** perform any actions that can unreasonably or excessively overburden our infrastructure; facilitate any viruses, trojan horse, worms or other software that can damage, have unfavourable effects on, secretly listen to or steal any information system, data or information; run anonymized proxy servers; use any robots, spiders or other automated or manual devices to track or copy our websites without our prior written consent; interfere or attempt to interfere with Paymaster services.
- L.** perform any actions with can cause any loss of service of our online service providers, payment processors or any other vendors.
- M.** annoy Our employees, trade representatives or any other Paymaster users.
- N.** refuse to cooperate with any investigation or refuse to provide identification documents or information that you failed to disclose.
- O.** use Paymaster services in any way that we believe violates some of the relevant electronic payment rules, payment system or network rules or the relevant regulations.
- P.** refuse or fail to disclose any detailed information related to You or Your business, which We may reasonably request.
- Q.** disclose Your personal password to any person or use a personal password of any other person.

## Paymaster a.s. ---

**14.2** If Paymaster at its own discretion believes that You could breach this article, We may make efforts to protect ourselves, other Paymaster users and any third parties. Such efforts may include, but not be limited to the following:

- A.** contact other Paymaster users who made transactions with You or Your bank and/ or warn other Paymaster users, law enforcement or third parties that can be affected by Your activities.
- B.** update incorrect information provided by You.
- C.** take the relevant legal steps.
- D.** terminate our contractual relations or Your access to the website.
- E.** cancel the Paymaster transaction in full or in part.

**14.3** If possible, Paymaster shall disclose information related to the relevant efforts unless We are prohibited from doing this under the relevant legal regulations, which prohibit the disclosure of confidential information of the third party or interference with the investigation.

## 15. General Liability

**15.1** As a Paymaster User hereunder You shall be liable for Your actions and omissions. You shall be also liable for all obligations, liabilities or any other responsibilities related to Paymaster, Paymaster users or the third party due to the breach of these Terms by the reason of using Your Paymaster services and Your Paymaster Account. We agree that You shall indemnify Paymaster, Paymaster users or the third party for all liabilities as provided by law.

**15.2** You shall be responsible for Your understanding and compliance with all laws, rules, and regulations within Your specific jurisdictions, which are related to Your use of Paymaster services.

**15.3** To the extent that applicable law permits, Paymaster shall not be liable and You agree that You will not hold it liable for any damages or losses (including but not limited to, the loss of money, goodwill or reputation, profits, and any other intangible losses and any exceptional, indirect or consequential damages) directly or indirectly resulting from:

- A.** activities of Paymaster App users based on your orders according to these Terms and any limitations imposed by Paymaster App,
- B.** actions or omissions of the third parties,
- C.** suspensions or any other steps made in relation to your Paymaster Account,
- D.** illegal steps and operations of the third parties made by the use of fake and/ or illegal documents or data obtained illegally.

## 16. Cancellation of Your Paymaster Account

**16.1** Your Paymaster Account shall be cancelled after the termination of these Terms according to [Article 17](#) (Amendments to These Terms) and [Article 18](#) (Termination).

## 17. Amendments to These Terms

**17.1** We may propose to You at any time an amendment to these General Terms and Conditions and the Price List, no later than:

- A.** 2 months before the effective date of the amendment to the Terms specified in the proposal, if You are a consumer, or
- B.** no later than 15 days before the effective date of the amendment to the Terms specified in the proposal, if You are not a consumer.

**17.2** It is agreed between You and Us that it shall be deemed that You have accepted Our proposal for an amendment to these Terms:

- A.** if We have proposed the amendment to these Terms no later than 2 months before the proposed effective date of the amendment, if You are a consumer, or no later than 15 days before the proposed effective date of the amendment, if You are not a consumer;
- B.** if You have not rejected the proposal for an amendment to these Terms before the effective date of the amendment;
- C.** in case You are a consumer, if We have informed You of this consequence in the proposal for an amendment to these Terms; and
- D.** in case You are a consumer, if We have informed You in the proposal for an amendment to these Terms of Your right to terminate these Terms in accordance with [Clause 17.3](#).

**17.3** If You are a consumer and if You reject Our proposal for an amendment to these Terms in the case referred to in Clause 17.2, You may terminate these Terms free of charge and with immediate effect prior to the proposed effective date of the amendment.

**17.4** If any amendments of these Terms are required by law or related to a new service or option added to the existing services or a reduction in the service price or any other change that does not limit your rights or increase your liability, such amendments may be made without prior notification with an immediate effect.

## 18. Termination

**18.1** It is agreed that We may terminate (**vypovědět**) these Terms at Our own discretion at any time; in such case these Terms shall terminate upon expiry of a two-month notice period if You are a consumer or of a one-month period if You are not a consumer.

**18.2** You may terminate (**vypovědět**) these Terms at Your own discretion at any time; in such case these Terms shall terminate upon expiry of a one-month notice period if You are a consumer or of a two-month period if You are not a consumer. If You terminate these Terms earlier than after 6 months entering into these Terms, We may charge You a fee corresponding to Our costs incurred in connection with Your termination.

**18.3** No termination of these Terms shall affect any of Your rights or obligations that arose before the date of termination and shall survive such termination due to their features.

**18.4** We or You may withdraw (**odstoupit**) from these Terms in cases stipulated by the law, i.e. in particular if other party fundamentally breaches these Terms or of the other party fundamentally breaches its contractual duty by its default. Upon withdrawal, these Terms are terminated from the moment the notice of withdrawal has been delivered to the other party (**ex nunc**).

**18.5** If you are in breach of these Terms (including the breach of your obligation to repay all outstanding debts), we may terminate these Terms in accordance with the above provisions and/or:

- A.** suspend your use of the Paymaster Services (in full or in part),
- B.** report any Paymaster transaction or any other relevant information about You and Your use of Paymaster services to the relevant regulatory or law enforcement authority and/or ministry; and/or
- C.** claim damages from You.

**18.6** If any fee or charge for the provision of payment services under these Terms is determined as a fixed amount for a given period, in case You are not a consumer We shall be entitled to such fee or charge in full for this period until the termination of these Terms.

## 19. Miscellaneous and Final Provisions

**19.1** Paymaster User is made aware that Paymaster may record and store all telephone conversations between the User and Paymaster to verify the instructions and actions performed, protect its own legal rights, and improve the services and training of its employees. Personal data shall be processed according to the Privacy Rules published on Our website.

**19.2** These Terms are governed by the laws of the Czech Republic and all disputes of any nature arising out of or related to Our services under these Terms shall be settled by Czech courts and be subject to their exclusive jurisdiction.

**19.3** If You are a Consumer, You can turn to the financial arbiter (*finanční arbitr*) (<https://www.finarbitr.cz/en/>) under the conditions set by a special legal regulation to resolve the dispute arising out of or related to Our services under these Terms. This shall be without prejudice to Your right to bring the dispute before the respective court in the Czech Republic.

**19.4** If We fail to exercise any right following from these Terms or the relevant regulations, this shall not mean Our waiver thereof.

**19.5** If any provision of these Terms is held invalid or ineffective, the invalidity or ineffectiveness thereof shall not impair the validity of other provisions of these Terms and all remaining provisions, which such invalidity or ineffectiveness does not relate to, shall remain valid and effective to full extent.

**19.6** Unless the context requires otherwise, all words in the singular shall include the plural and vice versa.

**19.7** Unless the context requires otherwise, one gender shall include all other genders.

**19.8** These Terms shall be binding on and injure to and for the benefit of the parties to this agreement and their possible successors, heirs, and permitted assignees and any reference to either party hereto shall include such personal representatives, successors, and permitted assignees of such party.

**19.9** Any reference to a provision of law or regulation shall refer to their latest version, advanced version or newly adopted version.

## Paymaster a.s.

- 19.10** Any reference to a written form shall include also e-mail and special features of the Paymaster App.
- 19.11** Any obligation of either party hereto to avoid doing something shall include its obligation to prevent doing something.
- 19.12** Any reference to a Czech legal term for review, correction, proceedings methods, regulation, legal status, court, official or legal concept or case related to any other jurisdiction than that of the Czech Republic shall include a reference to such term that is most close in meaning to a Czech legal term in such jurisdiction.
- 19.13** Any reference to these Terms or any other agreement or document referred by these Terms shall be a reference to these Terms or any other agreement or document as may be amended and restated from time to time (in any case, there is no breach of these Terms).
- 19.14** Any words used after the expressions "including", "in particular" or any similar words shall be interpreted to be illustrative without limiting the meaning of words, descriptions, definitions, phrases or terms preceding such terms.
- 19.15** Any attachments hereto shall be an integral part of these Terms where You and Paymaster express your consent with the use of specific services as they are defined in such attachments.
- 19.16** These Terms shall enter into effect on **22.12.2019.** and supersede the previous General Terms and Conditions.