

DIGITAL WALLET TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1. OrangeTrust s.r.o., a trading company with registered office in Praha - Nusle, Štětkova 1001/5, PSČ 140 00, Czech Republic, company identification number: 05422248., hereinafter “The Provider”. The Provider is an Electronic Money Institution that issues Electronic Money within the meaning of S. 4 of the Act No 370/2017 Sb. that operates the OrangePay Digital Wallet.
- 1.2. The Contract means a contract between the Client and the Provider on the Issue of Electronic Money and use thereof OrangePay Digital Wallet.
- 1.3. Digital Wallet Terms and Conditions mean these terms that govern the establishment and termination of the Contract on the Issue and Use of Electronic Money between the Provider and the Client as a holder of Electronic Money as well as obligations of both parties. Digital Wallet Terms and Conditions are issued by the Provider.
- 1.4. The Payment System Act means Czech Act No. 284/2009 Coll., which makes provision with respect to the payment system, as amended, which is in effect in the Czech Republic.
- 1.5. A Client means an individual or a legal entity that uses Electronic Money issued by the Provider and recorded in the OrangePay Payment System upon the Contract. A Client is a holder of Electronic Money within the meaning of S. 1(d) of the Payment System Act.
- 1.6. Within the meaning of S. 4(1) of the Payment System Act, Electronic Money means a monetary value that:
 - 1.6.1. Represents a claim on the Provider;
 - 1.6.2. Is stored in electronic form;
 - 1.6.3. Is issued upon receipt of funds for the purpose of making payment transactions; and
 - 1.6.4. Is accepted by other persons than its issuer (i.e. the Provider).
- 1.7. Issue of Electronic Money means an exchange of money, which is transferred for a Client and received by the Provider, for Electronic Money in an amount corresponding to the nominal value of the transferred money. Following its issue, Electronic Money is credited to the Client’s OrangePay Digital Wallet.
- 1.8. An Electronic Money Payment means the use of Electronic Money by individual Clients for mutual cashless payments among one another by debiting the respective amount of Electronic Money from a payer’s OrangePay Digital Wallet and the crediting thereof to a recipient’s OrangePay Digital Wallet.
- 1.9. Redemption of Electronic Money means an exchange of Electronic Money for banknotes, coins or cashless money in an amount corresponding to the nominal value of the exchanged Electronic Money that is made by the Provider upon a Client’s request.
- 1.10. The OrangePay Payment System means a set of the Providers’s software and systemic solutions that enables payments via the Internet or other electronic devices, in particular:
 - 1.10.1. Electronic Money Payments;
 - 1.10.2. Issue of Electronic Money; and
 - 1.10.3. Redemption of Electronic Money.
- 1.11. OrangePay Digital Wallet means an Digital Wallet allocated to a Client in the OrangePay Payment System where the Client’s Electronic Money is recorded and held. Pursuant to the Payment System Act a OrangePay Digital Wallet is a means of payment.
- 1.12. Security Regulations means a set of legal regulations of the Czech Republic, European Union, international treaties, rules of card associations and other banking and non-banking entities that are related to the Provider’s activity and/or that govern the Issue and Use of Electronic Money. Among other

things, the Security Regulations define a list of goods, services or activities whose trading is prohibited or subject to special provisions or regulations (referred to as high-risk commodities). The Client is obliged to abide by the Security Regulations.

- 1.13. The AML Policy governs how the Provider prevent the legalization of proceeds from criminal activity and financing of terrorism. The AML Policy is based on Act No. 368/2016 Coll., which makes provision with respect to certain measures against the legalization of proceeds from criminal activity and financing of terrorism, as amended.
- 1.14. The Privacy Policy governs the way the Provider handles personal data and ensure its protection. The Provider abides by Czech Act No. 101/2000 Coll., which makes provision with respect to personal data protection, as amended.

2. ABOUT THE PROVIDER

- 2.1. The Provider holds a permit granted by the Czech National Bank to carry out the activity of an electronic money institution within the meaning of pertinent provisions of Czech Act No. 284/2009 Coll., which makes provision with respect to the payment system, and the Provider is authorized to issue Electronic Money and provide payment services related to Electronic Money. The Provider is a subject to supervision by the Czech National Bank.
- 2.2. The Provider operates the OrangePay Payment System.

3. SCOPE OF THE DIGITAL WALLET TERMS AND CONDITIONS

- 3.1. The Digital Wallet Terms and Conditions lay down rules for opening, using and closing an OrangePay Digital Wallet.
- 3.2. The Clients acknowledges and accepts that the Issue of Electronic Money and making of payment transactions follow not only legal regulations of the Czech Republic and the European Union but also international treaties related to Electronic Money, rules of card associations and other entities. The above legal regulations are developed on an ongoing basis independently of the will of the Provider and among other things they define the rules for the Issue of Electronic Money and its disposal (hereinafter referred to as the “Security Regulations”). The Digital Wallet Terms and Conditions shall therefore be interpreted and understood in accordance with the above legal regulations to which the Digital Wallet Terms and Conditions are subordinated.

4. OPENING ORANGEPAY DIGITAL WALLET

- 4.1. A Contract between the Client and the Provider is concluded at the moment when the Client enters the requested data in the Registration Form and accept the Digital Wallet Terms and Conditions. At this moment the Client asks the Provider to immediately commence the performance of the Contract and the Client’s OrangePay Digital Wallet shall be opened.
- 4.2. A Contract between the Client and the Provider is always concluded upon the Client’s request and for an indefinite period of time.
- 4.3. The contractual relationship between the Client and the Provider is governed by the Digital Wallet Terms and Conditions but also by the List of Fees. By accepting the Digital Wallet Terms and Conditions the Client also accepts the List of Fees.
- 4.4. Please note that when the Client opens it’s OrangePay Digital Wallet the Provider may require identification data from the Client in the scope that corresponds to the selected level of the Client’s

OrangePay Digital Wallet verification. Before the required identification data is verified, certain functions of the Client's OrangePay Digital Wallet may be limited.

5. USING ORANGEPAY'S DIGITAL WALLET

- 5.1. The OrangePay Payment System offers different OrangePay Digital Wallet levels that usually differ depending on the level of identification the Client has performed. Depending on this level, limits are set in particular for a maximum permissible amount of Electronic Money sent from an OrangePay Digital Wallet during one calendar year and a maximum permissible amount of Redemption of Electronic Money during one calendar year. Should the set limits be exceeded, the Provider may ask for the Client's identification or submission of further identification data or documents. Before the Client perform its identification in accordance with the Provider's request, the Provider is entitled to proceed pursuant to the Digital Wallet Terms and Conditions.
- 5.2. If the Client's identification is not performed pursuant to the Security Regulations, the Client may open only one OrangePay Digital Wallet. If the Digital Wallet Terms and Conditions speak about a OrangePay Digital Wallet in the singular and the Client has opened several OrangePay Digital Wallets in accordance with the Digital Wallet Terms and Conditions, a OrangePay Digital Wallet always means all of the Client's OrangePay Digital Wallets.
- 5.3. An OrangePay Digital Wallet may be kept simultaneously in multiple currencies depending on in what currency Electronic Money has been credited to the OrangePay Digital Wallet. Please note that Electronic Money can be credited to an OrangePay Digital Wallet only in certain currencies that the Provider accepts.
- 5.4. The Client may increase its OrangePay Digital Wallet balance usually by transferring money or by having money transferred to one of our bank Digital Wallets in order to have it exchanged for Electronic Money.
- 5.5. Money that has been entrusted to be transferred in order to increase the Client's OrangePay Digital Wallet balance and that is to be received by the Provider, passes to the Provider's disposal at the moment when it is entrusted and at this moment it is deemed to be received by the Provider unless the money has been received already by entering a payment order to transfer money pursuant to the law.
- 5.6. The Client may use the Electronic Money on its OrangePay Digital Wallet for payments to be credited to OrangePay Digital Wallets of other Clients and the Client may also make Redemption of Electronic Money recorded as disposable on its OrangePay Digital Wallet at any time.
- 5.7. Please note that the effecting of an order to make Redemption of Electronic Money may take up to 5 working days from the day the respective order was entered.
- 5.8. The Client has the disposable Electronic Money balance on its OrangePay Digital Wallet at its disposal at any time.
- 5.9. No interest is paid on the Electronic Money balance on the Client's OrangePay Digital Wallet.
- 5.10. Please note that with regard to the regulation of interbank fees the Provider is authorized to delay the settlement of those transactions where the Provider is unable to provide information about a detailed itemization of transaction fees because the Provider lacks the necessary information from the providers of payment services and other third parties up until the time when the Provider obtains the above information.
- 5.11. The Provider credits transferred money to the Client's OrangePay Digital Wallet immediately; however, the Provider reserves the right to make it disposable to the Client at the moment when the Provider actually receives the money from payment method providers. However, the Provider may debit the money credited to the Client's OrangePay Digital Wallet again if the Provider fails to receive the transferred money in a standard period. Should this happen, the Provider shall reduce the Client's OrangePay Digital Wallet balance by the amount of money the Provider has failed to receive. Should the

Client's OrangePay Digital Wallet balance not suffice for this purpose, the Provider reserve the right to ask the Client to pay the money in the corresponding amount.

- 5.12. If Electronic Money is transferred to the Client's OrangePay Digital Wallet that has been closed, the Client's OrangePay Digital Wallet shall be renewed and the transferred Electronic Money shall be credited to it. In this case the Provider reserves the right to ask the Client to perform a repeated activation of its OrangePay Digital Wallet together with the Client's identification or submission of further identification data or documents.

6. LEGAL PROVISIONS

The Provider and the Client agrees to execute terms for the execution of payment transactions and according to the Law No. 284/2009 Coll. (the Law)

- 6.1. The Provider shall execute the payment transaction within the terms which were agreed with the Client, pursuant to the provisions of the present Section, unless a possible extension of the term is specified otherwise in other legal regulations.
- 6.1.1. Should the moment when the financial funds are received from the user or the moment when the amount of payment transaction is credited to the payee's Digital Wallet is the date which is outside business hours of the provider, then the date on which is the payment received or credited shall be understood as the day when the next business hours of the provider start.
- 6.2. The payer's provider shall ensure the payment transaction is credited to the Digital Wallet with the payee's provider at the latest up to the end of the following working day which follows the moment when the payment order was received.
- 6.3. The payer and the payer's provider may agree the term which is by 1 working day longer, if this is not the case of payment transaction to be executed in
- 6.3.1. EUR currency, to which has been filed paper payment order, and which does not include a conversion of currencies;
- 6.3.2. EUR currency, to which has been filed paper payment order, and which includes a conversion between the EUR currency and the currency of a member state in the territory of which is the conversion then executed, or
- 6.3.3. CZK currency, which is executed exclusively in the territory of the Czech Republic and includes other conversion of currencies than the conversion between the Czech currency and EUR currency.
- 6.4. The payer and the payer's provider may agree the term which is by 3 working days longer the, if this is not the case of payment transaction to be executed in
- 6.4.1. EUR currency, and which includes a conversion of currencies between the EUR currency and other currency than the currency of any member state currency in territory of which is the conversion of currencies then executed,
- 6.4.2. CZK currency which is not executed exclusively in the territory of Czech Republic, or
- 6.4.3. currency of other member state with the exception of EUR currency
- 6.5. Term for the execution of payment transaction by the provider of the payee. The payee's provider:
- 6.5.1. has credited the amount of a payment transaction to the payment Digital Wallet of the payee, or
- 6.5.2. if the payee's Provider does not operate the payee's payment Digital Wallet, then the payee's provider shall provide the payee with the amount of payment transaction immediately after the moment when it was credited to the Digital Wallet of payee's provider, or if this is the case of payment transaction in the currency of other than member state, up to the end of the working day which follows the day on which the amount was credited to the Digital Wallet of the payee's provider.

- 6.6.** The term for execution of payment transaction within one provider, in Czech currency. If the payment transaction is made within the same Provider in the territory of the Czech Republic in Czech currency. In this case the amount of payment transaction shall be credited to the payment Digital Wallet of the payee, or if the Provider does not operate the Client's Digital Wallet, then the Client shall be provided with the amount at the latest up to end of the day on which has emerged the moment when the payment order was received and accepted. If such a payment transaction includes a conversion of currencies, the Client and the Provider may agree to prolong the term by 1 working day.
- 6.7.** The term for the execution of payment transaction based on cash deposit to the payment Digital Wallet:
- 6.7.1. If a consumer or small-scale trader deposits the cash to the payment Digital Wallet in a member state currency, in which is the payment Digital Wallet being kept, then the provider shall credit the amount of payment transaction to the payment Digital Wallet of the payee immediately when the cash was received. At the same time emerges the value date.
- 6.7.2. If a consumer or small-scale trader deposits the cash to the payment Digital Wallet in currency of other than any member state in which is the payment Digital Wallet being kept, or if a user who is neither a consumer nor a small-scale trader deposits to the payment Digital Wallet the cash in the currency that is not the currency of respective payment Digital Wallet, then the provider shall credit the amount of payment transaction to the payment Digital Wallet at the latest by the end of the day which follows the day when the cash was received. At the latest by the expiry of this term there emerges the value date.
- 6.8.** The term for the transmission of payment order in the event when the payment transaction which has been ordered by the payee or payer via the payee
- 6.8.1. In the event of transaction which has been ordered by the payee or payer via the payee, the payee's provider shall transmit the payment order to the payer's provider within the period of time that was agreed by the payer and its provider.
- 6.8.2. In the event of direct debit the payee's provider shall transmit shall transmit the payment order to the payer's provider within the period of time that was agreed in order to ensure that the moment of payment order receipt agreed by the payer and the payee could be adhered to.
- 6.9.** Payment order receipt:
- 6.9.1. As the moment of payment order receipt shall be understood such moment when the payer's provider receives the payment order directly from the payer or at the instance of the payee.
- 6.9.2. If the user, who is entering the payment order to execute the payment transaction, and its provider, have agreed the execution of payment transaction shall start at a given point in time, at the moment when certain conditions are met, or at the end of a certain period (hereinafter referred to as „deferred due date of payment order“), then such a moment shall be considered as the moment specified in that way.
- 6.9.3. If the moment of payment order receipt is the time which is outside the business hours of the provider, then the date on which is the payment received shall be understood as the beginning of the next business hours of the payer's provider.
- 6.9.4. Payment orders received by the provider after the moment very close to the end of business hours, which has been agreed with the user, are considered received at the beginning of the next business hours.

7. SECURITY MEASURES

- 7.1.** The Provider reserves the right to ask the Client to identify itself at any time and even without giving any reason or ask the Client to submit further identification data or documents in accordance with the Security Regulations. The Client shall oblige this request without delay. Please note that the Client is obliged to provide its identification data to the Provider if the Client requests reimbursement from the

Deposit Guarantee Fund in relation to its OrangePay Digital Wallet to the extent laid down by legislation. If the Client fails to fulfil this obligation, reimbursement from the Deposit Guarantee Fund may not be requested. Besides, the Client is obliged to provide its identification data to the Provider if the Client intends to use its OrangePay Digital Wallet for participation in gambling to the extent and in the manner stipulated by gambling regulations. If the Client fails to fulfil this obligation, the Client's OrangePay Digital Wallet may not be used for participation in gambling.

- 7.2. It is strictly forbidden to use an OrangePay Digital Wallet in relation to the sale, resale or delivery of goods, provision or service or pursuit of activities whose trading is prohibited by legal regulations. To the best of the Provider's knowledge and belief, the Provider maintains a demonstrative list of activities that are regarded as prohibited pursuant to legal regulations.
- 7.3. It is forbidden to use an OrangePay Digital Wallet in relation to the sale, resale or delivery of goods, provision or service or pursuit of activities whose trading is generally deemed to be high-risk or dangerous without a prior consent granted by the Provider. Activities regarded as high-risk or dangerous include in particular those activities where goods and commodities are handled that are used in relation to crime perpetration including fraud, terrorism, etc., that are related to a high degree of financial risk, that are subject to special regulatory measures or that may be deemed to be immoral, unethical or offensive either in general or by certain groups of citizens. To the best of the Provider's knowledge and belief, the Provider maintains a demonstrative list of activities that are regarded as high-risk or dangerous pursuant to legal regulations.
- 7.4. When in doubt whether an activity the Client operates belongs to one of the above categories, the Client should contact the Provider's Operations Department.
- 7.5. The Provider reserves the right to grant an exemption to certain activities from high-risk or dangerous categories activities provided pertinent national and international legal regulations are abided by at all times.
- 7.6. If the Client makes or attempts to make any transaction whereby the Client breaches the prohibitions laid down in this Article, if the client does not have the necessary consent for this transaction granted by the Provider for it or if the Client allows this transaction to be made, the Provider reserves the right:
 - 7.6.1. Not to make or to cancel the transaction; and/or
 - 7.6.2. To block or cancel the Client's OrangePay Digital Wallet; and/or
 - 7.6.3. To notify the police, other appropriate authority (e.g. the Ministry of Finance of the CR) or a respective contracting partner of the transaction.
- 7.7. The Provider reserves the right to set transaction and amount limits to individual payment transactions.
- 7.8. The fact that a certain person or entity receives payments via the OrangePay Payment System does not imply that this person or entity delivers goods or provides services in accordance with pertinent legal regulations and that the activities of this person are legal.
- 7.9. In relation to the Client's OrangePay Digital Wallet, the Client may use means of payment (e.g. bank Digital Wallets, payment cards) only if the Client is the rightful owner or holder of the above means of payment and if these means of payment are held in the Client name.
- 7.10. By accepting the Digital Wallet Terms and Conditions the Client represents and guarantees that the Client is not a politically exposed person within the meaning of S. 4(5) of Czech Act No. 368/2016 Coll., which makes provision with respect to certain measures against legalization of criminal proceeds and financing of terrorism, as amended, nor a person exempt from the possibility to hold Electronic Money and dispose thereof. Otherwise the Client is obliged to contact the Provider so that the Provider can verify together under what terms the Client may be entitled to use the OrangePay Payment System.

8. RESERVE

- 8.1. The Provider reserves the right to set a reserve on the Client's OrangePay Digital Wallet.

- 8.2. The Provider may set the amount of a reserve at any time at the Provider's sole discretion, and it may be a specific amount, a percentage of the amount of Electronic Money credited to an OrangePay Digital Wallet over a certain preceding period or a combination of both of the above. The Provider shall always notify the Client of a set reserve as well as any future change or cancellation thereof should the Provider make this decision upon our exclusive authority.
- 8.3. The reserve is used to secure any receivable amounts any third party or the Provider may have from the Client. The reserve means that a certain part of Electronic Money on the Client's OrangePay Digital Wallet cannot be used to make an Electronic Money Payment or be disposed of otherwise, including Redemption of Electronic Money. This shall not prejudice the Client's right pursuant to S. 124a(1) of the Payment System Act. The Client accepts the setting of the reserve pursuant to this Subsection by entering the first payment transaction in the Client's OrangePay Digital Wallet after the Provider uses this entitlement.
- 8.4. The Provider reserves the right to ask the Client to increase the Electronic Money balance on its OrangePay Digital Wallet so as to meet our requirement for a reserve.
- 8.5. If insolvency proceedings or proceedings as part of which the Client's property or the property of related persons is seized or may be seized or proceedings in relation to which any damage or other harm may be incurred are launched against the Client or in connection with the Client, the Client is obliged to pay a risk fee to the Provider in the amount of the reserve, which shall thus be used to cover this risk fee. The Client is obliged to inform the Provider without delay about the fact that such proceedings have been launched pursuant to the previous sentence. The Provider is entitled to regard such proceedings to be launched once the Provider becomes aware of the potential existence of such proceedings from public sources or from communication with public authorities. If the Client meets all its liabilities towards the Provider and unless there is at the same time a reasonable risk that the Client will have a future liability towards the Provider related to mutual contractual relationship, the Provider is obliged to return to the Client the amount equaling the reserve. Unless there is a reasonable risk that the Client will have a future liability towards the Provider's company related to mutual contractual relationship the Provider is obliged to return to the Client the amount equaling the reserve lowered by the Client's unpaid liabilities towards the Provider.

9. LIMITATION OF SERVICE AVAILABILITY

- 9.1. The scope and availability of payment methods on the Client's OrangePay Digital Wallet is not guaranteed unless expressly agreed otherwise.
- 9.2. The Client acknowledges that providers of individual payment services (in particular payment services provided by payment cards) may be entitled to ask at any time that this payment service be terminated in relation to the Client's OrangePay Digital Wallet. In this case, the Provider shall suspend service provision to the Client without delay; the Client hereby accepts the Provider's entitlement to do so and grant the Client's consent to it.
- 9.3. The Provider is entitled to terminate, suspend or restrict service provision to the necessary extent and with immediate effect or block the Client's OrangePay Digital Wallet in justified cases. This shall be applied especially when the Provider suspects unlawful conduct, in particular use of the Client's OrangePay Digital Wallet contrary to the Digital Wallet Terms and Conditions, unauthorised use of the Client's OrangePay Digital Wallet or breach of the Security Regulations. Unblocking of the Client's OrangePay Digital Wallet or renewal of services is subject to remedying these deficiencies.
- 9.4. Unless agreed otherwise between the contracting parties in writing, the Provider shall be authorised to suspend or limit the provision of services for a necessary period of time when performing adjustments, maintenance or repairs of the OrangePay Payment System, whose availability is a precondition for service provision. In this case, the Provider shall inform the Client in advance about the reasons and duration of suspension or limitation of service provision. Suspension or limitation of service provision under this Subsection shall not be regarded as a breach of contractual obligations and shall not affect any other obligations of the contracting parties.

- 9.5. Unless stated otherwise, the Provider shall inform the Client about the introduction of a measure pursuant to this Article of the Digital Wallet Terms and Conditions.
- 9.6. The Client acknowledges and accepts that the performance of any of our entitlements pursuant to this Article of the Digital Wallet Terms and Conditions does not establish any claim for reimbursement or damages.

10. CLOSING ORANGEPAY DIGITAL WALLET

- 10.1. The Provider is entitled to withdraw from the Contract at any time; the contractual relationship shall be terminated upon the expiry of a 2-month notice period on the basis of a notice delivered to the Client unless the Provider sets a later day of terminating the contractual relationship in the notice. The Client's right to a settlement of the Electronic Money balance on the Client's OrangePay Digital Wallet shall be guaranteed at all times.
- 10.2. The Provider reserves the right to withdraw from the Contract concluded with the Client with immediate effect if the Client breaches the Digital Wallet Terms and Conditions seriously or repeatedly.
- 10.3. The Provider also reserves the right to withdraw from the Contract concluded with the Client with immediate effect without giving any reason within three months from concluding the Contract unless ruled out by law or other legal regulations.
- 10.4. The Client are entitled to close its OrangePay Digital Wallet without giving a reason and thus withdraw from the Contract if all the Client liabilities towards the Provider have been paid. If the Client withdraws from the Contract, all the Client liabilities towards the Provider shall become automatically payable. If the terms for giving a notice have been met, the contractual relationship shall be terminated upon entering a command to close an OrangePay Digital Wallet in the OrangePay Payment System. The Client acknowledges that other ways of closing an OrangePay Digital Wallet shall not be accepted unless pertinent legislation expressly implies otherwise.
- 10.5. By giving a notification to close OrangePay Digital Wallet the Client gives the Provider an instruction to make Redemption of Electronic Money in the amount of your OrangePay Digital Wallet balance under the following terms:
- 10.5.1. Redemption of the disposable and minimum OrangePay Digital Wallet balance shall be made immediately;
- 10.5.2. Redemption of a part of the Electronic Money balance equaling a sum of the amounts of transferred money that the Provider has not received yet and that is not disposable shall be made only at the moment when the Provider receives the above money into our bank Digital Wallet;
- 10.5.3. In other cases, when a certain amount of Electronic Money in a OrangePay Digital Wallet is not disposable upon the Digital Wallet Terms and Conditions or upon legislation, Redemption of Electronic Money shall be made immediately after the reason why the respective amount has become non-disposable ceases to exist.
- 10.6. If the Client is a consumer (i.e. an individual who does not pursue a trading or other business activity as part of independent job performance when the Contract is concluded and performed), the Client has a right to withdraw from the Contract without giving any reasons and without a contractual sanction within 14 days from the day the Contract was concluded provided the Contract has not been fulfilled. Withdrawal from the Contract shall be in accordance with the terms for mutual communication of parties stipulated by the Digital Wallet Terms and Conditions. If the Client withdraws from the Contract, the Client shall pay to the Provider an amount for services actually provided to date pursuant to the List of Fees.

11. ORANGEPAY LIABILITIES AND OBLIGATIONS

- 11.1. The Provider shall not be liable for a loss the Client has incurred as a result of losing the Client's password or other access data to the Client's OrangePay Digital Wallet.

- 11.2.** The Provider shall not be liable for a loss the Client have incurred as a result of making an erroneous payment with Electronic Money or a payment which the Client have been coerced into making with a fraudulent or any other dishonest intention.
- 11.3.** The Provider is obliged to archive all sources and documents that prove that a payment transaction has been made for at least five years from the date the transaction was made.
- 11.4.** The Provider is entitled to make improvements of the OrangePay Payment System such as systemic, technology, security and other qualitative service improvements in line with technology development in the given area in order to enhance the quality of provided services.
- 11.5.** The Client acknowledges that the Provider is obliged to make improvements of the OrangePay Payment System such as systemic, technology, security and other qualitative service if the Provider is committed to make such service improvements by legal regulations or rules that follow from contractual obligations with payment methods providers (including payment card services) or upon an obligation contractually assumed in relation to providing services of the OrangePay Payment System.
- 11.6.** If the Provider is ordered by an authorized person or authorized entity to transfer or remit the Client's money upon whose receipt the Provider has issued Electronic Money for the purpose of repaying a debt or fulfilling other legal obligation the Client has (in particular as part of collection procedures to seize a debtor's property or as part of other similar procedures), the delivery of this order shall be deemed to be the Client's request for making Redemption of Electronic Money to the extent determined in the above order, and the Client's amount receivable from the Provider shall become payable on that ground. The Client accepts that in this case its money shall be transferred or remitted in accordance with the order made by an authorized person or authorized entity. By transferring or remitting the money in accordance with an order made by an authorized person or authorized entity, the Provider shall exempt itself from its obligation towards the Client to the extent of the performance that has been paid as above.

12. LIABILITIES OF THE CLIENT

- 12.1.** In the Client's own interest the Client shall act and use its OrangePay Digital Wallet so as not to put the security of its OrangePay Digital Wallet or OrangePay Digital Wallets of other Clients at risk; in particular, the Client shall always strive to maintain rules of safe behavior on the Internet, and the Client shall not disclose its access data to the Client's OrangePay Digital Wallet to anyone even if asked to do so.
- 12.2.** Should the Client establish that its password has been revealed or that there is an imminent threat of it being revealed to an unauthorized person, the Client shall notify the Provider of this fact without delay and change its password alongside this.
- 12.3.** The Client shall notify the Provider without delay of any fact that gives rise to a suspicion of unlawful or other unpermitted act or that gives rise to a suspicion of incorrect behavior of the OrangePay Payment System or any error in it.
- 12.4.** The Client shall be liable for damage suffered as a result of:
- 12.4.1. A payment that the Client have entered erroneously and that has been made by the Provider in accordance with this instruction;
 - 12.4.2. A payment entered by another person than the Client who was logged in the Client's OrangePay Digital Wallet as the Client. The Client shall be exempt from this liability if the Client can prove that access data to its OrangePay Digital Wallet has been made available to an unauthorized person through the Provider's fault.
- 12.5.** The Client shall also be liable for damage that has been incurred even though the Client may have prevented or avoided it by taking a timely measure to remedy a defective or endangering state, in particular for the Client's failure to notify the Provider accordingly pursuant to the Digital Wallet Terms and Conditions.
- 12.6.** If the Client's personal or identification data is changed or a change occurs in the Client's ownership or managing structure, the Client shall update the above data in your OrangePay Digital Wallet. If the Client's OrangePay Digital Wallet does not make it possible to update the Client's personal or identification data or data about the Client's ownership or managing structure, the Client is obliged to inform the Provider about the change of the above data and the Provider shall subsequently make an

update. The Provider shall not be liable for any damage that may be caused as a result of the fact that the Client's personal or identification data or data about the Client's ownership structure has not been updated timely or regularly. The Client administers data kept by the Provider about the Client in its OrangePay Digital Wallet. A change of the beneficial owner shall also be regarded as a change in the Client's ownership structure.

- 12.7.** If the Client's OrangePay Digital Wallet balance does not suffice to debit money that the Provider is obliged to return as a result of a cancellation of a payment transaction or a failure to make a payment transaction or that is to be collected from the Client's OrangePay Digital Wallet upon the Digital Wallet Terms and Conditions or for another rightful reason, the Client is obliged to increase its OrangePay Digital Wallet balance accordingly. Should the Client fail to do the above in spite of our request to do so, it shall be regarded as a breach of the Digital Wallet Terms and Conditions. The Provider may ask the Client to fulfill this obligation and, if necessary, take any measures to enforce the fulfillment of this obligation including the authorization of a collection agency or a legal representative to exercise the respective claim at court. At the same time, the Provider is entitled to ask the Client to reimburse costs that the Provider has provably incurred in relation to the Client's failure to meet the above obligation.
- 12.8.** If the Client uses an application program interface or other technical interfaces of the OrangePay Payment System, the Client is obliged to abide by the Provider's technical rules and instructions and comply with them including rolling changes thereof that the Provider may make. If the Client breaches these rules or instructions, the Client shall be liable for damages that may have been incurred in relation to this breach.
- 12.9.** The Client shall indemnify the Provider for all damage the Provider have suffered in relation to the Client's unlawful conduct. At the same time, the Client acknowledges that this damage may also occur the form of contractual penalties or other sanctions that the Provider is obliged to pay in relation to the Client's unlawful conduct on the basis of a contract or a legal regulation (e.g. penalties imposed by card associations, the Czech National Bank or other administrative bodies). So as to dispel any doubt, a breach of the Digital Wallet Terms and Conditions or any other terms the Client is obliged to follow shall also be regarded as unlawful conduct. Please note that damage pursuant to this Subsection of the Digital Wallet Terms and Conditions may amount to hundreds of thousands of EUR.

13. COMPLAINTS

- 13.1.** The Client is entitled to make a complaint about erroneously made Electronic Money Payments, failure to receive money in the corresponding amount as part of Redemption of Electronic Money or another extraordinary event that has occurred in relation to the OrangePay Payment System within 3 months from the incident about which a complaint is made.
- 13.2.** The Client can make a complaint by sending a notification via the OrangePay Payment System or to the Provider's contact e-mail address.
- 13.3.** Upon receiving a complaint, the Provider shall investigate whether it is justified. The Provider is obliged to inform the Client of the outcome of the Provider's investigation and the Provider's position to the complaint within 30 days from receiving it.
- 13.4.** If a complaint is justified, the Provider is obliged to accept the complaint and take remedial measures.
- 13.5.** The Provider is entitled to restrict the Client's disposal of an amount of a payment transaction that is the subject of a payer's complaint until the complaint is resolved. The Provider is entitled to use this amount to pay the Provider's potential liabilities towards the Provider's contracting partner if the Provider is obliged to return the amount that is the subject of a complaint in accordance with the terms of providers of individual payment methods by which a payment transaction is made. If a complaint is made about a payment transaction, the Client is obliged to provide all relevant information and source data upon our request, in particular electronic ones, and/or other records about communication that has taken place about the transaction including the Client's statement about the course of the payment transaction if appropriate, and do so within five working days.
- 13.6.** The Client is not entitled to any interest on the amount of an erroneously made Electronic Money Payment.

14. FEES

- 14.1. The Client acknowledges and accepts that services offered within the OrangePay Payment System including disposal of Electronic Money may be subject to fees pursuant to the List of Fees and the Client is obliged to pay these fees.
- 14.2. The Provider issues the List of Fees in order to govern cost reimbursement and fees related to the operation of the OrangePay Payment System. The Provider is entitled to change the List of Fees unilaterally and the Client accepts the Provider's entitlement to do so. A change of the List of Fees follows the same rules as a change of the Digital Wallet Terms and Conditions.
- 14.3. An up-to-date wording of the List of Fees is published on the Provider's website.: https://orange-pay.cz/documents/List_of_fees_for_digital_wallet.pdf
- 14.4. By accepting the Digital Wallet Terms and Conditions the Client instructs the Provider to deduct reimbursements and fees pursuant to the List of Fees from the Client's OrangePay Digital Wallet. If the Client's OrangePay Digital Wallet balance does not suffice to deduct a reimbursement or fee pursuant to the List of Fees, the Client is obliged to pay the above reimbursement or fee upon our request to do so.
- 14.5. A fee may be imposed on Redemption of Electronic Money only if the Client requests the redemption before the day when the legal relationship that follows from the Contract expires or if the Client does so after more than 1 year after that day.
- 14.6. If a new payment method is introduced that is not stated in the List of Fees that is currently in effect, the Client accepts fees for the Issue of Electronic Money by this payment method; the Client uses the respective payment method for the first time on the understanding that the Client has been acquainted with the above fees in advance.
- 14.7. If a payment is made via the OrangePay Payment Gateway, a fee for the receipt of Electronic Money is paid by the Client which is the final recipient of the transferred amount.
- 14.8. If the Client uses its OrangePay Digital Wallet for commercial purposes or change its activity and/or goods on offer without the Provider's prior consent, the Provider is entitled to apply fees to the Client that are commonly applied to the given activity and/or goods on offer without any further notification. The Provider is entitled to retrospectively charge the Client the difference between the originally applied fees and the newly applied fees for the whole period during which the Client has pursued the pertinent activity and/or have offered respective goods without having requested the Provider's prior consent. The Client is obliged to pay the subsequently charged difference in fees.
- 14.9. Should the Client's OrangePay Digital Wallet balance not suffice to pay a certain fee, the fee laid down in the List of Fees shall no longer apply and instead, a sanction fee shall be applied in the same amount.
- 14.10. A potential individual agreement shall prevail over general provisions in the List of Fees.
- 14.11. The Provider reserves the right to provide a discount from the fees laid down in the List of Fees. The discount is effective as of the date stated in the discount notification.

15. MUTUAL COMMUNICATION

- 15.1. Mutual communication between the Client and the Provider shall take place primarily in Czech; however, you are also entitled to communicate with us in English. The parties may subsequently agree that communication can take place also in another language.
- 15.2. The Provider shall send notifications and correspondence related to the Contract to one another by electronic post to our contact e-mail addresses; both parties regard this way of communication as convenient, reliable and efficient. Only in those cases when enforcing legal regulations require a notification or other document to be delivered by post or another similar way, shall the Parties communicate with one another in that way.
- 15.3. The Client's contact e-mail address is its primary e-mail address recorded in the OrangePay Payment System. The Client is responsible for its primary e-mail address being functional throughout the duration of the contractual relationship, and for making certain that it will be possible to send electronic post to it. The Provider's contact e-mail address is the e-mail address published on the Provider's website unless

the Provider determines another contact e-mail address in a specific case. The Provider shall not be liable in those cases when the Client does not keep its primary e-mail address functional or when the Client does not regularly check received e-mails and does not reply to them in time or do not respond otherwise.

- 15.4.** The Provider reserves the right to send notifications of operational or promotional nature to the Client via internal communication in the OrangePay Payment System or by e-mail, and at the same time the Provider reserves the right to request that the Client communicates with the Provider in these matters in the same way.
- 15.5.** The Client accepts that info messages may be sent to the Client about its OrangePay Digital Wallet balance, transactions on its OrangePay Digital Wallet as well as any news in the OrangePay Payment System. The Client may unsubscribe from the above messages by changing its OrangePay Digital Wallet settings.
- 15.6.** If legislation obliges the Provider to provide certain information on a permanent data carrier, the Provider shall meet this obligation by having that information permanently published on the Provider's website or by sending it to the Client in a .pdf format by electronic post to the Client's contact e-mail address.

16. CONFIDENTIALITY

- 16.1.** The Client undertakes to give and make available to third parties neither information about negotiated trading and Digital Wallet Terms and Conditions without the Provider's consent or without any statutory grounds nor any other information pertaining to the Provider's trading activities, trading or technology procedures and know-how if the Client obtains the above information in relation to performing contractual obligations, in particular also about the integration process and security mechanisms of the OrangePay Payment System or defined parts thereof.
- 16.2.** The Client further undertakes to prevent making the OrangePay Payment System software available to third parties.
- 16.3.** The Client's obligations laid down in this Article continue even after its contractual relationship with the Provider has been terminated.
- 16.4.** The Provider undertakes to give and make available to third parties neither information about negotiated trading terms and Digital Wallet Terms and Conditions nor any other information pertaining to the Client's trading activities without the Client's consent if the Provider obtains the above information in relation to performing contractual obligations. However, the Provider is entitled to give this information and other data and materials obtained from the Client to a third party if the Provider is committed to do so upon a contract concluded with a provider of certain payment methods and if this third party is also bound by confidentiality pursuant to a contract concluded with the Provider. The Provider's obligation pursuant to this provision shall continue even after the contractual relationship with the Client has been terminated.
- 16.5.** The provisions of this Article shall not affect the performance of the duty to disclose or notify public authorities on the basis of law or other legal regulations.

17. CHANGES OF THE DIGITAL WALLET TERMS AND CONDITIONS

- 17.1.** The Provider has a right to unilaterally change the Digital Wallet Terms and Conditions in accordance with the rules and terms laid down in this Article. The Client accepts the Provider's entitlement to do so.
- 17.2.** If the Provider changes the Digital Wallet Terms and Conditions, the Provider is obliged to notify the Client of this change at least one month in advance by e-mail containing a link to the new Digital Wallet Terms and Conditions from where the Client may print them or download them in electronic form.
- 17.3.** If the Client is not a small entrepreneur or a consumer, the time limit for notification of a change of the Digital Wallet Terms and Conditions and of a change of the List of Fees is reduced to fourteen days.

- 17.4.** The Client has a right to withdraw from the Contract free of charge and with immediate effect before the day when a change of the Digital Wallet Terms and Conditions is to come into effect. If the Client does not withdraw from the Contract in the given time limit, the Client is deemed to accept that the Contract is governed by the new Digital Wallet Terms and Conditions from the day they come into effect.
- 17.5.** The Digital Wallet Terms and Conditions are published in electronic form and are available on the Provider's website.
- 17.6.** A reason for changing the Digital Wallet Terms and Conditions may be one or more of the circumstances stated hereinafter:
- 17.6.1.** Generally binding legal regulations are amended that impose such rights or obligations on the Provider or the Client that are contrary to the Digital Wallet Terms and Conditions, or these rights or obligations have to become part of the Digital Wallet Terms and Conditions. The above amendments to generally binding legal regulations include among other things in particular an amendment to legislation that governs measures against legalization of proceeds from criminal activity;
- 17.6.2.** A change of the Digital Wallet Terms and Conditions is necessitated by a need to improve the technical standard of the OrangePay Payment System including improvement of its security against misuse, increase in user comfort or a need to remove defects and deficiencies in the OrangePay Payment System;
- 17.6.3.** A change of the Digital Wallet Terms and Conditions is necessitated by a need to protect the Client's access password and the Client's other codes or information in the OrangePay Payment System;
- 17.6.4.** Occurrence or spreading of a new risk for the operation of the OrangePay Payment System or for the use of electronic means of payment (e.g. new forms of financial or computer crime);
- 17.6.5.** A major change in the financial services market or in the issue or use of Electronic Money.

18. FINAL PROVISIONS

- 18.1.** The Contract is concluded in the English. After the Contract is concluded, the Provider shall archive it. Throughout the duration of the Contract, the Client is entitled to obtain the content of the Contract and other information from us pursuant to S. 81 to S. 85 of the Payment System Act.
- 18.2.** The Contract shall be governed by the Czech legal order and in justified cases also by the wording of a financial services contract within the meaning of the provision of S. 1841 and related Sections of Czech Act No. 89/2012 Coll., the Civil Code, as amended (as regards consumers), or by legal regulations that will subsequently replace this provision in the Civil Code, by the Payment System Act and with regard to legal regulation of measures against the legalization of proceeds from criminal activity, as amended. Should conflict arise between the provisions of this Contract and enforcing provisions of legal regulations, the enforcing provisions of legal regulations shall prevail.
- 18.3.** If the Client is not a citizen of the Czech Republic, the Client accepts that the contractual relationship between the Client and the Provider shall be governed by the legal order of the Czech Republic. The place of performance pursuant to the Contract shall be our registered office in the Czech Republic; the contractual relationship shall be governed by the place of performance. Services pursuant to the Contract and the Digital Wallet Terms and Conditions are provided in the Czech Republic where the Client's OrangePay Digital Wallet is also established, recorded and operated.
- 18.4.** The Client is not entitled to transfer or cede any rights or obligations pursuant to the Contract to a third party without the Provider's prior consent in writing.
- 18.5.** If the Client pursues business activities on the Internet on the basis of a pertinent authorization for the purpose of selling goods or providing services and if the Client uses its OrangePay Digital Wallet in relation to the Client's activity, legal regulations or parts of the Digital Wallet Terms and Conditions regarding consumer protection shall not apply to the Client. If the Client uses its OrangePay Digital Wallet in relation to your business activity, the Client is obliged to provide evidence within one week that the Client is a small entrepreneur within the meaning of the Payment System Act. If the Client fails to do so in the given time limit, the Client shall not be deemed to be a small entrepreneur.

- 18.6.** The application of the provision of S. 1987(2) of the Civil Code is ruled out in relation to receivable amounts arising from this Contract or in relation to it, and both the Client and the Provider accepts that an uncertain and/or indeterminate receivable amount shall be recognized.
- 18.7.** Rights that have arisen from this Contract or its breach including rights related to this Contract shall be time-barred in the time limit of 10 years from the day when they could be exercised for the first time.
- 18.8.** No rights or duties that go beyond explicit provisions of this Contract may be inferred from the practice to date or from future practice established between the Client and the Provider or from common usage in general or in the sector pertaining to the subject of performance of this Contract unless expressly agreed otherwise. Besides the above both Parties hereby mutually confirm that neither the Client nor the Provider is aware of any established usage of trade or practice.
- 18.9.** If any of the provisions of this Contract proves to be ostensible (trivial), the impact of this defect on other provisions of the Contract shall be assessed analogously pursuant to S. 576 of the Civil Code.
- 18.10.** Should conflicts arise between the Digital Wallet Terms and Conditions and other rules that govern the use of OrangePay Digital Wallets and the operation of the OrangePay Payment System, the provisions of the Digital Wallet Terms and Conditions shall prevail unless expressly stated otherwise.
- 18.11.** The Client grants its consent that the Provider may transfer its rights and obligations pursuant to the Contract to another entity without any further notification; the Provider shall inform the Client about this transfer without delay.
- 18.12.** The Client may take disputes that may arise between the Client and the Provider pertaining to the Issue of Electronic Money and use thereof pursuant to the Contract to the Financial Arbiter of the Czech Republic (Czech Act No. 229/2002 Coll., as amended), registered office in Washingtonova 25, Prague 1. The Client's right to resort to court shall not be affected by the above; disputes arising from the Contract shall be heard and decided before courts in the Czech Republic unless enforcing legal regulations require otherwise. Disputes between the Client and the Provider may also be settled by means of mediation pursuant to Czech Act No. 202/2012 Coll., which makes provision with respect to mediation.
- 18.13.** A supervisory authority over our activities shall be the Czech National Bank, registered office in Na Příkopě 28, 115 03 Prague 1, Czech Republic. The Client has a right to approach this supervisory authority with a complaint.
- 18.14.** Data that the Client has entered in relation to opening your OrangePay Digital Wallet and the Client's record stored in the OrangePay Payment System serves as evidence about the content of the Contract.
- 18.15.** The Client undertakes to respect the Provider's rights to registered trademarks and other objects under protection pursuant to a right to intangible assets including copyright, and shall refrain from any infringement of the above rights. The OrangePay Payment System is our trademark that is protected pursuant to pertinent legal regulations.
- 18.16.** By concluding the Contract the Client confirms that the Client has been provided with all necessary information prior to concluding the Contract that is necessary for the Client's decision to conclude the Contract with the Provider, that the Client has acquainted itself with the Digital Wallet Terms and Conditions sufficiently in advance before concluding the Contract, that the Client regards the whole content of the Digital Wallet Terms and Conditions as definite and comprehensible, and that the Client's individual rights and obligations that follow from its contractual relationship with the Provider are absolutely clear to the Client.
- 18.17.** If the Client has registered in the OrangePay Payment System before the Digital Wallet Terms and Conditions came into effect the Client accepts that the Contract is established and that the rights and obligations of parties pursuant to the Contract are governed by the Digital Wallet Terms and Conditions that are in effect as of the day when the Contract is concluded; as of the day when new Digital Wallet Terms and Conditions come into effect, the Contract shall be governed by the new Digital Wallet Terms and Conditions.
- 18.18.** The Digital Wallet Terms and Conditions come into effect as of 30.06.2017.