

PAYMENT GATEWAY TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1. The OrangePay Payment Gateway means an application for making payment transactions for the purpose of an Issue of Electronic Money or an Electronic Money Payment that integrates individual payment methods and facilitates transfer of money to the OrangePay Payment System.
- 1.2. The Processing Terms and Conditions mean these terms for using the OrangePay Payment Gateway. The Processing Terms and Conditions are issued by OrangeTrust s.r.o.,
- 1.3. OrangeTrust s.r.o., a trading company with registered office in Praha - Nusle, Štětškova 1001/5, PSČ 140 00, Czech Republic, company identification number: 05422248, hereinafter – “Provider”.
- 1.4. “The Merchant” means an individual or a legal entity that uses OrangePay Payment Gateway services.

2. SCOPE OF THE TERMS

- 2.1. The Processing Terms and Conditions lay down rules that govern the use of functionalities of the OrangePay Payment Gateway by Merchants who use it for the purpose of selling goods or providing services.

3. OPENING THE ORANGEPAY PAYMENT GATEWAY

- 3.1. The Merchant shall be entitled to use the OrangePay Payment Gateway as functionality of the OrangePay Payment System at the moment when the Merchant confirms that it accepts the Processing Terms and Conditions, and when the Provider authorizes the Merchant to use the OrangePay Payment Gateway.
- 3.2. The Merchant acknowledges and accepts that the availability of the Orange Payment Gateway is subject to activation as part of which the Provider assess whether the Merchant and the activity that the Merchant operates meets the requirements pursuant to the Payment Gateway Terms and Conditions. The Provider reserves the right not to establish cooperation in those cases when the Provider believes that, the Payment Gateway Terms and Conditions may be breached.
- 3.3. The Merchant acknowledges that if its activity is evaluated as high-risk, the Provider is entitled to apply fees on an individual basis or other security parameters.
- 3.4. Before the Merchant commences productive operation, the Merchant is obliged to duly test the integration of its application that is used for offering and selling goods or services with the OrangePay Payment Gateway in accordance with the Merchant’s directions, instructions and recommendations.
- 3.5. The Merchant is obliged to make the separate integration for every portal, which wants to operate an OrangePay Payment Gateway. It is strictly forbidden to use data integration one portal to launch other portals.

4. USING THE ORANGEPAY PAYMENT GATEWAY

- 4.1. When selling goods or providing services via the OrangePay Payment Gateway, the Merchant undertakes:
 - 4.1.1. To offer and enable its contracting partners to make payments via the OrangePay Payment Gateway;
 - 4.1.2. Not to misuse the Provider’s copyright and other rights to intangible assets and refrain from any infringements of such rights that the Provider has;
 - 4.1.3. To remove the OrangePay Payment System software from its system and stop using the OrangePay brand immediately upon terminating its contractual relationship with the Provider and to remove any other logos, trademarks and names used in relation to the contractual relationship (in particular

also the logos, trademarks and names of our contracting partners that the Merchant used with the Provider's consent and with the consent of the Provider's contracting partners);

- 4.1.4. To provide all necessary cooperation to the Provider or to its contracting partner and if need be also to state authorities and institutions and thus enable the Provider to duly and timely fulfil its obligations that follow from pertinent legislation or contractual provisions;
 - 4.1.5. To provide its application integrated with the OrangePay Payment Gateway with all elements and information required by pertinent legislation, in particular the Consumer Protection Act (No. 634/1992 Coll.) as well as requirements of banks and card associations common in this segment;
 - 4.1.6. To inform the Provider without delay and update on an ongoing basis its identification data, website addresses of applications integrated with the OrangePay Payment Gateway, a list of services provided to your contracting partners, your bank account number designated for the payment of transactions that the Provider has received and that are to be credited to the Merchant;
 - 4.1.7. To visibly place logos that designate accepted payment methods in accordance with a template provided by the Provider and clearly state that data transmission is secured by the SSL/TLS protocol;
 - 4.1.8. Not to discriminate or not to give preference to any payment method whose use is offered by the OrangePay Payment System, to offer all payment methods absolutely equally and not to set any financial or any other limits or limitations for the use of a specific payment method, and not to transfer fees related to the use of a certain payment method to its customers;
 - 4.1.9. To keep records of the delivery of goods or provision of a service to a contracting partner for at least 10 years from when the transaction was made and to provide such records upon request without delay to us or to our contractual bank. The above records have to contain sufficient information to prove that a given service or goods have been ordered by a payment card holder and that the service or goods have been provided to the payment card holder in an agreed manner;
 - 4.1.10. To return the amounts of payment transactions via the OrangePay Payment Gateway when its contracting partner withdraws from a contract unless agreed otherwise. When its customer withdraws from a contract the Merchant is not entitled to return the amounts of payment transactions in cash.
- 4.2.** When selling goods or providing services via the OrangePay Payment Gateway the Merchant undertakes to refrain from the following activities in relation to making payment transactions:
- 4.2.1. Allowing the payment of a single order by multiple payments;
 - 4.2.2. Making or accepting a payment for a transaction that does not stem directly from a contractual relationship between a Merchant and a card holder related to the sale or lease of goods or provision of a service;
 - 4.2.3. Using or accepting a payment card in the case of payments for legal services or costs incurred or related to:
 - defense for any criminal offence with the exception of traffic offences and violations;
 - any domestic legal affairs if the services or costs are related to a person who is not stated on the bank card;
 - any bankruptcy, insolvency conciliation or similar proceedings including liquidation and insolvency cases, which affect the creditor of the bank card holder;
 - 4.2.4. Using a Client's bank card or a card to which the Merchant has access to make a payment transaction in order to obtain a credit or a loan in the Client's name;
 - 4.2.5. Making a payment transaction that has already been settled again regardless of a potential consent granted by the card holder;
 - 4.2.6. Levying any tax on a payment transaction with the exception of cases when it is expressly required by respective legal regulations. If a tax is levied, it has to be included in the total amount of the payment transaction and not collected separately;
 - 4.2.7. Paying financial means in the form of cheques if the sole purpose is to allow a payment card holder to purchase goods or services from a Merchant in cash;
 - 4.2.8. Paying financial means in cash;
 - 4.2.9. Accepting a payment card for the purpose of making an instalment or refinancing an existing debt;

- 4.2.10. Providing a loan as a consideration for returned goods or services paid in cash;
- 4.2.11. Paying any amount in cash to a payment card holder who has made a purchase by a payment card. All refunds shall be credited to an account to which the payment card used for the purchase was issued;
- 4.2.12. Accepting a payment card in order to effect a third-party sale.
- 4.3. The Merchant shall not use the OrangePay Payment Gateway for other purposes and activities than those the Merchant stated when the Merchant has activated the OrangePay Payment Gateway.
- 4.4. If the Merchant delivers goods to a place designated by the Merchants contracting partner, the Merchant shall be liable for the loss of, or damage to, the consignment and/or for a delay of the delivery of goods until the time when the goods are delivered to the designated place. The Merchant is obliged to ask the carrier for a bill of delivery of goods to your contracting partner for each delivery of goods in order to be able to prove that the goods or services have been delivered to your customer and that the Merchant's customer has received them.
- 4.5. If the delivery period of goods or a service is longer than 30 days from the day when a payment transaction was authorized, the Merchant shall demonstrably inform the Merchant's customer about the period of goods delivery or service provision. However, the total delivery period shall not exceed 120 days from the day when the payment transaction was authorized.
- 4.6. Unless agreed otherwise, the Merchant accepts to present the OrangePay Payment System in the form of a standardized OrangePay icon with an active link to the Provider's website; the Provider shall provide this icon and the Merchant shall place it in a suitable manner on the home page and on the page where a payment method is selected in the Merchant's application environment integrated with the OrangePay Payment Gateway.
- 4.7. By accepting the Payment Gateway Terms, the Merchant grants the Provider its consent to use the Merchant's trade name, designation, company and/or logo used in its trading activity for promotional and marketing purposes.
- 4.8. Upon our prior consent and under terms set by the Provider, the Merchant is entitled to use the logos and trademarks of card associations in the Merchant's own advertising and promotional materials.
- 4.9. The Merchant accepts that the Provider shall display data about the fee amount for each card transaction on payment card acceptance statements in the form of one total amount charged in aggregate for all categories and various payment card brands that include:
- MIF,
 - fees of the VISA and MasterCard companies and
 - charged transaction fees.
- 4.10. Furthermore, upon the Merchant's request and consent it is stipulated that the Provider shall offer and charge the Merchant's fees for each card transaction in the form of one total amount charged in aggregate for all categories and various payment card brands that include:
- MIF,
 - fees of the VISA and MasterCard companies and
 - charged transaction fees.
- 4.11. The Provider shall regard a statement containing an overview of credited and debited payments in the Merchant's OrangePay Account and an overview of cleared fees to be approved following the expiry of the time limit of thirty (30) days from the day when the statement has been made available to the Merchant. After the above time limit expires, a complaint about discrepancies in the statement cannot be made.

5. SECURITY MEASURES

- 5.1. The Provider protects the Merchant's data pursuant to Czech Act No. 101/2000 Coll., and The General Data Protection Regulation (GDPR) (EU) 2016/679 which makes provision with respect to personal data protection, as amended.
- 5.2. The Merchant acknowledges that the Merchant is also obliged to take such measures to secure personal data of its customers so as to prevent its misuse by unauthorised persons. Protection

requirements can be found in general guidelines of the European Banking Authority to the Payment Services Directive or in PCI-DSS Standards. If need be, the Provider is entitled to ask the Merchant at any time to prove that the Merchant has fulfilled the above obligations e.g. by means of the SAQ (Self-Assessment Questionnaire) and/or the AOC (Attestation of Compliance) questionnaire or by carrying out an inspection of the place where the Merchant processes personal data.

- 5.3. If the Merchant processes or intend to process payment card numbers of third parties or other payment card data that may be used for making payment card transactions, the Merchant is obliged to inform the Provider about this fact in writing without delay.
- 5.4. The Merchant acknowledges and accepts that the Provider regularly as well as randomly check whether the Merchant's sales portal adheres to the AML Policy.
- 5.5. In order to fulfil the obligations pursuant to this Article, the Merchant undertakes to abide by the following security rules:
 - 5.5.1. The Merchant shall operate its e-shop in such a manner so as to minimize the risk of personal data leaks caused by intercepting communication between its customer and the Merchant's and also leaks of data stored in its systems;
 - 5.5.2. So as to guarantee security, the Merchant is obliged to implement a connection that supports TLS and uses at least 128-bit TLS communication between the customer's browser and its server (or its e-shop);
 - 5.5.3. So as to guarantee security the Provider recommends that the Merchant implements technologies that ensure controlled access to Internet transaction systems such as a firewall or a proxy server and that the Merchant regularly updates its software, antivirus software and due procedures for systems administration;
 - 5.5.4. The Merchant shall protect access to systems and data from unauthorized users;
 - 5.5.5. The Merchant shall keep a record of individual operations that have occurred when customers use the system so as to have evidence for proceedings that may be held if an attempt to abuse the system takes place;
 - 5.5.6. The Provider recommends that the Merchant uses safe technologies (e.g. chip cards) for safe storage of secret cryptography keys.
 - 5.5.7. The Merchant shall provide copy of its passport and/or ID card or other identification documents to the Provider for the purposes of identification.

6. LIMITATION OF SERVICE AVAILABILITY

- 6.1. The scope (material, functional and territorial) and availability of payment methods in the Merchant's OrangePay Payment Gateway are not guaranteed unless expressly agreed otherwise.
- 6.2. The Merchant 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 Merchant's OrangePay Payment Gateway. In this case, the Provider shall suspend service provision to the Merchant without delay; the Merchant hereby accepts the Provider's entitlement to do so and grant its consent to it. The Merchant also acknowledges and accepts that the Merchant shall be obliged to reimburse any harm and damage incurred by the Provider in relation to the Merchant's breach of obligations related to making payment card transactions, including contractual penalties and similar sanctions imposed upon the Provider by pertinent card associations.
- 6.3. The Provider is entitled to terminate, suspend or restrict service provision of the Merchant's OrangePay Payment Gateway to the necessary extent in justified cases with immediate effect. This shall be applied especially when the Provider suspect that the Merchant uses its OrangePay Payment Gateway contrary to the Payment Gateway Terms and Conditions. Potential reactivation is subject to remedying these deficiencies. Please note that the Merchants sales portal is subject to a new authorization and previously authorized payment methods or setups are therefore not guaranteed..
- 6.4. The Merchant acknowledges and accept that if the Provider establishes that the Merchant's sales portal is inactive (non-functional) or that no payment has been made through the OrangPay Payment Gateway over the last 6 months, the Provider is entitled to deactivate the Merchant's Payment Gateway without

warning. The Merchant is entitled to request reactivation of the OrangePay Payment Gateway in its sales portal. Please note that the Merchant's sales portal is subject to a new authorization and previously authorized payment methods or setups are therefore not guaranteed.

- 6.5.** Regardless of other provisions of the Payment Gateway Terms the Provider is entitled to suspend or terminate service provision or making of payment transactions if the Provider has established or have been notified that:
- 6.5.1. The Merchant has caused or allowed unauthorized disclosure or use of information about a payment card in any manner;
 - 6.5.2. The Merchant is listed by card associations on the MATCH and VMAS list as an undesirable or high-risk entity;
 - 6.5.3. Damage or unlawful conduct may be given rise to by breaching, the Payment Gateway Terms and Conditions.

7. BANKING TERMS

- 7.1.** The Merchant accepts that in accordance with S. 1751 of the Civil Code general trading terms of banks with which the Provider has contractual cooperation when the Provider operates the OrangePay Payment Gateway are an inseparable part of the contractual terms between the banks and the Provider (hereinafter referred to as the "Banking Terms").
- 7.2.** The Merchant represents that the meaning of documents pursuant to this Article has been sufficiently explained to the Merchant and the Merchant acknowledges that it shall be bound not only by the Agreement but also by the Payment Gateway Terms. These documents and that a failure to fulfil obligations or terms laid down in these documents may have the same legal implications as a failure to fulfil obligations and terms that follow from the Agreement.
- 7.3.** The Merchant accepts that banks with which the Provider has contractual cooperation shall be entitled to offset their claims from The Merchant to the extent and in a mode laid down in documents pursuant to this Article.
- 7.4.** The Merchant acknowledges and accepts that a bank with which the Provider has contractual cooperation shall be entitled to terminate the provision of payment services with The Merchant with immediate effect in cases laid down in the Banking Terms and also in the following cases:
- 7.4.1. If The Merchant breaches the contract concluded between The Merchant and the Provider in any manner
 - 7.4.2. If fraudulent payment card transactions occurs in the place where The Merchant provides goods and/or services;
 - 7.4.3. If no payment card transaction has been made in the place where The Merchant provides goods and/or services in the course of twelve (12) months;
 - 7.4.4. In cases stated in Subsections 7.4.2. or 7.4.3. above the bank shall be entitled to determine that the provision of payment services relates only to a specific place where goods and/or services are provided where facts pursuant to Subsections 7.4.2. or 7.4.3. above have occurred.

If the bank uses its entitlement pursuant to this Subsection of the Payment Gateway Terms and Conditions, the Provider shall terminate the provision of payment services with immediate effect to the same extent as the measure undertaken by the bank.

8. FINAL PROVISIONS

- 8.1.** The Provider has a right to unilaterally change the Payment Gateway Terms and Conditions in accordance with the rules and terms laid down in this Article. The Merchant accepts the Provider's entitlement to do so.
- 8.2.** If the Provider changes the Payment Gateway Terms and conditions, the Provider is obliged to notify the Merchant of this amendment in advance by e-mail containing a link to the new Payment Gateway Terms and Conditions from where the Merchant may print them or download them in electronic form.

- 8.3.** The Payment Gateway Terms and Conditions are published in electronic form and are available on the Provider's website.
- 8.4.** The Provider assumes that the Merchant pursues business activities on the Internet on the basis of a pertinent authorization for the purpose of selling goods or providing services and that the Merchant uses its OrangePay Account in relation to its activity. With regard to the above, the provisions of legal regulations regarding consumer protection shall not apply to the Merchant. If the Merchant uses its OrangePay Account in relation to its business activities, the Merchant is obliged to provide evidence within one week that the Merchant is a small entrepreneur within the meaning of the Payment System Act. If the Merchant fails to do so in the given time limit, the Merchant shall not be deemed to be a small entrepreneur.
- 8.5.** The Merchant shall be liable for damage (loss) caused by a breach of the Payment Gateway Terms and Conditions regardless of fault.
- 8.6.** Upon agreement of both parties, the application of the provision of S. 1799 and S. 1800 of the Civil Code on contracts of adhesion (standard form contracts) to the contractual relationship between The Merchant and The Provider shall be excluded to the maximum admissible extent pursuant to legislation.
- 8.7.** Upon agreement of both parties, the application of the provision of S. 1765(1) and S. 1766 of the Civil Code to the contractual relationship between The Merchant and The Provider shall also be excluded to the maximum admissible extent pursuant to legislation.
- 8.8.** The Payment Gateway Terms and Conditions come into effect as of 30.06.2017