



## SENDER TERMS AND CONDITIONS

### 1. Introduction

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

### 2. Definition of terms

- 2.1. To simplify our communication, we are providing an overview of defined terms that we use, their meaning is consistent in all written documents. So, if in the Framework Contract, or in the Addendum, we capitalize (as we do now and here) something, this is where you find the meaning of the term. If we did not do so, and we were to write the term in lowercase, which definition we would find here, we mean the same term unless we explicitly say that this is not the case. When we address you directly, we simply mean you, whether you are a natural person or a legal entity. If we refer to a third party, we will identify it so that everything is clear.
- 2.2. **Project:** Most often, an e-shop or other similar online system that you run on a domain name. You offer goods or services through it.

- 2.3. **Starting the service:** The point in time from which you will be entitled to use the agreed services. You must first have the concluded Framework Contract and any relevant Addendum. The launch of the service may be subject to our approval; if this is the case, we will try to do everything necessary on our part to as quickly as possible. However, the service can also be integrated directly into ThePay and can only be made available under the Framework Contract. In this case, the launch of the service depends on when you use it for the first time.
- 2.4. **ThePay:** ThePay is an all-smart, online, secure system solution that enables payments from customers to Clients and Electronic Money Operations. In ThePay you can see your ThePay Account and have a User Account set up for it. We may distinguish between ThePay for entrepreneurs and ThePay for consumers.
- 2.5. **Request for early termination of service:** The action you take in ThePay to terminate the service. After submitting a request for an early termination of the service, all claims, if any, against you will be calculated and paid off and automatically offset against the Available Balance.

### 3. Sender rules

- 3.1. The Sender Service ensures that the money credited to Sender Accounts, where it is held as Electronic Money, is converted back into non-cash money for the benefit of your customer's bank account. This is done as part of an automated API instruction. As soon as our technical resources and banking and non-banking partners allow, we will reverse the exchange of Electronic Money to your customer's bank account.
- 3.2. If you have applied to launch the Sender service, it is vital that you understand the Sender Terms and Conditions. We hold the authority to review and make changes to the launch approval of the service at any point in time. To use Sender, it is necessary to enter into the Framework Contract and any relevant Addendum if we require one to launch the service.
- 3.3. Please note that we may be unable to provide you with the Sender service or may need to restrict or disable it during your usage. We kindly request your understanding in such circumstances, as it may be necessary if we detect anything that goes against our Terms and Conditions, Sender Terms and Conditions, Governing Rules (such as bank and card company rules), or our internal regulations. We must proceed with caution. You agree that we will not disclose the reason for rejection, as sometimes we are not allowed to do so.
- 3.4. The Sender implementation connects the Project through a secure and encrypted protocol, enabling respective applications to communicate and automatically transfer payment to your customer's bank account.
- 3.5. Please note that it is your responsibility to arrange and bear the expenses for implementing any changes that we may require for various reasons. Please note that we cannot control the implementation process, and we will not be held responsible for any damages arising from it. We advise thorough testing before going live to prevent any potential issues.
- 3.6. We rather clarify that the Sender activation data we provide is solely for the approved Project. Using them elsewhere is prohibited under any circumstances. If this happens, we will detect it promptly and it may result in immediate termination of service.

- 3.7. The Sender may operate on other systems, and it is possible that their control environment differs from ThePay's environment, where you manage the Payment Gateway. Nevertheless, they must adhere to the same rules as ThePay, which are outlined in our Terms and Conditions. In essence, for the purposes of managing Sender, we consider ThePay to be an intelligent, online, and secure payment solution that enables Electronic Money Operations. It facilitates payments both from and to your customers, regardless of the appearance of these systems at first glance.
- 3.8. You must make every effort possible to prevent money laundering and terrorist financing, as defined in Act No. 253/2008 Coll., from occurring through the Sender service. You are obligated to immediately report any suspicious activity of your customers and prevent them from using the Sender service. You are required to reimburse us for any damages we incur as a consequence of breaching the anti-money laundering regulations.
- 3.9. You hereby acknowledge that we, as an obligated person in the field of anti-money laundering, are required to perform various identification steps, checks, and transaction monitoring on individuals involved in transactions in certain cases. Under these circumstances, it is necessary to comply with our requests for additional questions and to provide any necessary documentation. Failure to cooperate with any such requests may result in limitations or deactivation of the Sender service.
- 3.10. You are required to ensure the necessary protection and security of the Project against viruses or misuse by third parties by deploying appropriate technologies and using appropriate management and control systems (firewall, controlled access, server and software updates, proxy server, anti-virus programs). We are entitled to set security standards, even during the course of our partnership, and it is your responsibility to guarantee that they are met at your expense and within a designated timeframe.
- 3.11. We trust that you will safeguard your customers' personal data to prevent any misuse. It is essential to prevent any leakage of sensitive data and process personal information in accordance with the Governing Rules, particularly the GDPR.
- 3.12. We have the right to request information related to the operations of the Project, as well as the provision of services and goods to your customers. Visiting your business premises will only be considered as a last resort and in extreme cases. Nevertheless, your cooperation is essential to reach a satisfactory resolution.
- 3.13. Unfortunately, due to technical limitations of certain banking and non-banking partners, we cannot assure that Sender will always function as we expect. Our intention is for your intended recipient, to whom you wish to transfer funds via Sender, to receive the money in their bank account within a few minutes at the most. However, the banking and non-banking sectors are progressing swiftly, and we are confident that Sender will continue to improve in this respect.
- 3.14. By providing the goods and services and using Sender you agree to comply with the Terms and Conditions, the Sender Terms and Conditions and the Governing Rules. Furthermore, you solemnly promise to take reasonable steps in preventing violations of these regulations. You are already complying with the principles of technical writing quality. Therefore, you must not misuse the rights of third parties, infringe any intellectual property rights, disrupt the contractual relationship between us and our partners, or make any unauthorised or risky payments or have your customers make them.