

## TERMS AND CONDITIONS

**For the provision of payment services - execution of a transfer of funds in which neither the payer nor the payee uses a payment account with the payer's provider (remittance of money)**

**FAS finance company s.r.o.**

with its registered office at Bulharská 996/20, Vršovice, 101 00 Prague 10

Company ID: 055 31 047

registered at the Municipal Court in Prague, file number: C 265237

(hereinafter referred to as "**FAS finance company s.r.o.**")

### 1. INTRODUCTORY PROVISIONS

- 1.1. These terms and conditions govern the rights and obligations of FAS finance company s.r.o. and its clients in the provision of the following payment service in the sense of Act No. 370/2017 Coll., on Payment Systems, as amended (hereinafter referred to as the "**Payment System Act**").
- 1.2. According to these terms and conditions, the payment service consists of a transfer of funds (including transfers to and from abroad) in which neither the payer nor the payee uses a payment account with the payer's provider (i.e. remittance, hereinafter "**Money Service**"), based on registration of FAS finance company s.r.o. in the list of small-scale payment service providers maintained by the Czech National Bank under ref.: 2017/061698 / CNB / 570. The financial service is provided by FAS finance company s.r.o. through its foreign contractual partners involved in its on-line information system (hereinafter referred to as the "**System**", foreign partners hereinafter collectively referred to as the "**Partners**" or individually as the "**Partner**"), through which the Money Service is provided. A list of contractual partners and a list of currencies in which transfers can be made is available on the website at [www.fasfinance.com](http://www.fasfinance.com)

- 1.3. FAS finance company s.r.o. provides the Financial Service mainly through its sales Agents, with whom it has entered into an agency agreement on the basis of the relevant provisions of the Payment System Act, and who have been authorized by FAS finance company s.r.o. to, among others, enter into agreements on one-off payment transactions (hereinafter collectively referred to as “**Agents**” or individually as “**Agent**”), on the basis of which clients are represented through Agents on behalf of FAS finance company s.r.o. the payment of funds is mediated on the basis of the client’s instruction (hereinafter referred to as the “**One-Time Transaction**”) abroad to a person designated by the client (hereinafter referred to as the “**Beneficiary**”) and to whom was for this purpose issued a written confirmation of the possibility of providing the Financial Service by FAS finance company s.r.o. The list of Agents, including their establishments, in which they are entitled to offer the Money Service (hereinafter referred to as the “**Establishment**” or “**Premises**”) and the list of currencies in which transfers can be made, are available on the website at [www.fasfinance.com](http://www.fasfinance.com). In addition, all relevant and important information is communicated to the client upon request by the Agent.
  
- 1.4. These terms and conditions (hereinafter also referred to as “**business conditions**”) are an integral part of the payment service contract in the sense of § 127 letter b) of the Payment System Act (hereinafter referred to as the “**Agreement**”), on the basis of which FAS finance company s.r.o. performs a one-time transaction for the client. The rights and obligations arising from the Agreement and these terms and conditions are governed by the laws of the Czech Republic. All legal proceedings are conducted in the Czech language (with the possibility of communication in the languages specified in clause 6.2. of these terms and conditions)
  
- 1.5. For the purposes of this Agreement, the client is a client of FAS finance company s.r.o., who has entered into an Agreement with this company directly or through a Agent (hereinafter referred to as the “**Client**”).

## 2. CONTRACTUAL RELATIONSHIP

2.1. The Client who intends to use the Money Service must appear in person for the purpose of identification, or control, in the sense of § 7 and 8, or § 9 of Act No. 253/2008 Coll., On Certain Measures against the Legalization of Proceeds from Crime and Terrorist Financing, as amended, to the Establishment of the relevant Agent or to another place agreed with the Agent and to inform the Agents in particular:

- 2.1.1. their identification data (in the case of a natural person, these are: name, surname, date of birth, address of permanent residence, or address of current residence or correspondence address, telephone number, or e-mail address, citizenship; in the case of a legal person these are: company or business name, including a distinguishing suffix, identification number, registered office, or address of the actual performance of the activity or correspondence address, telephone number, or e-mail address) and an identity card with an image (photo) for acquisition of its photocopy or scanned version and recording of the type and number of the card, state, or the authority that issued it and the period of its validity, and in the case of a legal entity, the person acting on its behalf shall also submit an extract from the public register or an extract from a similar register, which may not be older than 3 months, unless otherwise provided by law; these documents must be submitted in Czech, English or Russian or must be officially translated into one of these languages,
- 2.1.2. the amount and currency of the funds which are to be the subject of the One-Time Transaction requested and which are received from the Client for this purpose by the Agent (hereinafter referred to as “**Received Funds**”),
- 2.1.3. the purpose and intended nature of the business or business relationship and the source of the Received Funds (as defined below),
- 2.1.4. the required payout point at which the transferred funds are to be paid to the Beneficiary (hereinafter referred to as the “**Payout Point**”), in one of the currencies specified by the relevant Partner (hereinafter referred to as “**Paid Funds**”), the Beneficiary’s name and current telephone number contact of the Recipient.

At the Client’s request, the Agent is obliged to prove his authority to act on behalf of FAS finance company s.r.o. to receive funds from the Client in connection with the One-Time Transaction or to pay out such funds and to perform other related acts with the original document of confirmation from FAS finance company s.r.o.

- 2.2. In the event that the Agent on behalf of FAS finance company s.r.o. will not refuse the provision of the Money Service required by the Client, he will notify the Client immediately of the total amount of the fee, which will be charged to the Client for the One-Time Transaction with addition of the Agent's commission (hereinafter "**Fee**"), and the exchange rate that will be used to convert the currency of the Received Funds into the currency of the transferred funds (hereinafter referred to as the "**Exchange Rate**"), make available or provide him with all information in connection with the Money Service, especially information pursuant to § 131 et seq. of the Payment System Act, and acquaints him duly with his rights and obligations, as well as with the wording of these business conditions in particular. For the transfer of funds of FAS finance company s.r.o. the provisions of Section 168 of the Payment System Act shall apply, and the One-Time Transaction shall be settled without delay, but no later than within thirty days from the conclusion of the Agreement (hereinafter referred to as the "**Settlement Deadline**").
- 2.3. Following the pre-negotiation of the terms of the One-Time Transaction in the sense of provision 2.2. of the business conditions and their preliminary approval by a Agent acting on behalf of FAS finance company s.r.o. and by the Client, the Agent shall complete with the Client's consent all data necessary for the execution of the One-Time Transaction (especially the Client's identification data, the Beneficiary's identification data, One-time Transaction and Exchange Rate data, transaction code (unique identifier) on the basis of which the Beneficiaries will be paid the Paid Funds - hereinafter collectively referred to as the "**Code**") into an electronic form in the System or possibly another relevant system (hereinafter referred to as the "**Form**"), which is then printed out and submitted to the Client for reading, checking and approval. If the Client agrees with the content of the Form, as well as with the correctness of the stated data, he will confirm the conclusion of the Agreement, as well as the fact that all information in connection with the Financial Service, especially in accordance with the provisions of § 131 et seq. of the Payment System Act was duly made available to him, or provided, with his handwritten signature. The Client is obliged to carefully protect the assigned Code and other data related to the One-Time Transaction from loss, disclosure or any misuse and acknowledges that neither FAS finance company s.r.o. nor Agent do bear any responsibility for any misuse or other damage caused in connection with the publication, loss or misuse of the Code or other data
- 2.4. Agreement between the Client and FAS finance company s.r.o. is closed when all the following conditions are met: a) Agent, resp. a person authorized to act on his behalf, and the Client shall provide the printed Form with their handwritten signatures, b) the Client shall hand over the entire amount of Received Funds to the Agent and c) the Client shall pay the relevant Fee (including the Agent's commission).
- 2.5. FAS finance company s.r.o. on the basis of data entered into the System by the Agent no later than the next working day after the conclusion of the Agreement (unless otherwise stipulated in the relevant provisions of the

Payment System Act) files a notice regarding the provision of payment of the Paid Funds to the Beneficiary into the relevant System shared with the relevant Partner. Based on this notice, the relevant Partner will be ready to pay the Paid Funds to the relevant Beneficiary at the relevant Payout Point within the agreed Settlement Period during its normal business hours, based on proper identification by the Beneficiary and communication of the Code, amount, currency and possible conditions set for the implementation of the payment (especially the conditions required by law, including regulations against money laundering and terrorist financing resulting primarily from § 7 et seq. of Act No. 253/2008 Coll., on certain measures against money laundering and financing of terrorism, as amended).

- 2.6. Immediately after performing the above-mentioned first identification, or control of the Client (provision 2.1. of the Terms and Conditions), a Agent may issue a card to the Client with a unique client number relating to the Client's person (hereinafter referred to as "**ID**") proving the proper execution of his identification, or controls (hereinafter referred to as the "**Client Card**"). The Client is obliged to store the Client Card, including the ID, in such a way that it is not lost, destroyed, stolen or misused, and in particular must not allow any third party to become acquainted with the ID assigned to him. If the Client Card is lost, destroyed, stolen or misused or if any third party becomes acquainted with the Client's ID, the Client is obliged to inform FAS finance company s.r.o. or its Agent of this immediately in a provable manner, request the blocking of the Client Card and, if necessary, request the issuance of a new Client Card. At the latest upon receipt of the Client Card (or at the latest upon signing the Form, if the Client Card is not issued to the Client), the Client is obliged to get acquainted with the current wording of the business conditions, and at the same time, all information in the sense relevant to the Payment System Act will be made available or provided to him, and all questions asked will be answered by FAS finance company s.r.o., its authorized persons or the Agent.
- 2.7. In case of a payment service of the remittance of funds from abroad, the procedure of identification or control of the Beneficiary is in a similar manner as described in particular in clause 2.1. of business conditions and in relation to the Recipient the conditions specified in particular in Article 3 of clause 2.2 must be met. The beneficiary is thus obliged, among other things, to inform the Agent of the Code (unique transaction identifier) assigned to the given payment service and communicated to the sender of funds abroad, to duly prove his identity and to allow photocopies or scanned versions of documents submitted to be made. In case of non-fulfillment of conditions or in case of doubts about the legitimacy of payment of transferred funds to a certain person, the Agent is entitled to refuse to make such payment and will proceed in accordance with provision 3.6. or clause 4.3 of business conditions.

### 3. OTHER TERMS OF SERVICE

- 3.1. The Client is entitled to unilaterally change or cancel the One-Time Transaction in writing, but only until the relevant Partner pays out the Funds to the Beneficiary (hereinafter referred to as the “**Cancellation Conditions**”). After the payout of the Paid Funds to the Beneficiary, the One-Time Transaction can no longer be changed or canceled.
- 3.2. The Client who intends to change or cancel the One-Time Transaction must appear in person at the registered office of FAS finance company s.r.o., at the relevant premises or at another place agreed with the Agent for these purposes and fill in the relevant request for change or cancellation of One-Time Transaction (hereinafter referred to as “**Change/Cancellation Request**”). The Client shall submit Change/Cancellation Request duly, completely and truthfully filled in and signed along with a copy of the Form directly or through a Agent of FAS finance company s.r.o. who without undue delay after receiving the Request, checks whether the Cancellation Conditions are met. If the Cancellation Conditions are met, FAS finance company s.r.o. or its Agent will return the the Received Funds to the Client in cash at the relevant Premises of the Agent at which the Agreement was concluded or at another place agreed in advance with the Agent for these purposes, in which case FAS finance company s.r.o. has the right to collect a cancellation fee in the amount corresponding to the Fee (hereinafter referred to as the “**Cancellation Fee**”); FAS finance company s.r.o. directly or through a Agent is entitled to unilaterally set off mutual receivables of FAS finance company s.r.o. and the Client, from any funds of the Client that FAS finance company s.r.o. or its Agent has available. If the cancellation of a One-Time Transaction is performed, the legal effects of the Agreement shall cease. Except as provided in this paragraph, the Client is not entitled to request a refund of funds that are the subject of a One-Time Transaction.
- 3.3. The Agent is entitled at his own discretion in the interest of FAS finance company s.r.o. to limit the amount that may be the subject of a One-Time Transaction; The Agent will inform the Client of such a possible restriction before concluding the Agreement.

- 3.4. The Client is obliged to pay a Fee for a One-Time Transaction through the Agent of FAS finance company s.r.o., the amount of which is determined on the basis of the amount of Received Funds for a given One-Time Transaction according to the current tariff of FAS finance company s.r.o. valid on the day of concluding the Contract and is increased by the relevant commission of the Agent. The current tariff is available on the website [www.fasfinance.com](http://www.fasfinance.com) and the Establishment; FAS finance company s.r.o. reserves the right to make changes to the tariff at any time. Information on the current amount of the Agent's commission is available from the relevant Agent at his Premises, or on his website. The Client is obliged to pay the relevant Fee at the latest together with the relevant amount of Received Funds for the given One-Time Transaction. The fee is set and paid in EUR or in another currency specified by FAS finance company s.r.o.; the currency information is always stated in the Form.
- 3.5. The exchange rate of FAS finance company s.r.o. applies to the conversion of the amount of Received Funds into the relevant foreign currency of the transferred funds for a given One-Time Transaction specified in the Agreement, resp. in the Form. Information on current exchange rates for FAS finance company s.r.o. are available on the website [www.fasfinance.com](http://www.fasfinance.com). Information on the Agent's current exchange rate is available from the relevant Agent at his Premises or on his website.



3.6. If the Beneficiary fails to pay out the Paid Funds, in particular because the Beneficiary does not personally collect the Paid Funds (or otherwise does not meet the conditions for their payment) within the Settlement Period, i.e. no later than 30 days from the conclusion of the Agreement, FAS finance company s.r.o. through the Agent provide the Client at his request, with reasonable cooperation, which can be reasonably required, in order to eventually succeed in removing obstacles to the implementation of the payment. If these obstacles cannot be removed and the transferred funds paid out to the Beneficiary on the basis of the relevant One-Time Transaction even within 30 days from the date of the Client's request for cooperation to remove obstacles preventing the payment, the FAS finance company s.r.o., resp. Agent's obligation to mediate the implementation of the payment of the Paid Funds to the Beneficiary ceases. If the reason for which it was not possible to pay out the Paid Funds to the Beneficiary was not caused by FAS finance company s.r.o. or the Agent (i.e. especially if the reason is incorrect or false information provided by the Client, the fact that the Beneficiary did not collect the Paid Funds or that he did not meet another condition for the implementation of their payment), FAS finance company s.r.o. regardless of the fact that the payment has not been made, has the right to remuneration in the amount corresponding to the Fee for the given One-Time Transaction. The Client expressly agrees that FAS finance company s.r.o. directly or through a Agent, is entitled to set off the Fee paid by the Client unilaterally against any receivable of the Client for FAS finance company s.r.o., from any funds of the Client available to FAS finance company s.r.o. FAS finance company s.r.o. directly or through the Agent, at the Client's written request, returns to the Client the amount deposited by the Client for the given One-Time Transaction without undue delay, in cash, in the same currency, and in the same amount (i.e. the amount of Received Funds) after previous unilateral set-off of the remuneration in the amount corresponding to the amount of the Fee, for which the Client undertakes to provide all necessary cooperation. However, the Client is in any case obliged to request a refund of the relevant amount no later than in the time and manner specified for the complaint under the Terms and Conditions, otherwise such a request will not be taken into account and all claims of the Client relating to the relevant One-Time Transaction expire. In the event of a breach of the Client's obligations stated in the previous sentence, the Client and FAS finance company s.r.o. negotiate the claim of FAS finance company s.r.o. against the Client for a contractual penalty in the amount of the Received Funds. This does not affect the right of FAS finance company s.r.o. to compensate for damage.



- 3.7. FAS finance company s.r.o. and its Agents are also entitled to refuse to provide the Money Service at any time, resp. refuse to enter into the Agreement with any person, in particular (but not exclusively) if the conditions for concluding the Agreement are not met, resp. implementation of a One-Time Transaction, and/or if so provided by law (especially Act No. 253/2008 Coll., on Certain Measures against the Legalization of Proceeds from Crime and Terrorist Financing, as amended) and/or if the FAS finance company s.r.o. or its Agent suspects that the Client is committing fraudulent or other illegal actions against them. In the event of such a refusal, FAS finance company s.r.o. directly or through the Agent informs the Client of the reasons for such a refusal, unless this is in conflict with the requirements of legal regulations and/or decisions or orders of the relevant state administration body or court.
- 3.8. If the Client believes that the One-Time Transaction did not take place in accordance with the Agreement, he is entitled to file a complaint against FAS finance company s.r.o. by means of the relevant complaint form signed by the Client and submitted to the Agent with whom the One-Time Transaction was concluded (hereinafter referred to as the “**Complaint**”). The Complaints Procedure, including the specific procedure for individual complaints, including, among others, deadlines for their settlement, is available on the Provider’s website [www.fasfinance.com](http://www.fasfinance.com).
- 3.9. By concluding the Agreement, the Client acknowledges and agrees that FAS finance company s.r.o, Partner and Agent are not obliged to verify or control in any way the data (their accuracy or veracity) communicated by the Client for the purposes of the One-Time Transaction and are not liable for any damage or other harm, which the Client or any third party suffers in particular as a result of incorrectness or untruthfulness or misuse of data.

#### 4. FULFILLMENT OF LEGAL OBLIGATIONS

- 4.1. FAS finance company s.r.o., the Agent, the Client and the Beneficiary are obliged to fulfill all obligations and respect all restrictions and conditions stipulated by valid legal regulations, the subject of which is the fight against money laundering and terrorist financing, especially those stipulated by Act No. 253/2008 Coll. on certain measures against money laundering and terrorist financing, as amended, and then to fulfill all obligations and respect all restrictions and conditions set by Act No. 69/2006 Coll. on the implementation of international sanctions, as amended.
- 4.2. In order to fulfill the above obligations, FAS finance company s.r.o., resp. the Agent, the Client and the Beneficiary provide each other with the maximum possible cooperation in this regard; Prior to concluding the Agreement, the Client is obliged, at the request of FAS finance company s.r.o., the Agent or persons authorized by them, to allow his identification and/or control in accordance with the relevant provisions of Act No. 253/2008 Coll., as amended, and especially for this purpose. provide and submit without delay all required documents, information and explanations and fill in all required forms and questionnaires completely and truthfully, especially but not exclusively, in order to identify/verify the real owner, review the Client's funds, verify the purpose and intended nature transactions, etc., while in case of providing incorrect, incomplete or false data neither FAS finance company s.r.o. nor the Agent do bear any responsibility for damages or injuries caused as a result of such incorrectly, incompletely or untruly provided data to the Client, the Beneficiary or any third party. Any changes in the data provided by the Client in connection with the Money Service (especially a change in contact details, the intended nature of the business or the source of funds) must be immediately (within 5 working days) notified to FAS finance company s.r.o.
- 4.3. The client acknowledges that FAS finance company s.r.o. or the Agent is entitled to postpone the execution or not to carry out the One-Time Transaction at all, if required or permitted by law, in which case they will inform the Client of this fact, unless it conflicts with legal requirements and/or decisions or orders of the relevant state administration body or court. The Client further expressly acknowledges that FAS finance company s.r.o. directly or through a Agent, shall notify any so-called suspicious transaction within the meaning of Section 6 of Act No. 253/2008 Coll., as amended, to the Financial Analytical Office, if required by law.

4.4. The body supervising the activities of FAS finance company s.r.o. in the area of providing the Money Service is the Czech National Bank, with its registered office at Na Příkopě 28, Prague 1, postal code: 115 03. It is possible to address a complaint on the FAS finance company s.r.o. or its Agent to this body if the Client believes that FAS finance company s.r.o. or its Agent violated the provisions of a legal regulation relating to the Money Service. Before exercising the right to file a complaint or before filing a motion to initiate judicial or administrative proceedings, the Client/Beneficiary is obliged to use the possibility of an amicable out-of-court settlement with FAS finance company s.r.o. by delivering the Complaint in the sense of the business conditions or a written request for an amicable out-of-court settlement of a breach of a legal regulation which the Client/Beneficiary objects to. If the company does not respond to this request, which, in addition to the description of the alleged violation, the provisions of the legal regulation, or its designation, must also contain the necessary identification data on the Client/Beneficiary including his correspondence address, and on the relevant One-Time Transaction, within thirty days from the day of demonstrable delivery of the complaint to FAS finance company s.r.o. or the Agent who was to perform the One-Time Transaction, it is considered that the Client/Beneficiary's obligation to use an amicable out-of-court settlement of the dispute has been fulfilled.

## 5. PROTECTION OF PERSONAL DATA AND SENDING OF COMMERCIAL MESSAGES

5.1. By concluding the Agreement, the Client, who is a natural person, acknowledges that for the purposes of fulfilling the Agreement and other obligations of FAS finance company s.r.o. or its Agents arising from legal regulations, he provides its personal data, which are subject to protection under Regulation (EU) 2016/679 of the European Parliament and of the Council, on the protection of individuals with regard to the processing of personal data and free movement of such data and repealing Directive 95/46 / EC (General Data Protection Regulation) (hereinafter "**GDPR**"). By concluding the Agreement, the Client also confirms that he has thoroughly and comprehensibly acquainted himself with the information concerning personal data protection in the sense of GDPR (Privacy Policy) published on [www.fasfinance.com](http://www.fasfinance.com), and is aware of all the above provisions and fully understands and accepts his rights.

5.2. Furthermore, by concluding the contract, the Client acknowledges that the fulfillment of obligations under the concluded contract is not conditioned by the granting of consent to the processing of personal data.

- 5.3. The Client acknowledges that he is obliged to state his personal data (including during registration, in his user account, when ordering from the web interface) correctly and truthfully and that he is obliged to inform FAS finance company s.r.o. about changes in the personal data
- 5.4. By processing the Client's personal data, FAS finance company s.r.o. can entrust a third party as a processor, in accordance with the general regulation on the protection of personal data.
- 5.5. The Client acknowledges that in accordance with the GDPR, FAS finance company s.r.o. is authorized, within the scope of its legitimate interests as a controller of personal data for the purposes of direct marketing, to send the Client occasional business communications. The Client may express his disagreement with sending of such messages by a written request sent to the address [info@fasfinance.com](mailto:info@fasfinance.com).

## 6. FINAL PROVISIONS

- 6.1. These business conditions are effective from 1.11.2018.
- 6.2. All information concerning in particular the Money Services / One-Time Transactions / Agreement is provided by FAS finance company s.r.o. and its Agents to the Client in Czech, Russian or English languages. All communication between FAS finance company s.r.o., its Agents and the Client concerning the Money Service / One-Time Transactions / Agreement takes place in the Czech language. By concluding the Agreement, the Client declares and confirms that he fully understands all communication or any texts stated in the Czech language (or in the languages mentioned above).
- 6.3. These terms and conditions are an integral part of each Agreement; each Agreement, resp. Form, contains an explicit reference to the terms and conditions. By signing the Form (Agreement), the Client simultaneously confirms his explicit, complete and unconditional consent to the wording of the current business conditions. By signing the Form (Agreement), the Client further confirms that he has read the content of the business conditions in detail before concluding the Agreement and that they have been duly and completely made available to him, resp. provided, all information required by the Payment System Act, as amended, in particular the information resulting from the provisions of § 131 et seq. of this Act, as well as all information about its rights arising from the GDPR.

- 6.4. Current wording of the complete business conditions of FAS finance company s.r.o. is also posted in each Establishment and is also located on the website [www.fasfinance.com](http://www.fasfinance.com). The wording of the relevant generally binding legal regulations relating to the Money Service is also available at each Establishment, as well as all information that is to be provided or made available to the Client in connection with the Money Service.
- 6.5. FAS finance company s.r.o. reserves the right to make any changes to its terms and conditions without prior notice. Unless otherwise stipulated in any provision of these terms and conditions and unless the nature of such provision precludes it, the relevant provisions of other terms and conditions of FAS finance company s.r.o. may be applied to matters not regulated by these terms and conditions.
- 6.6. If any provision of these Terms and Conditions is or becomes invalid, apposite or unenforceable, it will not affect the validity and enforceability of other provisions of these Terms and Conditions or the Agreement, if such provision can be separated from these Terms or the Framework Agreement as a whole and if it is assumed that the legal action would have taken place even without an invalid part.