

TERMS AND CONDITIONS OF FAS FINANCE COMPANY S.R.O.

For the provision of payment services - maintaining a payment account and transferring funds from a payment account

1. GENERAL PROVISIONS

- 1.1. The General Terms and Conditions of FAS finance company s.r.o., issued pursuant to Section 1751 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "**GTC**"), regulate the basic conditions under which the Provider provides its Clients with payment services consisting in the execution of non-cash transactions with foreign currency and the execution of payment transactions (hereinafter referred to as the "**Services**").
- 1.2. The Provider provides services to the Client on the basis of the framework agreement on payment services concluded between the Provider and the Client (hereinafter referred to as the "**Agreement**") and the GTC, which are an integral part of the Agreement. Unless otherwise stated in the Agreement, the provisions of the Agreement shall prevail over the GTC.
- 1.3. Information about the Provider:
FAS Finance company, s.r.o.
with its registered office at U Sluncové 666/12a, Karlín, 186 00 Prague 8, Czech Republic, ID No: 05531047
a company registered with the Municipal Court in Prague, file no: C 265237
e-mail: info@fasfinance.com www.fasfinance.com
("**Provider**");
- 1.4. The Provider holds a permit to perform the activities of a small scale payment provider under the AFR (Act of Financial Relations), which was issued by the Czech National Bank under no. 2017/061698/CNB-570. The Provider is authorised to provide payment services pursuant to Section 3 (1) (c), (e) and (f) of the AFR.
- 1.5. The Client declares that, prior to the provision of the Services, he/she has been informed by the Provider about the content of the Agreement, the GTC and the Price List, information about the Provider's person, basic information about the services provided, or other important information regarding the terms and conditions of service provision (hereinafter referred to as "**important information**"). All important information is placed on the Provider's website.

- 1.6. The Client agrees to be informed of any material change in important information or other changes, in particular through the Provider's website or through the Internet Banking payment means. The Client declares that he/she has access to the Internet service, uses this service regularly and has the opportunity to familiarize himself/herself with the information provided on the Provider's website or through the Internet Banking payment means before each provision of the service.
- 1.7. The Client and the Provider have agreed on e-mail correspondence as a common method of communication and a common method of transmitting information in connection with the Agreement. Email correspondence will be sent by the Provider to the email address provided by the Client. The Provider is entitled to send e-mail and letter commercial communications to the Client related to the offer of services.

2. DEFINITION OF BASIC TERMS

- 2.1. **Client** - a natural or legal person who has concluded a Agreement with the Provider on the basis of which services are provided to it.
- 2.2. **User** - the Client or a person authorised/entrusted by the Client to act on behalf of the Client in connection with the Agreement.
- 2.3. **List of Users** - a list of persons authorized to act on behalf of the Client in connection with the Agreement, including the legally required identification data and signature specimens.
- 2.4. **Payment services** - payment services pursuant to Section 3(1) (c), (e) and (f) of the AFR, which the Provider is authorised to provide on the basis of the CNB authorisation.
- 2.5. **Payment Transaction** - the deposit of funds on the CPA, the withdrawal of funds from the CPA or the transfer of funds if carried out within the Payment Service.
- 2.6. **Payment Order** - the Client's instruction to execute a Payment Transaction within the meaning of Section 2(3)(c) of the AFR.
- 2.7. **Client Payment Account (CPA)** - a registration account maintained by the Provider for the Client, which is used to register the Client's funds entrusted to the Provider for the execution of Payment transactions. The CPA is denominated in EUR.
- 2.8. **Internet Banking** - a payment means through which payment orders can be submitted to the Provider; through Internet Banking, the current balance and transaction history on the CPA can be monitored
- 2.9. **Access data** - username and password used by the Client for the first step in the two-step authentication process when entering Internet Banking.

- 2.10. **Verified telephone number** - the contact telephone number provided by the Client to the Provider in the Agreement.
- 2.11. **Non-cash trade with foreign currency** - purchase or sale of funds in Czech or foreign currency for funds in another currency, which takes place by a non-cash transfer of funds from/to the CPA.
- 2.12. **Available Currency** - the currency that the Client sends/sent to the Provider for the purpose of execution of his/her Payment Order.
- 2.13. **Sent currency** - the currency that the Provider has sent to the beneficiary's account for the Client's order.
- 2.14. **Currency conversion** - non-cash transaction with foreign currency; if the Available Currency and the Sent Currency differ, the Provider shall perform currency conversion according to the exchange rate offered by the trading system and accepted by the Client in the Payment Order.
- 2.15. **Incorrect description of the Client's payment** - Client's funds credited to a separate account specified by the Provider, whose identifier (variable symbol) does not match the Client's identifier assigned in the Agreement.
- 2.16. **Erroneous payment order** - a Client's payment order, the execution of which has been rejected by the sending bank, or which is later corrected, supplemented or disputed by the Client.
- 2.17. **List of available currencies** - The list of available currencies is subject to change. The current list is available on the Website.
- 2.18. **The moment near the end of the operating hours** - within the meaning of Section 158 of the AFR is set by the Provider at 3:45 pm.
- 2.19. **Provider's operating hours** - every working day from 10:00 am to 5:00 pm.
- 2.20. **Website** - Provider's website www.fasfinance.com
- 2.21. **AFR** - Act No. 370/2017 Coll., on Financial Relations.
- 2.22. **ZAML** - Act No. 253/2008 Coll., on certain measures against the legalization of proceeds of crime and financing of terrorism.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 3.1. **The Provider** undertakes to provide services with professional care and in accordance with the Client's instructions
- 3.2. The Client is obliged to provide the Provider with all necessary cooperation in fulfilling its obligation under the Agreement, in particular to provide the Provider with all relevant information and documents.
- 3.3. The Client acknowledges and agrees that in connection with the Agreement, the Provider or a third party contractually obliged to it, including a foreign party, collects, processes and stores his/her personal data, including his/her personal identification number, to the extent necessary for the exercise of

rights and the performance of obligations under the Agreement, and will carry out this activity for the entire duration of the Agreement or the duration of legal relations arising from or relating to the Agreement. The Provider undertakes to comply with all obligations arising from Act No. 110/2019 Coll., on the processing of personal data and from the General Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of personal data (hereinafter referred to as the "GDPR"). By concluding the Agreement, the Client confirms that he/she has been thoroughly and comprehensibly informed of the information concerning the protection of personal data within the meaning of the General Data Protection Regulation (provided to him/her as an annex to the Agreement or published at www.fasfinance.com), and that he/she fully understands and acknowledges all the above provisions as well as his/her rights.

- 3.4. The Provider is entitled to refuse to provide the service if:
 - 3.4.1. the parties to the Agreement do not agree on all the terms and conditions of its provision,
 - 3.4.2. The Client fails to provide the Provider with all the information and documentation necessary for the proper performance of the requested service in a proper and timely manner; or
 - 3.4.3. if so provided by law.
- 3.5. The Provider is not obliged to accept a document about whose authenticity, completeness or accuracy it has doubts and which the Provider considers necessary for the proper performance of the requested service, and in such a case is entitled to ask the Client to provide additional information and documents that it considers necessary to prove the authenticity, completeness or accuracy of the information or document in question. The Provider is entitled to require verification of the signature of the Client or a person authorized by the Client. In such a case, the Client is obliged to comply with the Provider's request.
- 3.6. The Provider shall execute only such payment orders, instructions and requests of the Client that are complete, correct, certain, comprehensible and made in accordance with the AFR, the Agreement and the GTC.
- 3.7. The Client shall not be entitled to transfer, assign, pledge or otherwise encumber any rights or obligations under the Agreement without the prior written consent of the Provider.
- 3.8. Persons on the User List are authorised to accept services and sign instructions and payment orders on behalf of and for the account of the Client. However, such persons are not authorized to amend, supplement or cancel the Agreement unless they are authorized to do so by a specific power of attorney granted by the Client.
- 3.9. The Client is obliged to claim the data contained in any documents received from the Provider without undue delay after their receipt. If the Client fails to do so, it shall be deemed that the Client agrees with all the information contained in the documents.
- 3.10. The Provider is entitled to demand from the Client a fee for the services

provided, which is set out in the Price List and which is paid in the manner specified in the Agreement. In the event that the Client's Payment Account does not have sufficient funds to pay the fee, the Provider is entitled to suspend the provision of services to the Client under the Agreement.

- 3.11. The Client is entitled to obtain from the Provider, on the basis of a written (email) request, the content of the Agreement and other information specified in the AFR. Upon receipt of the request, the Provider shall send a copy of the Agreement, the GTC and the Price List, or other information requested by the Client, to the Client's email address without undue delay
- 3.12. During the term of the Agreement, the Client is always entitled to request the information referred to in Sections 134 to 139 of the AFR.

4. ESTABLISHMENT AND MAINTENANCE OF THE CPA

- 4.1. The Provider shall set up a CPA for the Client after the conclusion of the Agreement. The CPA is used to record funds entrusted to the Provider in connection with the execution and recording of payment transactions executed by the Provider for the Client on the basis of the Agreement.
- 4.2. The CPAs of individual Clients are identified by the Agreement number assigned to the Client by the Provider.
- 4.3. Funds held on a CPA are not subject to interest.
- 4.4. To ensure higher security, the Provider may assign a password to the Client, which the Client is obliged to keep secret and prevent its disclosure to a third party. When contacting the Client by telephone, an authorized employee of the Provider is entitled to ask the Client to provide this password at any time. If the Client refuses to provide the password to the Provider's authorized employee or if such person provides an incorrect password, the Provider's authorized employee shall terminate the telephone call.
- 4.5. By signing the Agreement, the Client agrees to the provision of a statement of turnover and balance on his/her CPA via the Internet Banking payment means. The Client undertakes to check the accuracy of the statement without undue delay after it is made available to him/her and, in the event that he/she discovers any discrepancy, to notify the Provider of such discrepancy within 30 days at the latest. If the Client does not notify the Provider of the identified discrepancies within the specified period, it is assumed that the Client has approved the data in the statement as correct. If there is no payment transaction on the CPA in the relevant calendar month, a statement shall not be sent to the Client.
- 4.6. The CPA can be used mainly for the following transactions:
 - 4.6.1. Credit
 - a) Receiving payment on the CPA
 - b) Conversion based on the Client's order (credit side)
 - c) Deposit of principal for an over-limit payment order

4.6.2. Debit

- a) Debiting the payment in favour of the payee according to the Client's order
- b) Conversion as instructed by the Client (debit side)
- c) Settlement of principal for over-limit payment order
- d) Fees for services provided according to the current Price List

4.7. The fees that the Client is obliged to pay to the Provider for individual operations are specified in the currently valid Price List of the Provider's services.

4.8. All operations with the Client's funds on the CPA are authorized only by the User. Without an order, the Provider is entitled to debit funds from the CPA for the following reasons:

- 4.8.1. in the settlement of a due claim between the Provider and the Client;
- 4.8.2. for the purpose of settlement of mutual claims of the Provider and the Client upon cancellation of the CPA;
- 4.8.3. for the payment of remuneration for the provision of services under the Agreement and these GTC;
- 4.8.4. on the basis of an enforceable decision of the competent authority;
- 4.8.5. in other cases provided for by law.

4.9. The Provider shall not be liable for damage caused by the Client's carelessness or negligence when using the CPA.

4.10. The Provider shall consider the CPA inactive if no payment transactions are made in the CPA in the last 6 months and the balance in the CPA is negative. The Provider shall also be unilaterally authorized to deactivate the CPA. Fees in the CPA shall be charged according to the current Price List up to the time of the CPA deactivation. Before deactivating the CPA the provider shall call on the Client to settle the negative balance and draw attention to the possible deactivation of the CPA if the Client does not settle the negative balance. The Provider shall inform the Client of the subsequent deactivation of the CPA. The Provider shall be authorised to even up the negative balance on the CPA deactivation date in order to deactivate the CPA so the CPA has a zero balance.

5. NON-CASH PAYMENT SERVICES

5.1. The Provider executes payment services on the basis of Payment Orders entered by the Client. In particular, the Provider executes Payment Orders related to non-cash transactions with foreign currency, i.e. Currency Conversion. If the fact according to point 5.7.2 does not occur, payment orders are executed during the Provider's Operating Hours.

5.2. Sending the payment

5.2.1. The Client specifies in the Payment Order:

- a) The type and quantity of the Currency Sent (or only the type of Currency Sent),
- b) Description of the account of the recipient of the Payment to be

sent,

c) The type of Available Currency (or both the type and amount of Available Currency) that the Client entrusts to the Provider for the purpose of executing his/her Payment Order,

d) The due date of his/her Payment Order, if no due date is specified, the order shall be deemed to be executed as soon as possible but no later than the next Business Day after the date of receipt of the Payment Order.

5.2.2. The Provider will complete the following in the Payment Order before authorization by the Client:

- a) The exchange rate for the conversion of the Available Currency to the Sent Currency (if the Available Currency and the Sent Currency are different),
- b) Quantification of service fees,
- c) The amount of Available Currency that will be debited from the Client's CPA for the purpose of executing his/her payment order,
- d) Account description and communication of a unique identifier for sending funds to execute the Client's Payment Order if there is insufficient Available Currency on the CPA,
- e) The maximum time limit for the execution of the Client's Payment Order.

5.3. Receipt of payment

5.3.1. Payment to CPA can be made

- a) by wire transfer to CPA,
- b) Cash deposit to the CPA.

5.3.2. The Client or sender of the payment made to CPA is obliged to mark the payment with the assigned unique identifier.

- a) The identifier of an unreported deposit to the CPA is the Client's Agreement number,
- b) The Client's payment identifier, which is linked to the Payment Order entered by the Client, is the variable payment symbol assigned by the Provider.

5.4. Rules for arranging and settling a non-cash foreign currency transaction.

5.4.1. If the Client's Payment Order includes a Currency Conversion from the Available Currency to the Outgoing Currency in favour of the payee, then the Client is obliged to ensure that there are sufficient funds on his/her CPA in the Available Currency to settle the requested Currency Conversion no later than on the due date of the Payment Order.

5.4.2. If the Client fails to fulfil its obligation under clause 5.4.1, then the Provider

- a) cannot execute the Payment Order placed by the Client and is released from all its obligations assumed by accepting this Payment Order,
- b) may withdraw from the agreed non-cash foreign currency transaction and charge the Client a fee for cancellation of the entered

Payment Order with conversion according to the applicable Price List.

- 5.5. In the event that the Client and the Provider agree to extend the due date of the Client's Payment Order, the Client also accepts the corresponding extension of all statutory deadlines for the execution of the order (Section 168 to Section 171 of the AFR).
- 5.6. Authorisation of the Payment Order by the Client takes place electronically through the Internet Banking payment means - by entering the verification code from the SMS delivered to the Client's registered mobile phone number or through the Google application. Authenticator to the payment order created by him/her and sending the order for processing through the payment means.
- 5.7. Unless otherwise stated in the GTC, the moment of acceptance of a Payment Order means the moment when the following conditions are met:
 - 5.7.1. The Provider has received a Payment Order from the User and
 - 5.7.2. The Client has fulfilled its obligation to transfer funds (including funds to cover any fees) in the agreed amount to its payment account with the Provider. For all entered and authorized orders, if they are received after the moment close to the end of the Provider's Operating Hours, they shall be deemed to have been received at the beginning of the Operating Hours of the following Business Day.
- 5.8. Revocation of the Payment Order at the Client's initiative cannot be made after receipt of the confirmation of receipt of the Payment Order, or after the moment of receipt of the Payment Order according to the previous paragraph.
- 5.9. Refusal to execute a Payment Order is permissible only in accordance with legal regulations and the Provider shall notify the Client of this fact by sending information via the Internet Banking payment means or to the Client's registered e-mail.
- 5.10. System of payment
 - 5.10.1. Domestic payment transactions are considered to be payments in Czech currency in the territory of the Czech Republic. A domestic payment transaction is a payment transaction on the basis of a payment order for the transfer of funds in Czech currency, exclusively if both the payer and the payee have a payment account or other similar account with a financial institution (in particular a bank, savings cooperative, payment institution, etc.) in the territory of the Czech Republic (hereinafter referred to as a "Domestic Payment Transaction")
 - 5.10.2. A Foreign Payment Transaction is any payment transaction that is not a Domestic Payment Transaction ("Foreign Payment Transaction"). A Foreign Payment Transaction means a payment transaction that does not meet the conditions of a domestic payment transaction pursuant to Article 5.10.1 of these GTC.
- 5.11. A payment order for a Domestic Payment Transaction must contain in particular the following information:
 - 5.11.1. The recipient's bank details - account number and bank identification code

- 5.11.2. The numerical amount to be transferred in Czech crowns
- 5.12. A payment order for a Domestic Payment Transaction may also contain the following information:
 - 5.12.1. Maturity date - the date on which the funds are to be debited from the CPA (if not specified, maturity occurs after all other conditions for execution of the Payment Order have been met)
 - 5.12.2. variable symbol
 - 5.12.3. specific symbol
 - 5.12.4. enabled constant symbol
 - 5.12.5. payment title
 - 5.12.6. additional text for the use of the payer or recipient
- 5.13. A payment order for a Foreign Payment Transaction must contain in particular the following information:
 - 5.13.1. Recipient's bank connection - IBAN account number
 - 5.13.2. the name of the beneficiary's bank and the SWIFT (BIC) code of the beneficiary's bank
 - 5.13.3. Beneficiary country code
 - 5.13.4. the numerical amount to be transferred in Czech crowns
 - 5.13.5. fee type - indication which party will pay the fees (OUR, SHA)
 - 5.13.6. Maturity Date - the date on which the funds are to be debited from the Account (if not specified, maturity occurs after all other conditions for execution of the Payment Order have been met)
- 5.14. A Payment Order for a Foreign Payment Transaction may also have the following details:
 - 5.14.1. payment title
 - 5.14.2. additional text for the use of the payer or recipient
- 5.15. Payment transactions between payment accounts held by the Provider
 - 5.15.1. In the case of a Payment Order for the transfer of funds in Czech currency to another payment account held by the Provider, the provisions of 5.11 et seq. shall not apply and the Payment Order for such a transaction shall contain in particular the following data:
 - a) Beneficiary designation within the Provider's system
 - b) The numerical amount to be transferred in the relevant currency.
 - 5.15.2. A Payment Order for a transaction between payment accounts held by the Provider may also contain the following information:
 - a) Maturity date - the date on which the funds are to be debited from the CPA (if not specified, maturity occurs after all other conditions for the execution of the Payment Order have been met);
 - b) variable symbol
 - c) payment title
 - d) additional text for the use of the payer or recipient

6. USE OF INTERNET BANKING PAYMENT MEANS

- 6.1. After the conclusion of the Agreement, the Client/User is provided with access to the Internet Banking payment means with a username and password by the Provider. Subsequently, the Client/User registers his/her mobile phone number, through which he/she will receive an SMS with verification codes for payment orders or is set up for authorization through the Google Authenticator application.
- 6.2. Anyone who logs into the Internet Banking payment means with his/her login name and password and is subsequently authorized is considered by the Provider to be an authorized User.
- 6.3. Payment orders entered into Internet Banking require subsequent authorization via SMS or through the Google Authenticator application.
- 6.4. The Client/User is obliged to protect his/her login data and his/her mobile phone from misuse, theft or unauthorized use by third parties and bears full responsibility for their possible misuse until the moment he/she reports their loss, theft or unauthorized use by third parties to the Provider.
- 6.5. In the event of alienation of the Client's access rights or authorization rights to the Internet Banking payment means, the Client is obliged to immediately notify the Provider of this fact in accordance with clause 6.6.
- 6.6. The Provider will block access to the payment means under the Client's access profile (personalized security features) as soon as the Client reports its loss, theft or suspected unauthorized use. From the moment of reporting the loss, theft or unauthorised use of the personalised security features, the Provider shall be liable for their misuse.
- 6.7. In the event of incorrect execution of the Client's payment order due to the Provider's fault, the Provider is obliged to restore the Client's payment account to the state before the error occurred.
- 6.8. The payer's request for a possible refund of the amount of the authorised payment transaction at the initiative of the payee shall be governed by Section 176 of the AFR.
- 6.9. Recommended technical parameters of technical means for the use of the payment means by the Client - in the case of using the Internet Banking payment means for communication between the Client and the Provider, it is recommended to use a standard PC/laptop that allows Internet connection. The basic speed of your internet service provider is sufficient to use the payment means. The provider recommends using Google Chrome, Internet Explorer version 7.0 and higher or Mozilla Firefox of any version. To increase the security of Internet communication, the Provider recommends the use of quality antivirus and firewall.

7. CASH PAYMENT TRANSACTIONS

- 7.1. The Client has the possibility to use the Provider's cash services through the

Provider's authorized representative's branch/centre. Their list is available on the Provider's website.

- 7.2. The provider provides the following services:
 - 7.2.1. Deposit of cash on the CPA
 - 7.2.2. Withdrawal of cash from the CPA

8. SETTLEMENT DEADLINES, INFORMATION OBLIGATION

- 8.1. A Payment Transaction with Currency Conversion will be settled without undue delay after the receipt of funds intended for the payment transaction from the Client to the Provider's separate account or to the CPA. The Client undertakes to pay the full amount of his/her liability from the transaction no later than the next business day (D+1) after the conclusion of the transaction. Failure to fulfil this obligation by the Client shall entitle the Provider to withdraw from the transaction and, if applicable, to charge the Client for the damage incurred. After the Client has settled his/her obligation from the payment transaction to the Provider, i.e. the Client's funds, intended for the financial coverage of the requested transaction, are credited to a separate account of the Provider, or CPA, the Provider is obliged to enter a payment order to execute the requested Transaction without undue delay so that they are executed within the time limits set by the TPS, with the maximum time limit being D+1. This period may be extended for reasons on the Client's side if
 - 8.1.1. The Client does not have sufficient cover on his/her CPA to execute the order
 - 8.1.2. The Client has not communicated to the Provider all the necessary parameters of his/her payment order
- 8.2. The Provider fulfils the information obligation arising from the provisions of the AFR through the Internet Banking payment means, where all the information required by the AFR is provided in the account history section.
- 8.3. The Provider shall inform the Client in case of suspected unauthorized or fraudulent use of the payment means by e-mail or any other form that seems appropriate in the given case.
- 8.4. The Client is obliged to notify the Provider of the loss of access rights (profile) enabling the execution of payment transactions through the Provider or the execution of any unauthorized transactions immediately after such discovery. Information can be reported to the telephone number +420 771 217 070 if the notification is made during working hours, or e-mail support@fasfinance.com. Upon receipt of the information by the Provider, the payment means and access to the relevant CPA will be blocked.
- 8.5. The Client shall also be obliged to report an unauthorised or incorrectly executed payment transaction in the manner and within the time limit referred to in the preceding paragraph. The Client may exercise the right to rectify an

unauthorized or incorrectly executed payment transaction in court if the Client notifies the Provider of the unauthorized or incorrectly executed payment transaction without undue delay after becoming aware of it, but no later than 13 months from the date on which the amount of the payment transaction was debited from the Client's payment account.

9. LIABILITY AND OTHER INFORMATION

- 9.1. The Provider shall be liable for damages that it has demonstrably caused to the Client by violating its obligations under the Agreement, these GTC and legal regulations.
- 9.2. The Provider shall not be liable for any damage incurred by the Client or other persons as a result of a breach of the Client's obligations under the Agreement or under legal regulations or for any other reason, as a result of the fault of another person, as a result of circumstances excluding the Provider's liability or beyond the Provider's control.
- 9.3. The Provider shall not be liable for any damage incurred by the Client or other persons as a result of non-acceptance of a Payment Order or the impossibility to execute or implement a Payment Order due to:
 - 9.3.1. set out in these GTC,
 - 9.3.2. incorrect, incomplete or false information in the order,
 - 9.3.3. incorrect data provided by the Client when communicating with the Provider,
 - 9.3.4. an action by an authorized User that is contrary to the Client's instructions (interests), the Agreement, the GTC or legal or other regulations.
- 9.4. The Provider shall not be liable for any damage or any other harm that may arise to the Client or third parties for any of the following reasons:
 - 9.4.1. defects or deficiencies in the software (SW), hardware (HW) or system equipment of the Client or third parties used by the Client to communicate with the Provider,
 - 9.4.2. failure, interruption or unavailability of any communication channel between the Client and the Provider,
 - 9.4.3. unauthorized access, misuse, loss or manipulation of data during data transmission or other communication on the Client's side,
 - 9.4.4. malfunctions caused by computer viruses on the Client's side,
 - 9.4.5. unauthorized interference by third parties in SW or HW systems as well as in data transmission or other communication between the Client and the Provider,
 - 9.4.6. incorrect entry of access passwords (personalised security features) or their misuse by third parties,
 - 9.4.7. non-acceptance or non-execution of the order for the reasons specified in these GTC,
 - 9.4.8. inability to execute the order for reasons outside the Provider.

- 9.5. The Client is liable for losses from unauthorised payment transactions up to an amount equivalent to EUR 50 if the loss was caused by the use of a lost or stolen payment means or by misuse of a payment means. The Client shall bear the loss from unauthorised payment transactions to the full extent if he/she has caused this loss by his/her fraudulent conduct or by intentionally or grossly negligently breaching any of his/her obligations under Section 165 of the AFR.
- 9.6. Up-to-date information on the exchange rates of certain currencies is available on the Website. Despite the fact that the information on the Website comes from reliable sources, the Provider is not responsible for the availability or accuracy of the information that is provided on the Website or is accessible from the Website, even if due care is taken.
- 9.7. The Provider declares that its employees will not disclose any information about the Client or its transactions to third parties, except where required by legal standards binding for the Provider.
- 9.8. Mutual communication between the Provider and the Client in connection with the Agreement shall be carried out in the manner set out in the Agreement and these GTC. When communicating, the Client is always obliged to use the agreed identification data for the given method of communication. The Client is obliged to immediately notify the Provider in writing (or in another agreed manner) of any changes to the Client's identification data provided by the Client to the Provider in connection with the Agreement; this obligation also applies to changes to the identification data of Users. Unless otherwise agreed, the change of data shall be effective against the Provider on the next working day after the receipt of the notification according to the previous sentence.
- 9.9. As part of the Client's authentication when logging in to Internet Banking, the Provider uses two-step authentication, which consists in the first step of the Access Data and in the second step of entering the correct one-time SMS code sent to the Verified Phone Number or via the Google Authenticator application. The Client hereby acknowledges and agrees that a two-step verification will always be carried out prior to accessing Internet Banking in this manner, and the Client will not be granted access to Internet Banking without filling in all the correct Access Data and entering the SMS code sent to him/her or verifying via the Google Authenticator application.
- 9.10. The Client agrees to each payment order entered in Internet Banking by entering a one-time SMS code sent to the Verified Telephone Number or via the Google Authenticator application after completing and saving all mandatory items of the payment order.
- 9.11. Two-step verification may also be required when entering other orders in Internet Banking (creating/changing an account template, changing contact details, ordering cash services, etc.).
- 9.12. The Client is obliged to protect his/her Internet Banking Access Data against theft, loss or misuse by an unauthorised person, in particular by not disclosing your User Profile Data to third parties, not recording the data in

writing or otherwise in a manner that potentially allows access by unauthorised persons and making all necessary efforts to secure the Access Data against theft, loss or misuse. The Client is also obliged to do the same in the case of his/her mobile phone, to whose verified phone number an SMS with a verification code is sent or through which he/she is verified by the Google Authenticator application, i.e. to prevent its loss, theft or misuse.

- 9.13. The Client is obliged to immediately inform the Provider of any cases of theft, misuse or loss of his/her user profile data (password, etc.) and mobile phone, either by phone at +420 771 217 070 or by email at support@fasfinance.com. The Provider will block access to Internet Banking under the Client's profile as soon as the Client reports to the Provider its loss, theft or suspected unauthorized use. From the moment of reporting the loss, theft or unauthorised use of the personalised security features, the Provider shall be liable for their misuse.
- 9.14. The Client acknowledges that in the case of electronic communication, in particular via telephone, fax, electronic mail or the Internet, loss, destruction, incomplete or delayed delivery, unauthorized acquisition, use or misuse of the transmitted data may occur. The Provider and the Client are therefore always obliged to act in such a way as to limit these risks as much as possible.
- 9.15. In the event of a failure of the communication devices or the payment means used by the Provider, the Client will be informed of this fact by the means in question before entering the Payment Order to perform the service.
- 9.16. The Provider shall be entitled to exercise a lien on the Client's funds registered on the CPA for the purpose of securing payment of its due claim or fulfilment of any other obligation under the Agreement. If the Client defaults on any of its monetary obligations to the Provider, the Provider is entitled to collect (set off) the relevant amount from the CPA.
- 9.17. Protection of funds entrusted to the Provider. The funds entrusted to the Provider for the execution of a payment transaction are kept separate from the Provider's own funds and from the funds of other persons, with the exception of client funds. Client funds are held in separate bank accounts. Client funds are not part of the assets of a bankrupt Provider. Should a decision on the insolvency of a Provider be issued, the special insolvency administrator shall be obliged to release the funds entrusted to the payment institution for the purpose of carrying out a payment transaction to the clients.
- 9.18. Protection of client assets in the event of failure of the bank holding the separate account of the Provider. Client funds recorded in the Provider's separate account represent according to Section 41f of Act No. 21/1992 Coll., on Banks, a deposit receivable with a special regime. The Provider fulfilled its legal obligation under Section 41f(2) of the Banking Act and notified in writing the banks where it has separate payment accounts that funds representing a claim of several persons are registered in the separate accounts. In the event of the bank's insolvency, compensation for a claim on a deposit with a special regime shall be provided to the Provider's clients in the same amount as would have

been provided if each of the clients had funds registered in their own account. Thus, in the event of bankruptcy of a bank where a separate account of a payment institution is maintained, each client of the Provider will receive a benefit from the Deposit Insurance Fund in the amount of funds recorded in the separate payment account, but not more than the amount of the current legal limit.

- 9.19. If the Provider did not settle the amount of the payment transaction or did not use the bank connection in accordance with the Client's order and thereby caused the incorrect execution of the payment transaction, the bank that holds the account of the unauthorized payee is obliged, at the initiative of the Provider who caused the incorrect execution of the payment transaction, to debit the incorrectly settled amount from that account and deliver it to the Provider for correction of the incorrectly executed payment transaction in accordance with the law regulating payment transactions, and the bank is also entitled to restore the account of the unauthorised payee to the state it would have been in if the incorrect execution of the payment transaction had not occurred ("corrective settlement"). A complaint may be submitted to the bank within 3 months from the date of the error that led to the incorrect execution of the payment transaction.

10. CLAIMS AND COMPLAINTS

- 10.1. In the event that the Client is convinced that the Provider has not properly fulfilled its obligations under the Agreement, the Client is entitled to file a claim/complaint with the Provider. The Client is obliged to make a claim/complaint before undertaking any further operations within the scope of the services that are the subject of the claim/complaint. The claim/complaint must be in writing and must contain the signature and identification data of the Client at least in the scope of the name, surname, residence and contact address for natural persons and the name, ID number, registered office, contact address and names and surnames of persons authorized to act on behalf of the company for legal persons. In order for a complaint to be dealt with properly and in a timely manner, it must show what is the subject of the complaint (e.g. the type and number of the shop, the actions of the specific employee, etc.). The Client shall submit the claim/complaint to the Provider without undue delay in electronic form via the electronic form on the Website, in writing to the address of the Provider's headquarters or to the e-mail address support@fasfinance.com or in person at the Provider's headquarters. The Provider will confirm receipt of such by e-mail.
- 10.2. Complaints/claims are handled internally by designated persons. The Client is obliged to provide the Provider with the necessary cooperation in the handling of the claim. The Provider is obliged to settle the Client's

claim/complaint within 15 working days from the date of its receipt. If an obstacle independent of the Provider's will prevents the Provider from responding to the complaint/claim within 15 working days, the Provider shall inform the Client of the obstacle and handle the complaint/claim within 35 working days at the latest. The Provider is obliged to send the Client a written opinion on the manner of its handling within this period. The Provider shall keep a list of claims/complaints, which is managed by the Compliance Officer. The Compliance Officer is responsible for coordinating the handling of claims/complaints and together with the Managing Director controls how they are handled

- 10.3. The Client has the possibility to address his/her complaint regarding the manner of provision of services to the Provider's supervisory authority, the Czech National Bank, located at Na Příkopě 28, Prague 1, 115 03, www.cnb.cz.
- 10.4. The Client has the possibility to address his/her complaint regarding the manner of provision of payment services to the Financial Arbitrator, with its registered office at Legerova 1581/69, Prague 1, 110 00, www.finarbitr.cz, who is authorised to settle disputes between the parties regarding payment services out of court.

11. INFORMATION ON REMOTE CONTRACTS FOR FINANCIAL SERVICES

- 11.1. If the Provider concludes a Agreement on financial services with the Client using means of remote communication that enable the conclusion of the Agreement without the simultaneous physical presence of the Provider's representative and the Client, the Provider is obliged to comply with the obligations under Section 1841 et seq. of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the "CC").
- 11.2. The means of remote communication are mainly the Internet (websites), email messages, data box and postal mail.
- 11.3. A remote Agreement can also be signed by the Client via SMS, which replaces the handwritten signature, or via the Google Authenticator application. If the Client chooses this option, a verification code will be sent to the telephone number provided during registration, which will be used to identify the Client after entering it into Internet Banking.
- 11.4. The Client has the right to withdraw from the remote financial services Agreement without giving any reason and without any penalty within 14 days from the date of conclusion of the Agreement or from the date on which the information was provided to the Client pursuant to the CC, if this date is after the conclusion of the Agreement. If the Provider has provided the Client with a misleading communication, the Client has the right to withdraw from the remote financial services Agreement within 3 months from the date on which he/she became aware of it or could have become aware of it.

- 11.5. The Client does not have the right to withdraw from the provided financial services, the price of which depends on price movements on the financial markets that the Provider cannot control, such as services related to investment instruments and foreign exchange values. Furthermore, the Client shall not have the right of withdrawal in the case of agreements which have been fully performed by both parties at the Client's request (instruction) prior to the exercise of the Client's right of withdrawal
- 11.6. The Client shall exercise his/her right of withdrawal by sending a notice in a verifiable manner to the address of the Provider's headquarters or to the address communicated to him/her in communication with the Provider; the time limit for exercising the right of withdrawal shall be preserved if the notice is sent in writing before the expiry of this time limit. If the Client withdraws from the remote financial services contract, the Provider may require the Client to pay the price only for the service actually provided up to that time (pro rata part). However, the Provider shall not demand payment for the service provided if it has started the performance of the distance Agreement before the expiry of the withdrawal period without the Client's consent or if it has not informed the Client of the price according to the previous sentence.
- 11.7. The use of means of remote communication does not affect the final price of the services. No deposit is required before entering into a financial services Agreement.
- 11.8. The Agreement with the Provider may be terminated by agreement or by termination of either party, unless otherwise agreed individually with the Client.
- 11.9. The Client has the right to receive any requested part of the contractual documentation or other documents at any time during the contractual relationship, in electronic or paper form. The Client has the right to change the method of remote communication, unless it contradicts the nature of the services provided and the concluded Agreement.
- 11.10. Financial services contracts and any disputes arising from them are governed by Czech law. The Czech district or regional courts with local jurisdiction according to the defendant's domicile are competent to resolve any disputes.

12. MEASURES AGAINST MONEY LAUNDERING AND TERRORIST FINANCING, FATCA, GATCA

- 12.1. The Provider is obliged to comply with the legal regulations of the Czech Republic concerning measures against the legalization of the proceeds of crime and the financing of terrorism. In this context, the Provider is obliged to request from the Client the information required by law. Failure to provide the requested information may result in the failure to conclude the Agreement or termination of the Agreement by the Provider.

- 12.2. By signing the Agreement, the Client declares that he/she is not a politically exposed person, is the owner of the funds that will be used to provide the service, the funds do not originate from criminal activity and terrorist financing and were acquired in accordance with legal regulations, the provision of services will not be used to legalize the proceeds of crime and terrorist financing.
- 12.3. By signing the Agreement, the Client declares that he/she is neither a US citizen nor a US tax resident within the meaning of the FATCA.
- 12.4. By signing the Agreement, the Client declares that he/she has read the Company's CRS and FATCA Information document published on the Website and that he/she understands the contents of this document.

13. FINAL PROVISIONS

- 13.1. By accepting the Agreement or submitting any payment order, the Client agrees to the terms of the GTC. The current version of the GTC is always posted on the Website.
- 13.2. The Provider is entitled to unilaterally change the GTC, especially in connection with changes in legal regulations, introduction of new services, change in the way of providing services, etc. In such a case, the Provider shall notify the Client of the change to the GTC on the Website and by sending the new version of the GTC to the Client's e-mail address at least 2 months before it becomes effective. Correction of errors is not considered a change. The Client undertakes to become familiar with the new version of the GTC.
- 13.3. If the Client does not notify the Provider in writing of his/her disagreement with the proposed changes to the GTC no later than one day before the effective date of the proposed change, then the changes so notified shall be binding on the Client from the date of publication on the Website.
- 13.4. The Agreement is concluded in the Czech language and all further communication must always be in the Czech language.
- 13.5. If the Client rejects the Provider's proposal to amend the Agreement, the Client shall have the right before the date on which the GTC are to take effect, terminate the Agreement free of charge and with immediate effect.
- 13.6. The Agreement is concluded for an indefinite period of time. The Client may terminate this Agreement at any time by giving 1 month's notice in writing. The Provider may terminate the Agreement at any time with a notice period of 2 months. The period of notice begins on the day following the delivery of the notice.
- 13.7. The Agreement shall enter into force upon acceptance by both parties. The Agreement shall become effective upon the fulfilment of all legal obligations on the part of the Client and its registration in the Provider's business information system.

- 13.8. The Client is not entitled to transfer any of its rights or obligations under this Agreement to a third party without the prior written consent of the Provider.
- 13.9. The GTC have been approved by the Provider's Managing Director. These GTC are valid and effective for new clients from 01.07.2021 until further notice.

End of document