

Terms of the GoPay Account Information Service

1. About Us

1.1. The GoPay company is the GOPAY s.r.o. trade company, with its registered office in Planá 67, 370 01 České Budějovice, company identification number: 260 467 68, incorporated in the Commercial Register kept by the Regional Court in České Budějovice, Section C, Entry 11030. The same meaning applies to other terms, such as “we”, “us”, “our”, etc. The GOPAY company is an electronic money institution, emitting electronic money in the meaning of S. 4 of Czech Act No. 370/2017 Sb., on Payments, and which is a provider of the GoPay Payment system.

2. Preamble

2.1. These terms of the use of the AIS-GoPay service specify obligations of both parties arising from the use of this service.

3. Definitions

3.1. **GoPay payment gateway** is an application used for making payments and transactions, with its purpose to emit Electronic money or make Electronic money payments, and which integrates specific payment methods and facilitates transfer of financial funds to the GoPay Payment system environment.

3.2. **AIS terms** means these terms of using an account information service (AIS - Account Information Service) in the GoPay Payment system. The issuer of the AIS terms is the GOPAY company.

3.3. **GW terms** means terms and conditions of using the GoPay Payment system. The issuer of the GW terms is the GOPAY company.

3.4. **Terms and Conditions** means terms and conditions which define a creation and termination of the Agreement on emission and use of Electronic money between you as an electronic money holder and us and obligations for both parties as well. The issuer of the Terms and Conditions is the GOPAY company.

3.5. **ZPS** means Act No. 370/2017 Sb., on Payments, as amended.

3.6. Capitalized terms used in these AIS terms have their meanings defined either in these AIS terms, or GW terms or in Terms and Conditions.

4. Scope of terms

4.1. AIS terms define rules which govern the use of the account information service by the GoPay Payment system for its Clients (**AIS-GoPay**).

5. Description of the AIS-GoPay service

5.1. You gain the right to use the AIS-GoPay service as a GoPay Payment system functionality once you confirm that you agree to these AIS terms.

5.2. An account information service (AIS-GoPay) is a service that enables the GOPAY company to access and provide information about your payment account on your behalf.

5.3. The AIS-GoPay service is designed especially to access information about your payment accounts, overview of your payment transactions and consolidated data about your accounts.

6. Using the AIS-GoPay service

6.1. You acknowledge and agree that the AIS-GoPay service is only one of the functions of the GoPay Payment system and its use is only a matter of your free choice.

6.2. The GOPAY company will make your personal security features available to you and its issuer only (usually your bank).

6.3. Below is an AIS-GoPay service user flow:

6.3.1. Agree to using the AIS-GoPay service

6.3.2. If you are here for the first time or you have not used neither the AIS-GoPay nor the PIS-GoPay service for a certain period of time (usually 90 days), you get redirected to the webpage of your bank to get the authentication credentials

6.4. Immediately after steps described in the section 6.3., GOPAY asks your bank about your account information.

6.5. In case of legitimate reasons, your bank will inform you about the rejection of providing the account information.

6.6. After your bank receives a request:

6.6.1. You receive information enabling you to identify payment transactions in your account

6.6.2. You receive information about payment transaction amount

6.6.3. You receive information about your account balance

6.7. Fee for using the AIS-GoPay service is specified in the List of fees and charges unless otherwise agreed.

7. Security measures

7.1. The AIS-GoPay service can be temporarily deactivated, especially in case we suspect an unauthorized or fraudulent use of the payment or your personal security features.

7.2. The service can also be deactivated when there is a violation of Terms and Conditions or a violation of Privacy policy.

8. Service unavailability

8.1. The AIS-GoPay service is not available when an unexpected outage occurs or when there is a

scheduled system maintenance.

9. Final provisions

9.1. We are entitled to unilaterally change the AIS terms according to terms and conditions defined in this document. You agree to this authorization.

9.2. The AIS terms are issued electronically and are available on our webpage as well.

9.3. The provisions of the AIS terms that are not specified in this document are further governed by the ZPS and Terms and Conditions.

9.4. You can also contact the Financial Arbiter of the Czech Republic (Czech Act No. 229/2002 SbColl., as amended), with its registered office at Legerova 1581/69, 110 00 Prague 1, with any disputes that may arise between you and us while using the AIS-GoPay service. Your right to go to court remains unaffected, while the disputes arising from this Agreement are heard and decided before courts in the Czech Republic, unless required by legal regulations otherwise. Disputes between you and us can also be resolved through a mediation according to Czech Act No. 202/2012 Sb., on mediation.

9.5. The supervisory authority for our activities is the Czech National Bank, with its registered office at Na Příkopě 28, 115 03 Prague 1, Czech Republic. You have the right to pursue a complaint to this authority.

9.6. You are liable for any damage caused by violation of these AIS terms, and if you are a registered user of the GoPay Payment system and GW conditions, Terms and Conditions or Privacy Policy, you bear the liability regardless of fault.

9.7. AIS Terms are effective from April 1st, 2021.