

Payment gateway terms in effect as of 1/5/2018

1. Preamble

1.1. These GoPay Payment Gateway Terms follow from the Account Terms of Use and add further contractual obligations of both parties that arise as a result of using the Payment Gateway.

2. Definitions

2.1. The **GoPay Payment Gateway** means an application for making payment transactions for the purpose of an Issue of Electronic Money or an Electronic Money Payment that integrates individual payment methods and facilitates transfer of money to the GoPay Payment System.

2.2. The **Payment Gateway Terms** mean these terms for using the GoPay Payment Gateway. The Payment Gateway Terms are issued by GOPAY.

2.3. The **List of Fees of the Payment Gateway** means a list of reimbursements and fees related to the operation of the GoPay Payment Gateway that we have issued.

2.4. The **Account Terms of Use** mean terms that govern the establishment and termination of the Contract on the Issue and Use of Electronic Money between us and you as a holder of Electronic Money as well as obligations of both parties. The Account Terms of Use are issued by GOPAY.

2.5. Terms with a capital letter that are used in the Payment Gateway Terms have a meaning defined either in the Payment Gateway Terms or in the Account Terms of Use.

3. Scope of the Terms

3.1. The Payment Gateway Terms lay down rules that govern the use of functionalities of the GoPay Payment Gateway by Clients who use it for the purpose of selling goods or providing services including internet content and computer or mobile applications.

3.2. The Payment Gateway Terms complement the Account Terms of Use that lay down rules for opening, using and closing a GoPay Account.

4. Opening the GoPay Payment Gateway

4.1. You shall be entitled to use the GoPay Payment Gateway as another functionality of the GoPay Payment System at the moment when you confirm that you accept the Payment Gateway Terms and when we authorise you to use the GoPay Payment Gateway.

4.2. You acknowledge and accept that the availability of the GoPay Payment Gateway is subject to activation as part of which we assess whether you and the activity you operate meet the requirements pursuant to the Payment Gateway Terms and the Account Terms of Use. We reserve the right not to establish cooperation in those cases when we believe that the Security Regulations,

the Payment Gateway Terms or the Account Terms of Use may be breached.

4.3. The contractual relationship between you and us is governed not only by the Payment Gateway Terms but also by the List of Fees. You are obliged to pay these fees. By accepting the Payment Gateway Terms, you also accept the List of Fees of the Payment Gateway.

4.4. You acknowledge that if your activity is evaluated as high-risk pursuant to the Account Terms of Use, we are entitled to apply fees on an individual basis or other security parameters.

4.5. Before you commence productive operation, you are obliged to duly test the integration of your application that is used for offering and selling goods or services with the GoPay Payment Gateway in accordance with our directions, instructions and recommendations.

4.6. You are obliged to make the separate integration for every portal, which wants to operate a GoPay Payment Gateway. It is strictly forbidden to use data integration one portal to launch other portals

5. Using the GoPay Payment Gateway

5.1. When selling goods or providing services via the GoPay Payment Gateway, you undertake:

5.1.1. To offer and enable your contracting partners to make payments via the GoPay Payment Gateway;

5.1.2. Not to misuse our copyright and other rights to intangible assets and refrain from any infringements of such rights that we have;

5.1.3. To remove the GoPay Payment System software from your system and stop using the GoPay brand immediately upon terminating your contractual relationship with us and to remove any other logos, trademarks and names used in relation to the contractual relationship (in particular also the logos, trademarks and names of our contracting partners that you use with our consent and with the consent of our contracting partners);

5.1.4. To provide all necessary cooperation to us or to our contracting partner and if need be also to state authorities and institutions and thus enable us to duly and timely fulfil our obligations that follow from pertinent legislation or contractual provisions;

5.1.5. To provide your application integrated with the GoPay Payment Gateway with all elements and information stated in the Help Centre and required by pertinent legislation, in particular the Consumer Protection Act (No. 634/1992 Coll.) as well as requirements of banks and card associations common in this segment;

5.1.6. To provide your customers with information stated in the Help Centre if you offer repeated payments to your customers;

5.1.7. To inform us without delay and update on an ongoing basis your identification data, website addresses of applications integrated with the GoPay Payment Gateway, a list of services provided to your contracting partners, your bank account number designated for the payment of transactions that we have received and that are to be credited to you;

5.1.8. To visibly place logos that designate accepted payment methods in accordance with a template provided by us and clearly state that data transmission is secured by the SSL/TLS protocol;

5.1.9. Not to discriminate or not to give preference to any payment method whose use is offered by the GoPay Payment System, to offer all payment methods absolutely equally and not to set any financial or any other limits or limitations for the use of a specific payment method, and not to transfer fees related to the use of a certain payment method to your customers;

5.1.10. To keep records of the delivery of goods or provision of a service to a contracting partner for at least 10 years from when the transaction was made and to provide such records upon request without delay to us or to our contractual bank. The above records have to contain sufficient information to prove that a given service or goods have been ordered by a payment card holder

and that the service or goods have been provided to the payment card holder in an agreed manner;

5.1.11. To return the amounts of payment transactions via the GoPay Payment Gateway when your contracting partner withdraws from a contract unless agreed otherwise. When your customer withdraws from a contract you are not entitled to return the amounts of payment transactions in cash.

5.2. When selling goods or providing services via the GoPay Payment Gateway you undertake to refrain from the following activities in relation to making payment transactions:

5.2.1. Allowing the payment of a single order by multiple payments;

5.2.2. Making or accepting a payment for a transaction that does not stem directly from a contractual relationship between a Client and a card holder related to the sale or lease of goods or provision of a service;

5.2.3. Using or accepting a payment card in the case of payments for legal services or costs incurred or related to: (i) defence for any criminal offence with the exception of traffic offences and violations; (ii) any domestic legal affairs if the services or costs are related to a person who is not stated on the payment card; (iii) any bankruptcy, insolvency conciliation or similar proceedings including liquidation and insolvency cases, which affect the creditor of the payment card holder;

5.2.4. Using a Client's payment card or a card to which the Client has access to make a payment transaction in order to obtain a credit or a loan in the Client's name;

5.2.5. Making a payment transaction that has already been settled again regardless of a potential consent granted by the card holder;

5.2.6. Levying any tax on a payment transaction with the exception of cases when it is expressly required by respective legal regulations. If a tax is levied, it has to be included in the total amount of the payment transaction and not collected separately;

5.2.7. Paying financial means in the form of cheques if the sole purpose is to allow a payment card holder to purchase goods or services from a Client in cash;

5.2.8. Paying financial means in cash;

5.2.9. Accepting a payment card for the purpose of making an instalment or refinancing an existing debt;

5.2.10. Providing a loan as a consideration for returned goods or services paid in cash;

5.2.11. Paying any amount in cash to a payment card holder who has made a purchase by a payment card. All refunds shall be credited to an account to which the payment card used for the purchase was issued;

5.2.12. Accepting a payment card in order to effect a third-party sale.

5.3. You shall not use the GoPay Payment Gateway for other purposes and activities than those you stated when you activated the GoPay Payment Gateway.

5.4. If you deliver goods to a place designated by your contracting partner, you shall be liable for the loss of, or damage to, the consignment and/or for a delay of the delivery of goods until the time when the goods are delivered to the designated place. You are obliged to ask the carrier for a bill of delivery of goods to your contracting partner for each delivery of goods in order to be able to prove that the goods or services have been delivered to your customer and that your customer has received them.

5.5. If the delivery period of goods or a service is longer than 30 days from the day when a payment transaction was authorised, you shall demonstrably inform your customer about the period of goods delivery or service provision. However, the total delivery period shall not exceed 120 days from the day when the payment transaction was authorised.

5.6. Unless agreed otherwise, you accept presenting the GoPay Payment System in the form of a standardised GoPay icon with an active link to our website; we shall provide this icon and you shall place it in a suitable manner on the home page and on the page where a payment method is

selected in your application environment integrated with the GoPay Payment Gateway.

5.7. By accepting the Payment Gateway Terms, you grant us your consent to use your trade name, designation, company and/or your logo if you use the above in your trading activity for promotional and marketing purposes.

5.8. Upon our prior consent and under terms set by us you are entitled to use the logos and trademarks of card associations in your own advertising and promotional materials.

5.9. You accept that we shall display data about the fee amount for each card transaction on payment card acceptance statements in the form of one total amount charged in aggregate for all categories and various payment card brands that include: (i) MIF, (ii) fees of the VISA and MasterCard companies and (iii) charged transaction fees.

5.10. Furthermore, upon your request and consent it is stipulated that we shall offer and charge you fees for each card transaction in the form of one total amount charged in aggregate for all categories and various payment card brands that include: (i) MIF, (ii) fees of the VISA and MasterCard companies and (iii) charged transaction fees.

5.11. We shall regard a statement containing an overview of credited and debited payments in your GoPay Account and an overview of cleared fees to be approved following the expiry of the time limit of thirty (30) days from the day when the statement has been made available to you. After the above time limit expires, a complaint about discrepancies in the statement cannot be made.

6. Security Measures

6.1. We protect personal data and ensure their protection in the GoPay Payment System. We abide by Czech Act No. 101/2000 Coll., which makes provision with respect to personal data protection, as amended (hereinafter referred to as the "Personal Data Protection Act"), and with effect from 25/5/2018 by Regulation (EU) 2016/679, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter referred to as the "GDPR"). Privacy Policy is available [here](#).

6.2. You acknowledge that you are also obliged to take such measures to secure personal data of your customers so as to prevent its misuse by unauthorised persons. Protection requirements can be found in general guidelines of the European Banking Authority to the Payment Services Directive or in PCI-DSS Standards. If need be, we are entitled to ask you at any time to prove that you have fulfilled the above obligations e.g. by means of the SAQ (Self-Assessment Questionnaire) and/or the AOC (Attestation of Compliance) questionnaire or by carrying out an inspection of the place where you process personal data.

6.3. If you process or intend to process payment card numbers of third parties or other payment card data that may be used for making payment card transactions, you are obliged to inform us about this fact in writing without delay.

6.4. You acknowledge and accept that we regularly as well as randomly check whether your sales portal adheres to the AML Policy, the Security Regulations and other obligations stated in the Payment Gateway Terms and the Account Terms of Use.

6.5. In order to fulfil the obligations pursuant to this Article, you undertake to abide by the following security rules:

6.5.1. You shall operate your e-shop in such a manner so as to minimise the risk of personal data

leaks caused by intercepting communication between your customer and you and also leaks of data stored in your systems;

6.5.2. So as to guarantee security, you are obliged to implement a connection that supports TLS and uses at least 128-bit TLS communication between the customer's browser and your server (or your e-shop);

6.5.3. So as to guarantee security we recommend that you implement technologies that ensure controlled access to Internet transaction systems such as a firewall or a proxy server and that you regularly update your software, antivirus software and due procedures for systems administration;

6.5.4. You shall protect access to systems and data from unauthorised users;

6.5.5. You shall keep a record of individual operations that have occurred when customers use the system so as to have evidence for proceedings that may be held if an attempt to abuse the system takes place.

6.5.6. We recommend that you use safe technologies (e.g. chip cards) for safe storage of secret cryptography keys.

7. Limitation of Service Availability

7.1. The scope (material, functional and territorial) and availability of payment methods in your GoPay Payment Gateway are not guaranteed unless expressly agreed otherwise.

7.2. You acknowledge that providers of individual payment services (in particular payment services provided by payment cards) may be entitled to ask at any time that this payment service be terminated in relation to your GoPay Payment Gateway. In this case, we shall suspend service provision to you without delay; you hereby accept our entitlement to do so and grant your consent to it. You also acknowledge and accept that you shall be obliged to reimburse any harm and damage incurred by us in relation to your breach of obligations related to making payment card transactions, including contractual penalties and similar sanctions imposed upon us by pertinent card associations.

7.3. We are entitled to terminate, suspend or restrict service provision of your GoPay Payment Gateway to the necessary extent in justified cases with immediate effect. This shall be applied especially when we suspect that you use your GoPay Payment Gateway contrary to the Payment Gateway Terms or the Account Terms of Use or that you breach the Security Regulations. Potential reactivation is subject to remedying these deficiencies. Please note that your sales portal is subject to a new authorisation and previously authorised payment methods or setups are therefore not guaranteed.

7.4. You acknowledge and accept that if we establish that your sales portal is inactive (non-functional) or that no payment has been made through the GoPay Payment Gateway over the last 6 months, we are entitled to deactivate your Payment Gateway without warning. You are entitled to request reactivation of the GoPay Payment Gateway in your sales portal. Please note that your sales portal is subject to a new authorisation and previously authorised payment methods or setups are therefore not guaranteed.

7.5. Regardless of other provisions of the Payment Gateway Terms we are entitled to suspend or terminate service provision or making of payment transactions if we have established or have been notified that:

7.5.1. You have caused or allowed unauthorised disclosure or use of information about a payment card in any manner;

7.5.2. You are listed by card associations on the MATCH and VMAS list as an undesirable or high-risk entity;

7.5.3. Damage or unlawful conduct may be given rise to by breaching the Security Regulations, the Payment Gateway Terms or the Account Terms of Use.

8. Banking Terms

8.1. You accept that in accordance with S. 1751 of the Civil Code general trading terms of banks with which we have contractual cooperation when we operate the GoPay Payment Gateway are an inseparable part of the contractual terms between you and us (hereinafter referred to as the “**Banking Terms**”). By accepting the Payment Gateway Terms you also confirm that you have acquainted yourself with the content and meaning of documents stated in the previous sentence as well as with other documents that are referred to in the above documents and that you expressly agree with their wording.

8.2. You represent that the meaning of documents pursuant to this Article has been sufficiently explained to you and you acknowledge that you shall be bound not only by the Account Terms of Use and the Payment Gateway Terms but also by these documents and that a failure to fulfil obligations or terms laid down in these documents may have the same legal implications as a failure to fulfil obligations and terms that follow from the Account Terms of Use and/or the Payment Gateway Terms.

8.3. You accept that banks with which we have contractual cooperation when we operate the GoPay Payment Gateway shall be entitled to offset their claims from you to the extent and in a mode laid down in documents pursuant to this Article.

8.4. You acknowledge and accept that a bank with which we have contractual cooperation when we operate the GoPay Payment Gateway shall be entitled to terminate the provision of payment services to you with immediate effect in cases laid down in the Banking Terms and also in the following cases:

8.4.1. If you breach the contract concluded between you and us in any manner;

8.4.2. If fraudulent payment card transactions occur in the place where you provide

8.4.3. If no payment card transaction has been made in the place where you provide goods and/or services in the course of twelve (12) months;

8.4.4. In cases stated in Subsections 8.4.2. or 8.4.3. above the bank shall be entitled to determine that the provision of payment services relates only to a specific place where goods and/or services are provided where facts pursuant to Subsections 8.4.2. or 8.4.3. above have occurred.

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

9. Final Provisions

9.1. We have a right to unilaterally change the Payment Gateway Terms in accordance with the rules and terms laid down in this Article. You accept our entitlement to do so.

9.2. If we change the Payment Gateway Terms, we are obliged to notify you of this amendment in advance by e-mail containing a link to the new Payment Gateway Terms from where you may print them or download them in electronic form.

9.3. The Payment Gateway Terms are published in electronic form and are available on our website.

9.4. We assume that you pursue business activities on the Internet on the basis of a pertinent authorisation for the purpose of selling goods or providing services and that you use your GoPay Account in relation to your activity. With regard to the above, the provisions of legal regulations

regarding consumer protection shall not apply to you. If you use your GoPay Account in relation to your business activities, you are obliged to provide evidence within one week from establishing GoPay Account that you are a small entrepreneur within the meaning of the Payment System Act. If you fail to do so in the given time limit, you shall not be deemed to be a small entrepreneur.

9.5. You shall be liable for damage (loss) caused by a breach of the Payment Gateway Terms, the Account Terms of Use or the Security Regulations regardless of fault.

9.6. Upon agreement of both parties, the application of the provision of S. 1799 and S. 1800 of the Civil Code on contracts of adhesion (standard form contracts) to the contractual relationship between you and us shall be excluded to the maximum admissible extent pursuant to legislation.

9.7. Upon agreement of both parties, the application of the provision of S. 1765(1) and S. 1766 of the Civil Code to the contractual relationship between you and us shall also be excluded to the maximum admissible extent pursuant to legislation.

9.8. The Payment Gateway Terms come into effect as of May 1st, 2018.