

Terms of the GoPay Payment Initiation 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 PIS-GoPay service specify obligations of both parties arising from the use of this service.

2.2. The use of the PIS-GoPay service is subject to your agreement to the simultaneous use of the AIS-GoPay service in accordance with the relevant rules as set out below.

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. **PIS terms** means these terms of using a payment initiation service (PIS - Payment Initiation Service) in the GoPay Payment system. The issuer of the PIS terms is the GOPAY company.

3.3. **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.

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

3.5. **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.

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

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

4. Scope of terms

4.1. PIS terms define rules which govern the use of the indirect payment initiation service by the GoPay Payment system for its Clients (**PIS-GoPay**).

5. Description of the PIS-GoPay service

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

5.2. An indirect payment initiation service (PIS-GoPay) is a service that enables the GOPAY company to execute an online payment order on your behalf to transfer money from your bank account to another bank account specified by you.

5.3. The PIS-GoPay service is designed especially to make payments for goods and services purchased on the Internet, or to top up your GoPay personal account.

5.4. The GOPAY company does not accept financial funds to make a payment transaction.

6. Using the PIS-GoPay service

6.1. You acknowledge and agree that the PIS-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. You acknowledge and agree that your data, with the exception of personal security features, will be shared with the payee. The scope of the data shared is defined in Privacy policy.

6.4. Below is a PIS-GoPay service user flow:

6.4.1. Initiate the payment

6.4.2. Agree to using the PIS-GoPay service

6.4.3. If you are here for the first time or you have not used the PIS-GoPay or AIS-GoPay service for a certain period of time (usually 90 days), you get automatically redirected to the webpage of your bank to get your authentication credentials

6.4.4. Choose an account you would like to pay from

6.4.5. Authorize the payment

6.5. Immediately after steps described in the section 6.4., GOPAY passes a payment order to your bank.

6.6. Your bank either accepts or rejects the payment order.

6.7. After your bank accepts the order:

6.7.1. You cannot cancel the payment order

6.7.2. You receive information enabling you to identify the payment transaction

6.7.3. You receive information about the payment transaction amount

6.7.4. You receive information about the payment status

6.8. Fee for using the PIS-GoPay service is specified in the List of fees and charges unless otherwise

agreed.

6.9. You acknowledge that you incur a loss arising from an unauthorized payment transaction:

6.9.1. Up to the amount of 50 EUR, had the loss been caused by misused personal security features

6.9.2. In the full amount, had the loss been caused by your fraudulent behaviour or willful misconduct or gross negligence

6.10. Liability for an unauthorized payment transaction except in cases defined in the section 6.9. is borne by your bank. Your bank is also responsible for an incorrect execution of the payment transaction, which has been made in violation with a payment order you submitted via the PIS-GoPay service.

6.11. You can pursue a complaint on an unauthorized or incorrectly executed payment transaction to your bank without undue delay, as you learn about it, but no later than 13 months from the day the amount was debited from your bank account.

7. Security measures

7.1. The PIS-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 PIS-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 PIS terms according to terms and conditions defined in this document. You agree to this authorization.

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

9.3. The provisions of the PIS 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 PIS-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 PIS 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. PIS terms are effective from April 1st, 2021.