

**Article 1. Introductory Provisions**

- 1.1 The below Terms and Conditions of the Acceptance of Electronic Payments via Mojeplatba Service (hereinafter the "**Conditions**") represent the Product Terms and Conditions as foreseen by the General Business Terms and Conditions of the Bank (hereinafter the "**General Conditions**"). The Conditions form part of the Contract and the Client is obliged to familiarise himself/herself with them and comply with them.
- 1.2 Terms in the Conditions that begin with a capital letter have the meanings defined in Article 7 of these Conditions

**Article 2. The Contract and Terms and Conditions of the Acceptance of Electronic Payments via Mojeplatba Service**

- 2.1 Pursuant to the Contract, the Bank shall provide the Vendor with the Technical Solution facilitating the acceptance of payments, via the Service, for Internet sales of Vendor's goods and services. The Contract shall be governed by Czech law.
- 2.2 By signing the Contract, the Vendor confirms to have read the Implementation Manual, agreed to its provisions and undertakes to abide thereby.
- 2.3 The Vendor shall pay fees as per the Contract for services delivered by the Bank to the Vendor.
- 2.4 The payments cannot be accepted via the Service unless the Bank has issued a Company Certificate to the Vendor. The Company Certificate provides for secure communication between the Vendor and the Bank. No payments can be accepted via the Service in case that the Company Certificate has been revoked (cancelled) or suspended.
- 2.5 The Vendor shall only be entitled to use the Technical Solution for the Internet sales specified in the Contract.
- 2.6 The Vendor acknowledges that the Service provided by the Bank may not necessarily be accessible to the Vendor's customers round the clock (24 hours a day), 7 days a week. The Bank shall be entitled to restrict or block access to the Service for as long as necessary in specific cases.
- 2.7 The Bank reserves the right to block access to the Service for as long as necessary if it is inevitable for serious reasons, in particular of technical or security nature. The Bank shall be further entitled to block access to the Service or suspend the provision thereof in cases envisaged by the Insolvency Act<sup>1</sup>. The Bank shall notify the Vendor of this fact and its reasons in advance or, if it is not possible, immediately afterwards over the telephone or by electronic mail, unless such notification contradicts applicable law.

**Article 3. Rights and Obligations of Contracting Parties**

- 3.1 While using the Technical Solution, the Vendor shall be entitled to use logos of the Bank and Service supplied by the Bank for this purpose. The Vendor shall be obliged to place the logos of the Bank and Service visibly on his/her website through which the Technical Solution is utilised.
- 3.2 The Vendor hereby acknowledges that the logos of the Bank and Service are trademarks; therefore, the Vendor must not use them in any other manner than that agreed upon.
- 3.3 The Vendor shall be obliged to protect his/her security data, in particular the Company Certificate, password or, as the case may be, PIN and PUK, first and foremost from possible loss, disclosure, theft, misuse etc. The Vendor shall further be obliged to protect his/her own computer system and component parts thereof from misuse. The Vendor shall be obliged to inform the Bank about any disclosure, theft or threatened misuse of the security data without any unnecessary delay.
- 3.4 The Vendor shall be obliged to notify the Bank without any unnecessary delay, whenever he/she suspects a software error or another fault of the Technical Solution or misuse of the Technical Solution by a third party. If such notification or the notification

referred to under Article 3.3 is made, the Bank shall be entitled to restrict or disable the use of the Service. The Vendor undertakes to render to the Bank all necessary assistance to ensure effective implementation of the corrective measures suggested by the Bank.

- 3.5 The Bank shall not be held liable for the malfunction of the Technical Solution and/or Service caused by a third party (e.g., software manufactured by another vendor/supplier; computer virus infection; workstation hardware fault etc.) or by *force majeure*.
- 3.6 The Bank shall only be liable for data received and confirmed by the Bank. The Bank shall not be held liable for any possible damage resulting from an erroneous or duplicated input of the date (submission of orders) via the Service.
- 3.7 The Vendor shall take necessary steps to protect the Technical Solution from any misuse by third parties.
- 3.8 The Vendor may only use the Technical Solution for the agreed-upon purpose and must not distribute, modify or copy the Technical Solution without prior written consent of the Bank.
- 3.9 The Vendor shall be obliged to stop using the Technical Solution as soon as this Contract ceases to be effective and, subsequently, shall remove the Technical Solution, including the logos of the Bank and Service, from his/her web pages and any applications; delete any and all copies and/or pilot versions of the Technical Solution he/she has at his/her disposal; and prevent third parties from using the Technical Solution.
- 3.10 The Vendor is obliged to ensure that all persons responsible for the technical implementation and use of the Technical Solution on the part of the Vendor are familiar with the Contract and Implementation Manual and abide by the provisions contained therein.
- 3.11 The Vendor hereby gives to the Bank his/her irrevocable consent to publish Vendor's identification data (in particular, the name/trade name, registered office, IČ (company ID), and website name as specified in the Contract) at the Bank's website throughout the effective period of the Contract in order to facilitate the acceptance of payments via the Service.
- 3.12 The Bank shall make the Authorisation of the transactions executed by Vendor's customers via the Service in accordance with the terms and conditions set forth by the Bank.
- 3.13 The Bank shall settle the transactions executed by Vendor's customers via the Service in accordance with the Notice on the Payment System, relevant Product Terms and Conditions, and General Conditions.
- 3.14 The Bank shall credit a transaction amount to the Vendor's account specified in the Contract on the day the funds shall have been debited from a customer's account, provided that the Vendor's account is kept with the Bank. Otherwise, the Bank shall ensure that the funds are credited to the Vendor's account specified above within the deadline set forth in the Notice on the Payment System.
- 3.15 The Vendor shall be obliged to notify the Bank, without any unnecessary delay, of any ascertained faults in the settlement of orders and lodge any complaints concerning transactions settled by the Bank within 30 calendar days from the date set forth in Article 3.14.
- 3.16 The Bank shall not be held liable for any unauthorised or erroneously performed transactions, for any damage suffered by the Vendor as a result of a breach of his/her obligations set forth under Article 3 hereof, or for any loss or damage resulting from an incorrect authorisation or non-execution of an Order due to reasons caused by a payer or the Vendor.
- 3.17 Should the Vendor fail to fulfil his/her duty to inform the Bank, as defined under Article 3 hereof, within three Business Days from the day on which such duty has arisen without being prevented from doing so by particularly serious reasons, he/she shall be deemed to fail to notify the Bank without any unnecessary delay.

**Article 4. Complaints**

- 4.1 In case of any troubles or complaints concerning the use of the Technical Solution, the Vendor may contact the Bank at the telephone number 955 551 554, or at another telephone number communicated by the Bank, or at the electronic address [mojeplatba@kb.cz](mailto:mojeplatba@kb.cz).

<sup>1</sup> Act No. 182/2006 Coll., On Bankruptcy and Its Resolution (Insolvency Act), as amended.

- 4.2 If so requested in a telephone complaint, the Bank shall provide the Client with information on the date, time and code of the telephone conversation and, if need be, with other agreed information.
- 4.3 The Vendor agrees that every call made over the aforesaid telephone line shall be voice recorded by the Bank. The record shall serve as evidence in case of any complaints.

#### **Article 5. Change of Description of Internet Sales Activities and Number of Account to which Payments Should Be Made Via the Service**

- 5.1 The Bank and the Vendor may agree on a change of the specification of the Internet sales activities, specifically the website name and address, and number of the Vendor's account to which payments made via the Service are credited by the Bank, as specified in the Contract. Such change shall be made by an amendment to this Contract. The Bank shall assign an identification number to the new Internet sales activities. The Bank reserves the right to reject Vendor's request to change the specification of the Internet sales activities and number of the Vendor's account to which payments should be made via the Service.

#### **Article 6. Termination of the Contractual Relationship**

- 6.1 The Contract shall expire / be terminated:
- By a notice of termination from any of the contracting parties. The Vendor and the Bank shall be entitled to terminate the Contract in writing at any time, even without stating a reason. The notice of termination given by the Vendor shall become effective on the last day of the calendar month in which it shall have been served to the Bank. The notice of termination given by the Bank shall become effective upon the lapse of a two-month notice period, which shall start on the day of delivery of the notice to the Vendor; or
  - As at the Conclusive Date.
- 6.2 The Bank's right to cancel the Contract in accordance with the General Conditions shall not be prejudiced by this provision.

#### **Article 7. Definition of Terms**

- 7.1 Terms in the Conditions that begin with a capital letter have the meanings set forth in the General Conditions or the following meanings:

**"Authorisation"** shall mean a process related to payments made by Vendor's customers via the Service, whereby the Bank verifies whether a specific customer is entitled to make such payment and whether a sufficient amount of liquid funds is available in the account from which the payment should be made.

**"Bank"** shall mean Komerční banka, a.s., registered office at Praha 1, Na Příkopě 33/969, Postal Code: 114 07, IČ (Company ID): 45317054, entered in the Commercial Register kept at the Municipal Court in Prague, section B, insert 1360.

**"Banking Services"** shall mean any banking deals, products and services provided by the Bank based upon its banking licence, including investment services provided by the Bank acting as a security broker/dealer.

**"Business Day"** shall mean a day that does not fall on a Saturday, a Sunday, a public holiday or other holidays within the meaning of the applicable law, on which the Bank is open for the provision of Banking Services and on which other institutions that take part in the provision of Banking Services, or on which the provision of the Banking Services depends, are open and provide the relevant services.

**"Company Certificate"** shall mean a company certificate issued to the Vendor by the Bank under the Contract for the Issue and Use of a Company Certificate

**"Contract"** shall mean a contract under which the Bank undertakes to provide the Client with the Technical Solution in order to facilitate the acceptance of payments via the Service.

**"Implementation Manual"** shall mean a document containing an implementation guide of the Technical Solution, governing specific terms and conditions of the use of the Technical Solution. The Bank shall be entitled to amend the Implementation Manual. A current version of the Implementation Manual is available at Bank's points of sale.

**"Service"** shall mean Mojeplatba service provided by the Bank, facilitating the execution of payment orders submitted by Vendor's customers when buying goods and services at the Vendor's website, provided that the customers use Mojeplatba service under a contract for the provision of direct banking services entered into with the Bank.

**"Tariff of Fees"** shall mean a list of all charges, other fees and payments for the Banking Services and operations associated with the Banking Services.

**"Technical Solution"** shall mean a set of parameters, instructions and any other equipment, including links to Bank's relevant systems, supplied by the Bank to the Vendor in order to make the Service accessible at the Vendor's website.

**"Vendor"** shall mean a subject (entity) with which the Bank has entered into the Contract.

#### **Article 8. Final Provisions**

- 8.1 The Bank shall be entitled to amend these Conditions on an ongoing basis in the manner set forth in the General Conditions.
- 8.2 These Conditions come into effect as of 1 January 2010