



**GENERAL TERMS AND CONDITIONS OF PAYMENT  
SERVICE PROVISION**

VALID FROM 01 JUNE 2021  
EFFECTIVE FROM 01 AUGUST 2021

## Article I FUNDAMENTAL PROVISIONS

- 1.1 These general terms and conditions of **Payout, a.s.**, with its registered seat at Juraja Slottu 2718/4, 010 01 Žilina, Company ID No.: 50 487 787, registered in the Business Register of District Court in Žilina, Section: Sa, Insert No.: 11032/L, have been drawn up by Payout in accordance with Section 273 of the Commercial Code in conjunction with Section 31 et seq. of Act on Payment Services (APS) and lay down the rights and obligations of Payout and the Client and the principles of legal relationship between these entities.
- 1.2 Payout is a legal entity with registered seat in the Slovak Republic which is, based on the license issued by the National Bank of Slovakia, registration no. 100-000-221-585 of 28 February 2020, which came into force on 25 March 2020, entitled to provide payment services under Section 2(1)(c)(i) and (ii) of APS (*execution of payment transactions, including transfers of funds from or to a payment account held with the user's payment service provider [...] 1. execution of credit transfers; 2. execution of payment transactions through a payment card or a similar device*) and under Section 2(1)(e) of APS (*issuing of payment instruments or acquiring payment transactions*) and payment services under Section 2(1)(g) of APS (*payment initiation services*) and under Section 2(1)(h) of APS (*payment account information services*). The supervisory authority is the National Bank of Slovakia.
- 1.3 Partners of Payout are especially financial institutions which have concluded the respective agreements with Payout.
- 1.4 Payout which operates the Payout Information System provides the Clients with payment services which are, in accordance with the Agreement, (i) execution of payment transactions, including transfers of funds from or to a payment account held with the payment services provider through credit transfer and/or (ii) through a payment card or another payment instrument and/or (iii) issuing of payment instrument and/or (iv) acquiring of payment transactions and or (v) payment initiation services and/or (vi) payment account information services.
- 1.5 General Terms and Conditions are an integral part of the contractual relationship between Payout and the Client, even when they are not physically attached to it, unless otherwise provided in the respective Agreement, and are based on generally binding legislation, in particular on APS.
- 1.6 All Annexes to the Agreement (including these GTC) constitute an integral part of thereto, unless otherwise provided therein.
- 1.7 In case of a conflict between the provisions and/or the wording of the Articles of the Agreement and the provisions and/or the wording of Annexes thereto (including these GTC as an Annex and integral part of the Agreement), the

provisions and/or wording of the Articles thereof shall prevail. In case of a conflict between the provisions of the Annexes (including GTC) thereto, an Annex with the higher order number shall prevail over an Annex with a lower order number.

## **Article II DEFINITIONS**

2.1 For the purposes of the Agreement, Annexes thereto and these GTC, the terms specified therein shall be defined as follows:

**Act on Banks** – shall mean Act No. 483/2001 Coll. on banks and on amending certain acts, as amended;

**Act on Personal Data Protection** – shall mean Act No. 18/2018 Coll. on personal data protection and on amending certain acts;

**Act on VAT** – shall mean Act No. 222/2004 Coll. on the value added tax, as amended;

**Agreement** – shall mean a contractual relationship between Payout and the Client the subject of which is especially rights and obligations of Payout and the Client relating to payment service provision in accordance with APS; unless otherwise provided in specific cases in the Agreement, integral parts thereof are, in particular, these General Terms and Conditions (GTC) and the Fee Schedule;

**AML Act** – shall mean Act No. 297/2008 Coll. on protection against money laundering and terrorist financing and on the amendment to certain acts;

**APS** – shall mean Act No. 492/2009 Coll. on payment services and on amending certain acts;

**Authentication** – Payout procedure which allows it, as a payment service provider, to verify the identity of payment service user or a rightfulness of using the payment instrument;

**Authentication Data** – shall mean personalized security features used by the Client to log in to the Payout Banking, especially Client ID and Password;

**Authorization** – shall mean the process of verification of the Payment Transaction prior to its execution which results in approval of the transaction and subsequent assignment of an authorization code or in its denial; the Authorization is not required if the amount of the Transaction does not reach the agreed Authorization Limit for Transactions executed through a Payment Card;

**Authorization Limit** – shall mean the maximum amount of Transaction set by Payout in case of which it is not necessary to perform the electronic Authorization of Payment through the Payment Card on the internet; the agreed Authorization Limit for the Transactions executed through the Payment Card on the internet (e-commerce) is EUR 50 (fifty euros); Payout shall be entitled to adjust the Authorization Limit at any time, including lowering it to EUR 0 (zero euros);

**Banking Secrecy** – shall mean all information and documents related to the matters concerning the client (customer) of the respective Partner as a payment service provider,

which are not available to the public, especially information on business, account balances and amounts of deposits;

**Card Company** – shall mean a company such as Visa, Inc., MasterCard Inc., DinersClub International and similar international or local Card Companies which operate payment systems and grant licenses for issuing and accepting of Payment Cards;

**Chargeback** - means a request for partial or full return of the transaction, performed by the Payment Card Owner/ Customer directly by the Issuer as defined by the Card scheme rules.

**Client** – shall mean any natural person which is an entrepreneur or a legal entity that is in a contractual relationship with Payout regarding the provision of payment services;

**Client ID** – shall mean a unique identifier of the Client which is assigned to it by Payout;

**Client Service Center** – shall mean a place where the Client accepts the Payment Cards for the Customer's payments for the services provided or for the goods, while name, address and, where applicable, other identification features are specified in Payout Banking; as a rule, the Client Service Center is a virtual internet shop of the Client;

**Commercial Code** – shall mean Act No. 513/1991 Coll., Commercial Code, as amended;

**Complaint** – a written submission directed against the correctness and/or quality of a service provided by Payout; the Complaint shall also mean a claim for revision of correctness and quality of payment service provision for the Client through Payout IS or upon Client's request;

**Confidential Information** – shall mean trade, legal, financial, operational and other facts concerning this Agreement, including, where applicable, its amendments, or facts related thereto, except for the information that is publicly-known or may have been acquired from commonly available sources as of the date of the conclusion of this Agreement, information that became publicly-known or may be acquired from commonly available sources after the date of the conclusion of this Agreement by means other than breaching the confidentiality obligation of the Party under this Agreement, and information which the Party does not want to keep confidential due to its nature, unless the Party explicitly declares to be confidential;

**Customer** – shall mean a natural person or a legal entity which is in a contractual relationship with the Client and/or is its customer, i.e. purchases the goods and/or services from the Client;

**Cut-off Time** – shall mean the time up to which Payout takes or receives Payment Orders during the respective Working Day; a Payment Order received after Cut-off Time shall be considered received on the following Working Day; Payout shall properly publish the determination of such Cut-off Time (e.g. on its website);

**Dispute** – shall mean any dispute arising between Payout and the Client from the Agreement or in relation thereto, especially disputes arising between the Parties in relation to the provision of payment services;

**Electronic Invoice** – shall mean an invoice containing information under Section 74 of Act on VAT and which is issued and received in any electronic form; the Electronic Invoice may only be issued with the consent of the receiver of the goods or service;

**Fee Schedule** – shall mean an up-to-date Fee Schedule of Payout containing the fees for payment service provision under the Agreement, forming an integral Annex thereto. It is published at [www.payout.one](http://www.payout.one). Payout shall be entitled to unilaterally modify the Fee Schedule at any time and shall be obliged to inform the Client of any modification of the Fee Schedule no later than two months prior to the date on which such modifications take effect. Unless the Client notifies Payout in writing of its non-acceptance of the modifications of the Fee Schedule prior to the date on which the modifications take effect, Payout and the Client agree that the Client has thereby accepted the modifications;

**GDPR** – shall mean Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 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 (General Data Protection Regulation);

**GTC** – shall mean these General Terms and Conditions, as amended;

**Initiation Order** – shall mean the Payment Order submitted upon the instruction of the Client in relation to the Payment Account held with the Partner or another payment service provider and which is available online as a part of the Payment Initiation Service for the purpose of execution of payment transaction;

**Integration Manual** – shall mean a written document – integration manual, which includes a description of the manner of communication and interconnection between interfaces of Payout Information System (Payout IS) and Client's e-commerce portal;

**Issuer** – shall mean the issuer of the Payment Card;

**License** – shall mean a license issued by the National Bank of Slovakia, registration no. 100-000-221-585 of 28 February 2020, which came into force on 25 March 2020, for the provision of payment services under Section 2(1)(c)(i) and (ii), Section 2(1)(e), (g) and (h) of APS;

**Managing Clerk** – shall mean the authorized person specified in the Annex to the Agreement which is authorized to initiate and authorize Payment Orders on behalf of the Client to its account, manage its PPA as well as use other services under the Agreement and GTC; unless otherwise provided, the Managing Clerk shall be entitled to act independently on behalf of the Client;

**NBS** – shall mean the National Bank of Slovakia with the registered seat at Imricha Karvaša, 813 25 Bratislava, Company ID No.: 30844789;

**Non-authorized Payment Transaction** – shall mean a payment transaction without the consent of the Payer in the required form;

**Non-identifiable Transaction** – shall mean a Transaction with missing identification data; if the additional identification of the Transaction is not performed in the determined period, such Transaction shall be considered an Unusual Business Operation

and shall be sent back to the Payer of such a Transaction under the conditions laid down in the Agreement, Fee Schedule and these GTC;

**Notification** – shall mean written information on execution of Payment Transaction or another action sent to the Client by Payout, usually in the Payout Banking or by other means agreed upon in the Agreement;

**Offer** – shall mean an individual price quote for payment service provision agreed upon by Payout and the Client in the Agreement. If the amount of fees for Payout services specified in the price quote in the Agreement differs from the amount of fees specified in the Fee Schedule, the provisions concerning the price quote defined in the Agreement shall prevail over the Fee Schedule. However, this shall not apply, if, in course of regular monitoring of compliance with the conditions agreed upon by Payout and the Client, finds that Client is not compliant with any of these conditions. In such a case, Payout shall be entitled to charge the Client with fees for payment service provision under Fee Schedule, beginning with the date on which the Client ceased to be compliant with the conditions for application of the Offer;

**Parties** – shall mean the Client and Payout;

**Partner** – shall mean a bank or a subsidiary of a foreign bank, or another financial institution that cooperates with Payout;

**Password** – shall mean a personalized code composed of alphanumeric characters, agreed upon by Payout and the Client;

**Payee** – shall mean a person designated by Payout as a receiver of funds involved in a transaction;

**Payer** – shall mean a natural person or a legal entity which initiates a Payment Order for the payment service provider, and which is the payer of funds used in the Payment Transaction;

**Payment Account** – shall mean a current account or another account held with the payment service provider that is used to execute payment transactions; the Payment Account is held for a name and surname in case of a natural person, and for a business name in case of a legal entity or a natural person – entrepreneur;

**Payment Account Information Service** – shall mean a service provided to the Client by Payout through the internet or another electronic distribution channel, which is based on the provision of consolidated information regarding one or more Client Payment Accounts held with one or more payment service providers (e.g. in one or more banks); Payment Account Information Service is an online service, which means that Payout provides or makes available the information regarding the Payment Account/s through a technical device (e.g. through a mobile application);

**Payment Account Information Service Provider** – shall mean Payout which provides the Client with the Payment Account Information Service under Section 2(1)(h) of APS;

**Payment Card** – shall mean each payment card (credit or debit card) bearing the logo of the respective bank and logo of the Card Company that is issued under their rules;

**Payment Card Acceptance** – shall mean a service of Payout as a payment service provider of authorizing the Client to accept Payment Cards and process transactions

executed by Payment Card Holders through Payment Cards on the internet (e-commerce) under the conditions laid down in these GTC and/or in the Agreement;

**Payment Card Holder** – shall mean a person to which the Payment Card was issued by the respective Partner and whose name is stated on the Payment Card;

**Payment Card Holder’s Transaction cancelled completely (“Refund”)** – shall mean a Transaction of the Customer that has been accepted and processed through Payout Gate available at the website of the Client, based on which the funds have been credited to PPA of the Client and which has subsequently been cancelled in full by the Client directly via Payout Banking

**Payment Card Holder’s Transaction cancelled partially (“Partial Refund”)** – shall mean a Transaction of the Customer that has been accepted and processed through Payout Gate available at the website of the Client, based on which the funds have been credited to PPA of the Client and which has subsequently been cancelled partially by the Client directly via Payment Banking ;

**Payment Initiation Service** – shall mean an initiation of the Payment Order through Payout for the Partner or another payment service provider upon Client’s instruction in relation to the Payment Account held with the Partner or a payment service provider other than Payout (Initiation Order), which is available online for the respective service;

**Payment Initiation Service Provider** – shall mean Payout which provides the Client with the Payment Initiation Service under Section 2(1)(g) of APS;

**Payment Order** – shall mean unreserved and unequivocal consent of the Payer given to Payout as a payment service provider to execute the Payment Transaction;

**Payment Service User** – shall mean a person that uses payment services as the Payer or Payee, while the Payer and the Payee may be the same person;

**Payment Transaction** – shall mean a transfer of funds executed by Payout between payment accounts held with the payment service provider upon Payer’s instruction or on its behalf;

**Payout** – shall mean the payment service provider – a trading company – a limited liability company established under the laws of the Slovak Republic, Payout, a.s., with registered seat at Juraja Slottu 2718/4, 010 01 Žilina, Company ID No.: 50 487 787, registered in the Business Register of District Court Žilina, Section: Sa, Insert No.: 11032/L, which is, under the License granted by NBS, entitled to provide payment services under APS and in compliance with the License;

**Payout Banking** – shall mean Payout interface (payment instrument) which the Client logs into through its Authentication Data and in which it can check the balance on its PPA, initiate Payment Orders, check Transactions, etc.;

**Payout Gate** – shall mean a technical solution (payment gate) operated by Payout which the Client integrates in its e-commerce portal using the integration manual issued by Payout and which allows receiving and processing of payment transactions;

**Payout Information System (Payout IS)** – shall mean the information system operated by Payout which, *inter alia*, allows execution of payment transactions between the payment service users under APS; Payout Information System includes Payout Payment



Account, Payout Gate, Payout Banking and other in accordance with the Agreement, as amended by GTC;

**Payout Payment Account (PPA)** – shall mean a Payout Client’s payment account set and managed for the Client by Payout and which is used to execute payment transactions;

**Personal Data** – shall mean data related to an identified natural person or an identifiable natural person which may be identified directly or indirectly, especially through a generally usable identifier, another identifier, such as name, surname, identification number, localization data or an online identifier, or through one or several characteristics or features which constitute physical, physiological, genetical, psychological, mental, economic, cultural or social identity of such a natural person;

**Politically Exposed Person** – shall mean a natural person defined in Section 6 of AML Act which is or has been entrusted with an important public office;

**Repeated Transaction** – shall mean a Transaction where Payment Card Holder, as a Customer, authorizes the Client to execute regular and repeated transactions through the Payment Card by saving the data on the Payment Card;

**Return Policy** – shall mean a document providing for all the legal relationships between Payout and a payment service user when handling complaints concerning the correctness and quality of services provided by Payout and which is accessible on Payout website; Payout shall be entitled to modify the Return Policy at any time while it publishes such modification in a proper manner (for example, on its website);

**Transaction** – shall mean a Payment Transaction;

**Unique Identifier** – shall mean a combination of letters, numbers or symbols which the payment service user is notified of by the payment service provider, and which shall be provided by the payment service user for the purpose of clear identification of another payment service user or its payment account for payment transactions;

**Unusual Business Operation** – shall mean a legal or other action indicating that, if executed, it may lead to legalization or terrorist financing;

**Working Day** – shall mean the day on which Payout, banks as well as other payment service providers participating in the execution of a payment transaction perform their activities and which is not a rest day or a public holiday under Act No. 241/1993 Coll. on public holidays, non-working days and memorial days, as amended, and under Act No. 311/2001 Coll., Labor Code, as amended; usually it is a day from Monday to Friday.

### Article III

#### ESTABLISHMENT OF THE CONTRACTUAL RELATIONSHIP

3.1 If the Client is interested in cooperating with Payout, it shall complete a registration form available at [www.payout.one](http://www.payout.one).



- 3.2 The contractual relationship between the Client and Payout shall be established upon conclusion of a written Agreement signed by all Parties on the same document and for the period specified therein. Unless otherwise agreed upon by the Parties, the Agreement between the Client and Payout shall be concluded for indefinite period.
- 3.3 The cooperation between the Client and Payout is governed by the Agreement, as amended by amendments and annexes thereto, if any, in accordance with these GTC, APS and other generally binding legislation in force in the Slovak Republic, which govern the execution of individual payment transactions and subsequent payment transactions, conditions of setting and managing of PPA, issuing of a payment instrument as well as the conditions of provision of other services by Payout under the Agreement.
- 3.4 For the purpose of the contractual relationship with Payout, the Client commits to comply with all applicable legislation, generally binding legal standards and any other regulations relating to its business activity and to carry out its business activity with professional care.

#### **Article IV**

#### **PROVISION OF PAYMENT SERVICES**

#### **4.1 PAYOUT PAYMENT ACCOUNT (PPA)**

- 4.1.1 Upon the conclusion of the Agreement, Payout sets for the Client the PPA – Payout Payment Account – for the purpose of the execution of Payment Transactions thereunder and if agreed upon therein.
- 4.1.2 During the term of the Agreement, Payout shall keep a record of Client's funds on PPA and their flow, and shall handle these funds in compliance with the rules relating to the handling of clients' funds and under the requirements of the Client.
- 4.1.3 The Payout Payment Account is held for Client's name/surname or business name. Client's PPA is identified by a specific Client ID assigned by Payout in accordance with these GTC and internal regulations of Payout.
- 4.1.4 Client's funds on PPA bear no interest, do not represent a deposit or electronic money.
- 4.1.5 The Client shall have access to PPA, balance on PPA and flow of funds to/from PPA through Payout Banking. As a rule, Payout sends an account statement containing transactions and balances on PPA to the Client on a monthly basis in the Payout Banking, unless otherwise agreed upon in the Agreement. By signing the Agreement, the Client declares its unreserved consent to the statements being sent under the Agreement and GTC, and, at the same time, the Client commits to check whether a delivered statement is correct within 7 days from the date of its delivery and to notify Payout without undue delay of any

identified discrepancy, however, no later than within 7 days from the delivery of the statement.

- 4.1.6 Any Payment Transactions using the Client's funds on PPA shall be executed exclusively by the Client or the Managing Clerk. In no case shall Payout bear responsibility for a damage caused by failure of the Client to comply with this obligation.
- 4.1.7 For the avoidance of doubt, Payout notes that the Client is the owner of funds on PPA.
- 4.1.8 In the following cases, Payout shall be entitled to block funds on PPA for a certain period:
  - a) it is obliged to do so under generally binding legislation;
  - b) it is obliged to do so under a decision of the court or another body authorized to issue such a decision;
  - c) bankruptcy proceedings have been initiated against the Client, restructuring was allowed or a proposal for the declaration of bankruptcy has been rejected due to insufficient property, the Client has gone into liquidation or a decision on dissolution of the Client's company without a legal successor has been issued;
  - d) criminal proceedings have been initiated against the Client or persons authorized to act on its behalf;
  - e) there is a justified suspicion that funds on PPA or their part originate from criminal activity or are to be used for committing such criminal activity;
  - f) if the Client repeatedly breaches its obligations under the Agreement and GTC and there is a danger that Payout may incur damage due to such actions of the Client.

## **4.2 PAYOUT GATE AND RECEIVING AND PROCESSING OF PAYMENT TRANSACTIONS**

- 4.2.1 On its website, the Client shall provide its Customers with access to Payout Gate – a technical solution by Payout which allows the Client to receive payments for the goods and/or services of the Client.
- 4.2.2 The Client shall be obliged to integrate the Payout Gate in compliance with the API Integration Manual issued by Payout. Payout shall not be held accountable for any damage incurred to the Client or its Customer due to improper integration of the Payout Gate. Payout shall be entitled to modify the Integration Manual at any time, notifying the Client in a timely and proper manner of doing so.
- 4.2.3 During the term of the Agreement, Payout shall be obliged to provide the Client with the payment services in accordance with the Agreement and GTC, operate



the Payout Gate and ensure it is fully functional. The Client shall be obliged to notify Payout of any defect and/or non-functionality of the Payout Gate and provide a brief description of the problem. Payout shall be obliged to solve such a problem within a reasonable period and without undue delay.

- 4.2.4 After the integration of the Payout Gate, the Client shall be obliged to put a Payout logo on its website without undue delay. The Client shall be entitled to use the Payout logo in accordance with the conditions notified to it by Payout; however, it shall not be entitled to change or otherwise modify the logo. The Client shall be obliged to remove the Payout logo, including logos of any Card Companies no later than on the last day of the term of the Agreement.
- 4.2.5 Payout shall be entitled to use the business name and logo of the Client in its promotional materials and on its website as a reference even following the expiration of the Agreement, which is agreed by the Client without any reservations.
- 4.2.6 Payout Gate as a technical solution allows receiving and processing of Payment Transactions, with the result of such a payment service is crediting of funds to PPA of the Client, as the Payee.
- 4.2.7 Funds involved in the Payment Transaction which Client receives are credit to its PPA within the end of the day following the day on which these funds are received by Payout.
- 4.2.8 The Client shall not be entitled to set the minimum or maximum price of the goods and/or service, and thus limit the use of Payout Gate by Client's Customers to pay for such goods and/or service.
- 4.2.9 Information on the Transaction executed through Payout Gate shall be made available to the Client automatically through Payout Banking or by other means agreed upon in the Agreement.

### **4.3 PROVISION OF PAYMENT SERVICES AND PAYOUT BANKING**

- 4.3.1 Payout Banking shall be provided to the Client by Payout under the Agreement.
- 4.3.2 The Client shall be entitled to submit Payment Orders through Payout Banking.
- 4.3.3 Payout shall execute the Payment Transactions for the Client solely by electronic means and by transfer.
- 4.3.4 The Payer may initiate the Payment Orders at any time and the initiated Payment Order shall be processed without undue delay after it has been received. The Payment Order shall be considered received the moment when Payout receives the Payment Order submitted by the Payer. If the Payment Order is not received on Working Day or it has been received after Cut-off Time, it shall be considered received on the next Working Day.
- 4.3.5 If Payout refuses to execute the Payment Order, it shall be obliged to notify the Payer of the refused Payment Order of this fact. Payout shall immediately provide the reasons for the refusal of the Payment Order, and, if possible, the

procedure to remedy the faults which have led it to the refusal, unless otherwise provided by a special law. In justified cases, Payout shall be entitled to charge a fee for notification regarding the refusal to execute the Payment Order in accordance with the Fee Schedule, if such a refusal is objectively justified by the reasons related to the Client.

- 4.3.6 After the Payment Order is received by Payout, the Payer must not withdraw it, unless otherwise provided hereinafter. However, if Payout and the Client agree on the withdrawal of the Payment Order, Payout shall be entitled to charge the Client with a fee for such withdrawal of the Payment Order in accordance with the Fee Schedule.
- 4.3.7 If Payout and the Payer agree that the Payment Order shall be executed on a specific day or at the end of a specific period or on the day on which the Payer transferred funds to Payout, such an agreed day shall be considered the moment of receiving the Payment Order.
- 4.3.8 Payout shall process the Payment Orders without undue delay or within the period specified by the Payer. The provision under the previous sentence shall not apply in cases where Payout suspects an Unusual Business Operation or other violation of the rules of Payout, Partners or Card Companies. In such a case, Payout reserves the right not to settle the transaction while Payout is conducting an investigation of the Unusual Business Operation or other violation of the rules of Payout, Partners or Card Companies.
- 4.3.9 Payout charges fees for the execution of Payment Transactions and other services in accordance with the Fee Schedule and under the respective Agreement.
- 4.3.10 The Client shall, at all times, have access to transactions on PPA as well as other information regarding the Client and its Transactions through Payout Banking.
- 4.3.11 Payout shall provide the Client with information in accordance with Sections 38 to 41 of APS in Payout Banking once a month, no later than within 10 days following the end of the respective calendar month.
- 4.3.12 Payout shall be responsible for crediting the funds of the Transaction to PPA of the Client as well as for debiting the funds of the Transaction from PPA of the Client.
- 4.3.13 If there is a failure to execute the Payment Transaction or the Payment Transaction is executed wrongly or with a delay, Payout shall take remedial action immediately in accordance with the requirements of the Client and under the conditions laid down in APS.
- 4.3.14 The Payer shall bear a loss of up to EUR 50 relating to all the Non-authorized Payment Transactions and which has been incurred by use of a lost or stolen payment instrument or by misuse of a payment instrument by a non-authorized person due to the negligence of the Payer in securing the personalized security features. The provision under the preceding sentence shall not be applied in

case of losses relating to Non-authorized Payment Transactions caused by the fraudulent action of the Payer, deliberate failure of the Payer to comply with one or more of its obligations under Section 26 of APS or by failure of the Payer to comply with one or more of its obligations under Section 26 of APS due to gross negligence of the Payer; in such a case all losses shall be borne by the Payer.

- 4.3.15 The Payment Service User shall be entitled for rectification by Payout, if Payout notified it of identifying a Non-authorized or wrongly executed Payment Transaction, based on which the Payment Service User shall be entitled for rectification, including the claims under Section 22 of APS, without undue delay following the day of identification of such Non-authorized or wrongly executed Payment Transaction, however, no later than within 13 months from the date of debiting funds from the Payment Account or crediting funds to the Payment Account. The specified period shall be used, if the Payment Service User has provided or made available the information regarding such a Payment Transaction under Section 40 and Section 41 of APS.

#### **4.4 PAYMENT INITIATION SERVICES**

- 4.4.1 The Client, as the owner of the Payment Account held with the Partner or another payment service provider which is available to it online, shall, within the meaning of the applicable legislation, be entitled to use the Payment Initiation Services through Payout.
- 4.4.2 The Client shall be entitled to use the Payment Initiation Service through Payout Banking which allows the Client to initiate an automatically created Payment Order and subsequently confirm (authorize) it, i.e. the Payer shall be entitled to initiate and submit Payment Orders to electronic banking of the Partner or another payment service provider not directly, but through a software solution of Payout, as the Payment Initiation Service Provider (hereinafter also as the "Initiation Order").
- 4.4.3 The Client is aware that provision of the Payment Initiation Service is not dependent on the contractual relationship between Payout and the Partner or another payment service provider.
- 4.4.4 Payout shall provide the Client with a possibility to use the Payment Initiation Service in the scope and under the conditions laid down by the applicable legislation, the Agreement and these GTC, as long as there is evidence that the Payer has given consent to the provision of the Payment Initiation Service. Payout shall be entitled to set the limit in relation to the Payment Initiation Service as well as to change this limit at any time; Payout shall duly notify the Client of doing so in advance and in writing, as a rule, through Payout Banking. Such a limit shall include all the Initiation Orders given by the Client during the specified period.

- 4.4.5 The Payer grants Payout consent to the provision of the Payment Initiation Service by signing the Agreement and submitting a request for the provision of the Payment Initiation Service through Payout Banking or electronic banking of the Partner or another payment service provider.
- 4.4.6 The Payer must not change or withdraw the Initiation Order after it has initiated and authorized it in the required manner through Payout, unless otherwise provided. However, if Payout and the Client reach an agreement regarding the withdrawal of such an Initiation Order, Payout shall be entitled to charge the Client with a fee for such withdrawal of the consent and Initiation Order in accordance with the Fee Schedule.
- 4.4.7 As the Payment Initiation Service Provider, Payout commits to ensure compliance with all obligations it has under applicable legislation in relation to provision of the Payment Initiation Services; in particular, it shall be obliged (i) to ensure that the Authentication Data and other personalized security features are only accessible to the Client and their Issuer; (ii) to ensure that the Authentication Data and personalized security features are sent via secure and effective means so that they are not accessible to other persons; as well as (iii) to ensure that any other information regarding the Payer acquired in course of the provision of the Payment Initiation Services, except for the information referred to in point (i) of this paragraph, is only provided to the Payee based on the verifiable consent of the Payer; and (iv) to identify itself in each case of the provision of a Payment Initiation Service at the Partner or another payment service provider and to communicate with the Partner or another payment service provider in a secure manner and in compliance with the applicable legislation.
- 4.4.8 Payout commits that (i) it shall not store any sensitive payment data of the Client; (ii) it shall not require any data from the Client apart from those which are necessary for the provision of the Payment Initiation Service; and (iii) it shall not have access, it shall not use and store data provided by the Client for other purposes than for the provision of the Payment Initiation Service provably requested by the Client; (iv) it shall not change the amount, payee or other data of the Payment Transaction in the Initiation Order it submits to the Partner or another payment service provider.
- 4.4.9 The Payment Initiation Service shall be provided to the Client in accordance with the Fee Schedule.
- 4.4.10 While providing the service, the Payment Initiation Service Provider shall not collect or store electronic banking data which have been provided to the Payer for this purpose (personalized security features). Information provided when connecting the Payer to Payer's electronic banking (Client identification code, password, cards with passwords, etc.) is encrypted and is only used on a one-time basis in order to initiate the Initiation Order by the Payer.

- 4.4.11 Prior to executing the Initiation Order, the Payment Initiation Service Provider shall invite the Client to confirm the correctness of the data entered in relation to the Payment Order initiation, in particular: (i) selection of the Payment Account from which the Transaction is to be executed; (ii) the amount of funds to be transferred; (iii) data of the Payee; (iv) fees for the provision of the Payment Initiation Service or any other fees (if applicable).
- 4.4.12 Pursuant to paragraph 4.4.9 hereof, the Client shall be responsible for ensuring that the Payee (and any relevant data related to it) is correct prior to submitting the Initiation Order. Payout shall not be held accountable for any damage incurred to the Client due to the Client breaching its obligation under the preceding sentence of this paragraph hereof.
- 4.4.13 The Payment Initiation Service Provider shall be entitled, on its own account, to apply security measures to verify identity of the Client prior to sending the Payment Order to the Partner or another payment service provider.
- 4.4.14 After receiving the Initiation Order, Payout shall notify the Client of successful submission of the Payment Order to the Partner or another payment service provider through Payout Banking.
- 4.4.15 In relation to the execution of the Initiation Order, Payout shall provide the Client with (i) data allowing identification of the payment and the Payment Account; (ii) the amount of the Payment Transaction; and (iii) the amount of all the fees to be paid to the Payment Initiation Service Provider for the respective service or a breakdown of the amounts of such fees (if applicable).
- 4.4.16 If Payout refuses to provide the Payment Initiation Service, it shall be obliged to notify the Client, as the Payment Initiation Service user, of this fact. Payout shall immediately notify the Client of the reasons for its refusal to provide the Payment Initiation Service, and, if possible, the procedure to rectify the faults that have led it to the refusal to provide the Payment Initiation Service, unless otherwise provided by the special law. In justified cases, Payout shall be entitled to charge a fee for notification regarding the refusal to execute the Payment Order in accordance with the Fee Schedule, if such a refusal is objectively justified by the reasons related to the Client.
- 4.4.17 On no account does Payout, as the Payment Initiation Service Provider, hold funds of the Payer in course of provision of the Payment Initiation Service.
- 4.4.18 The Payment Initiation Service Provider shall be responsible for proper execution of this service as well as for the security and confidentiality of electronic banking data.

#### **4.5 PAYMENT ACCOUNT INFORMATION SERVICES**

- 4.5.1 The Client, as the owner of Payment Accounts available to it online, shall be entitled to use Payment Account Information Services through Payout within the meaning of applicable legislation. This service includes provision of the

- agreed information to the Client, in particular: (i) list of Client's Payment Accounts; (ii) balance on the Client's Payment Account (current, available, or other); (iii) transaction history per given period; (iv) other agreed information.
- 4.5.2 The Client is aware that provision of the Payment Account Information Service does not depend on the contractual relationship between Payout and the Partner or another payment service provider.
- 4.5.3 Payout shall be entitled to access to the information on Client's Payment Accounts held with the Partners or other payment service providers specified by the Client and on related transactions to the extent it is made accessible to the Client in relation to the respective Payment Account in electronic banking. The Client is aware that Payout shall collect personal data of the Client for the purposes above only in the extent necessary under the Agreement and GTC.
- 4.5.4 Payout shall provide the Client with the possibility of the Payment Account Information Service in the extent and under conditions laid down by applicable legislation and the Agreement, if the Client has probably given Payout consent to provision of such Payment Account Information Service, usually through its internet banking with the respective Partner or another payment service provider, or in writing in the Agreement; in such case, Payout shall subsequently request data on the relevant Payment Account from the Partner or another payment service provider in accordance with the consent provided by the Client. Payment Account Information Service shall be provided to the Client until this consent is changed or revoked by the Client (or until the Client makes such change through electronic banking).
- 4.5.5 If the consent of the Client is granted under paragraph 4.5.3 hereof in the Agreement, it shall take effect towards Payout on working day following the notification of the consent to Payout by the Client through the Agreement and shall relate to the Payment Accounts specified in this consent by the Client.
- 4.5.6 The Client shall be entitled to change or revoke the consent granted in relation to the Payment Accounts or to one of them at all times through Payout Banking or through electronic banking with the respective Partner or another payment service provider.
- 4.5.7 As the Payment Account Information Service Provider, Payout commits to ensure compliance with all obligations imposed on it by applicable legislation with regard to the provision of Payment Account Information Services, in particular (i) to provide Payment Account Information Services only based on the provable consent of the Client; (ii) to ensure that the Authentication Data or other personalized security features are, apart from the Client, only accessible to their Issuer; (iii) to ensure that the Authentication Data and other personalized security features are notified/handed over in a secure and effective manner, so that they could not be made accessible to third parties; and (iv) to communicate with the Partner or another payment service provider holding the Payment Account of the Client in a secure manner and in accordance with the



applicable legislation, and to identify itself at all times in course of such communication.

- 4.5.8 Payout commits not to request from the Client any sensitive payment data relating to the Payment Accounts of the Client, and not to use or store such information, unless otherwise provided for the specific cases by the applicable legislation.
- 4.5.9 The Payment Account Information Service shall be provided to the Client in accordance with the Fee Schedule.
- 4.5.10 The Payment Account Information Service Provider shall be entitled to make available and collect information for the specified Payment Account on a daily basis so that information on the individual Payment Accounts were as up-to-date as possible. While Payout, as the Payment Account Information Service Provider, aims to ensure correctness of all the information available in relation to provision of the Payment Account Information Services, Payout shall not guarantee availability of the Payment Account Information Services or reliability and accuracy of the information provided, in particular, but not limited to, in case of failure of the Partner or another payment service provider to provide the necessary cooperation, or in case of delay or mistake on side of the Partner or another payment service provider where the Payment Account is held. The Client is aware that the Payment Account Information Service Provider provides information on the individual Payment Accounts as they are held and registered by the Partner or another payment service provider; Payout therefore shall not provide any guarantee of accuracy or up-to-dateness of such data. Payout shall bear no responsibility for losses or damage incurred to the Client due to the Client relying on the information provided to it by Payment Account Information Service Provider. The Client shall be obliged to immediately notify Payout of any discrepancies between the financial information provided by the Payment Account Information Service Provider and the financial information provided by the Partner or another payment service provider where the Payment Account, in relation to which the Payment Account Information Service is provided, is held.

#### **4.6 PAYMENT CARD ACCEPTANCE AND PROCESSING OF TRANSACTIONS EXECUTED THROUGH PAYMENT CARDS**

- 4.6.1 Payout shall provide Payment Card Acceptance to the Client under the Agreement.
- 4.6.2 As a part of its business activity on the internet (e-commerce), the Client shall be entitled to accept the Payment Cards provided by Payment Card Holders as a cashless payment instrument for the goods or services purchased; for this purpose, the Client shall be obliged to provide the Payment Card Holders proper information regarding the accepted Payment Cards.

- 4.6.3 The Client shall be obliged to comply with all the binding instructions provided by the relevant Issuer, Card Company, or a supervisory authority as well as other, if any, conditions specified by Payout in relation to Payment Card Acceptance provided for, in particular, but not limited to, in special handbooks of the respective Card Company.
- 4.6.4 In case of certain types of business activity (e.g. gambling operation), apart from rights and obligations laid down under these GTC and/or the Agreement, Payout shall also be entitled to impose on the Client other specific conditions and binding instructions relating to Payment Card Acceptance.
- 4.6.5 The Client shall, at all times, execute Payment Card Acceptance at its own risk and on its own responsibility, and shall not be entitled to collect, store, process and archive the data on the Payment Cards, if it has access to such data. Payout shall be entitled to withdraw from the Agreement in case of breach of this provision hereof. Apart from withdrawal from the Agreement, Payout shall be entitled for compensation of full amount of the incurred damage.
- 4.6.6 At the same time, the Client shall be obliged:
- a) at all times, to act with due professional care and comply with all instructions and conditions under these GTC and/or the Agreement, as well as any other specific handbooks and manuals provided to it by Payout, in relation to Payment Card Acceptance;
  - b) at all times, to allow the Payment Card Holder to pay through the Payment Card and not to refuse to accept the Payment Card of the Payment Card Holder for the purpose of transaction;
  - c) to provide Payment Card Holders with clear and comprehensible information regarding the total price of the goods or services provided on Client's website;
  - d) not to favor payment by Payment Card over the payment by cash, i.e. to provide services and sell goods for the same prices and under the same conditions which are applied to other types of payment for the goods or services; the Client shall not be entitled to request or apply any additional fees or amounts for Payment Card acceptance;
  - e) not to divide the payment by Payment Card into several payments to avoid its obligations; the Client shall be obliged to execute only single Transaction by the Payment Card for all purchases made by a single Payment Card Holder in one place and at the same time in the total amount corresponding to sum of amounts of the individual purchases;
  - f) not to accept payment by Payment Card for the goods or services which the Client does not provide on its own behalf and on its own account, or which the Client provides on behalf of the third person;
  - g) to take all the measures necessary in order to prevent fraud related to the Payment Cards, or their misuse and forgery;

- h) provide Payout and/or Partner with all cooperation which may be justifiably requested from it, in particular in cases of monitoring of the secure Payment Card use or in case of a preventive measure aiming to prevent the Payment Card misuse;
  - i) to place on its website graphic images informing third persons about the possibility to use the Payment Card to pay for the goods and services of the Client, including a logo or a trademark of the Partner or Card Company which accepts the Payment Cards, in compliance with the rules of the Partner or Card Company which notified the Client or Payout of these rules; prior written consent of the Partner or Card Company shall be required at all times in relation to the use of registered trademarks or logo of the Partner or Card Company for any other purposes.
- 4.6.7 The Client shall be entitled to request from Payout the Repeated Payment service under the Agreement. In relation to Repeated Payments, apart from the obligations laid down herein and/or in the Agreement, the Client shall be obliged to reach a clear agreement with Payment Card Holders, which will purchase goods and services from the Client, as regards the rules of using the Payment Card in the Client Service Center as well as clear rules, conditions and restrictions concerning the entitlement of the Client to initiate Transactions to be settled, and the maximum duration of periods for initiating such Transactions. The Client shall bear exclusive responsibility for verifying that the Payment Card Holder has granted consent with execution of Repeated Payments by the Client.
- 4.6.8 With respect to Payout as the payment service provider, the Client represents and shall ensure that, in relation to Payment Card Acceptance, its representatives, persons acting on its behalf and its Customers shall not use any website of the Client in a manner which might endanger the security or integrity of Payout Gate, electronic connection or any other technical equipment of Payout.
- 4.6.9 The Client shall be obliged to allow Payout and/or the Partner to inspect compliance of the Client with its obligations hereunder and/or under the Agreement. The Client shall, for this purpose in justified and urgent cases, be obliged to provide Payout and/or the Partner (or authorized persons) with access to the Client Service Center as well as to allow appropriate inspection of accounts and documents related to the business activity of the Client.

#### **Authorization and Transaction settlement**

- 4.6.10 Payout commits to execute Authorization for all Transactions in relation to the Payment Card Acceptance, if the Transaction complies with the conditions specified by Payout and the Issuer. If electronic Authorization is not possible due to technical or other reasons, the Transaction must not be executed.

- 4.6.11 Payout shall be obliged to Authorize the Transaction prior to fulfilment of Client's obligation towards the Payment Card Holder in relation to which the Payment Card Holder executes the Payment Transaction and only in case that the Payment Card Holder has granted its consent to the execution of transaction for the goods or services in advance.
- 4.6.12 If the Transaction is Authorized, an authorization code shall be assigned to it which confirms the existence of a Payment Card with the same number, that the Payment Card is not invalid, blocked or otherwise restricted, and that there are sufficient funds on the account for which the Payment Card has been issued and the planned Payment Transaction is within the limit allowed for the Payment Card. Assignment of the authorization code shall, on no account, mean confirmation of Payment Card Holder authorization to execute the Transaction, and, by this assignment, Payout shall not waive its right for non-settlement or chargeback of the Transaction; the Client shall not be entitled to claim settlement of any other Transaction based on such assigned authorization code.
- 4.6.13 The requests for Transaction settlement from the Client shall only be sent to and processed by Payout.
- 4.6.14 Payout shall only settle all the claims of the Client related to the funds of Payment Card Holders if the following conditions have been met:
- a) the Client is entitled to accept the Payment Cards under the Agreement;
  - b) the Transaction has been authorized, with the exception of cases where the Authorization is not required (e.g. in case of Transaction which does not exceed the Authorization Limit);
  - c) Authorization has not been denied by Payout, Partner or Card Company;
  - d) the Client shall only submit such Transactions to be settled which represent the payment by Payment Card Holder for the goods or services actually provided by the Client; the Client shall not be entitled to initiate the Transaction settlement without a commitment to deliver the goods or service to the Payment Card Holder;
  - e) there is no reason to believe that the Payment Card has been misused or used without an authorization;
  - f) the Client has complied with other obligations it has in this respect hereunder and/or under the Agreement.
- 4.6.15 The Client shall not be entitled to connect or to provide connection of another merchant or any other person to Payout Gate or website of the Client, and all the requests for Transaction settlement must relate solely to the Client.
- 4.6.16 Settlement of financial claims of the Client shall be executed to Client's PPA under the Agreement. Payout shall not bear responsibility for any damage incurred to the Client due to failure of the Client to comply with its obligations under this paragraph hereof.
- 4.6.17 The Client shall not be entitled to any late interests or sanctions against Payout relating to the funds which are to be settled for the Client hereunder and/or



under the Agreement and which have been received from the Partner or Card Company until Payout does not actually have these funds at its disposal.

#### **4.7 MYSTERY SHOPPING**

- 4.7.1 In order to improve its services provided to the Client, Payout reserves a right to conduct regular monitoring of the Client's website, on which the Client offers its goods and services, and to carry out test purchases and transactions on Client's website that shall not differ from purchases and transactions carried out by the Client's Customers. Payout shall inform the Client of these test purchases and transactions with the request for cancellation of the completed purchase or transaction, as they have only been carried out for testing purposes. In such a case, the Client shall be obliged to return to Payout the transaction completed in the course of the test purchase no later than within 7 days from being informed by Payout of the test purchase. The Client shall bear sole responsibility for any legal consequences of such mystery shopping.
- 4.7.2 If, in the course of such a test purchase or transaction, Payout discovers any shortcomings in its services provided to the Client or non-compliance with any of the obligations which the Client has under its contractual relationship with Payout, Payout shall inform the Client of any such shortcomings. The Client shall be obliged to remedy the shortcomings no later than within 14 days from the date of being informed of discovered shortcomings by Payout. If the Client fails to remedy the shortcomings without objective reasons within the specified period of 14 days, Payout shall be entitled to terminate this Agreement under Article XII hereof.

### **Article V SECURITY MEASURES**

- 5.1 Payout shall hand the Authentication Data over to the Client in person at the seat of Payout following the conclusion of the Agreement or by other agreed means which Payout considers safe. For the sake of security, Payout shall be entitled to require the Client to change its Password on first use of the Payout Information System as well as in regular intervals under instructions provided by Payout.
- 5.2 Payout shall, at its own discretion, be entitled to:
- a) introduce an additional way of Authentication and Authorization;
  - b) introduce new Authentication Data;
  - c) cancel any of the Authentication Data or to change it and replace it by a new one;
  - d) block the Authentication Data in case of multiple entering of incorrect Authentication Data.

Payout shall notify the Client of such a change in due time and in an appropriate manner.

- 5.3 The Client shall be obliged:
- a) to protect the Authentication Data from being lost, stolen, damaged, destroyed or misused by another person;
  - b) to prevent the use of the Authentication Data by another person;
  - c) to store the Authentication Data in a safe place;
  - d) to handle the Authentication Data with due care, not to pass them on to another person, not to lend them and to perform regular checks of their security;
  - e) when using the Authentication Data, to ensure that no third person is observing the entering of these data;
  - f) not to log into the Payout Information System from public and non-secured internet access points;
  - g) to notify Payout without undue delay in case of loss or theft of the Authentication Data;
  - h) to perform regular checks of the flow of funds in the Payout Information System;
  - i) to comply with the principles of information security, in particular with the technological measures relating to the technological equipment used, secure password policy, etc.
- 5.4 Payout, as the Payment Initiation Service Provider and Payment Account Information Service Provider, shall guarantee to the Client the same level of protection and security of Client's data in relation to the provision of the Payment Initiation Service and/or Payment Account Information Service as other payment service providers, e.g. banks, and shall ensure subsequent level of protection of its Clients' privacy.

## **Article VI COMPLAINTS**

- 6.1 If the Client believes that the services provided by Payout are defective, it can file a Complaint to Payout. Detailed procedure of Complaint filing and handling is governed by the Return Policy which forms an annex to the respective Agreement and is also published at [www.payout.one](http://www.payout.one).
- 6.2 Payout Return Policy governs legal relationship between the Client and Payout when handling complaints relating to the correctness and quality of the services provided to the Client by Payout.
- 6.3 Payout Return Policy also governs the legal relationship between the Client and Payout as the Payment Initiation Service Provider and/or Payment Account Information Service Provider when handling complaints relating to the correctness

and quality of the Payment Initiation Services and/or Payment Account Information Services.

- 6.4 If Payout is responsible for non-execution, incorrect execution or delayed execution of the Payment Transaction when providing the Payment Initiation Service, it shall, upon the request of the Partner or another payment service provider, immediately compensate all losses or amounts paid due to returning of the funds.
- 6.5 The Complaint sent to Payout shall be filed in writing by electronic means or through Payout Information System in Slovak language or in a language in which the Agreement between the Parties has been concluded.
- 6.6 The costs connected to drawing up and filing of the Complaint, including any attachments thereto, shall be borne by the Client as the complainant. The costs connected to handling of the Complaint shall be borne by Payout.
- 6.7 Payout shall be obliged to handle the Client's Complaint without undue delay, no later than within the periods laid down in the Return Policy.
- 6.8 For the avoidance of doubt, Payout Return Policy shall not relate to complaints filed by persons other than the Client, including the complaints filed by the Payment Card Holder related to Payment Card Acceptance nor the complaints filed by the Payment Card Holder, the respective Partner or Payout against the Client.
- 6.9 The responsibility for the complaints or claims of the Payment Card Holders relating to the Payment Card Acceptance by the Client shall be borne solely by the Client, which shall be obliged to draw up and publish on its website a return policy for this purpose, in accordance with the conditions of these GTC provided below and/or of the Agreement.
- 6.10 The Client commits to handle and shall be obliged to settle all the complaints or claims exercised by the Payment Card Holder in relation to the sales of the goods or provision of services by the Client directly with the Payment Card Holder. The Client also commits to handle and shall be obliged to settle all the complaints or claims filed by the Payment Card Holder directly with the Partner and/or Payout. If the Payment Card Holder files a complaint directly with the Partner and/or Payout, the Partner and/or Payout shall be entitled to refer such a complaint directly to the Client. In this respect, the Client also commits to provide the Partner and/or Payout with all necessary cooperation, documents and explanations. No commitments or liabilities shall arise to Payout from the disputes between the Client and the Payment Card Holder relating to the provision of goods or services.
- 6.11 The Client shall be obliged to handle any complaints in writing or through electronic mail if complaint handling does not require sending of the originals of documents.
- 6.12 The Client shall be obliged to store and archive all the documents or electronic confirmations of Transactions executed in relation to the Payment Card Acceptance for the purposes of potential complaints or other claims of the

Payment Card Holders for the period of 4 (four) years from the date of execution of these Transactions and to make them available or provide them upon request to Payout or the Partner without undue delay.

- 6.13 If the Transaction of the Payment Card Holder is entirely or partially cancelled, the Client commits to facilitate the return of funds of the Transaction to the Payment Card Holder. The Client shall return the Transaction primarily through Payout Gate, unless otherwise agreed with the Payment Card Holder.
- 6.14 The Client commits that, if it becomes obliged to return to the Payment Card Holder the payment for the goods or services due to legitimate complaint of the Payment Card Holder relating to the quality of goods or services, it shall return the initially settled Transaction or its part to the account of the Payment Card Holder, i.e. the Client initiates the refund primarily through Payout which shall cancel and return the Transaction through Payout Gate, unless otherwise agreed with the Payment Card Holder.
- 6.15 If the Payment Card Holder, the Partner, Payout or another authorized person involved in the system of payment of the Transaction in case of Payment Card Acceptance questions any Transaction or its amount executed with the Client or does not pay it to the Partner, the Client shall commit to provide the Partner and Payout with documents and information proving the correctness and legitimacy of the Transaction.
- 6.16 The Client is aware and agrees that, in the following cases related to the Payment Card Acceptance, it shall not be entitled to refund and settlement of the Transaction and commits to return the amount of the questionable Transaction while being obliged to tolerate Payout not refunding such a Transaction or blocking corresponding financial claims on Client's account until the suspicious Transaction is inspected or until the end of the complaints procedure:
  - a) the Client has not provided Payout or the Partner requested documents and information necessary in order to verify the Transaction, regardless of whether the goods or services have been delivered to the Payment Card Holder;
  - b) the Client has breached its obligations related to Payment Card Acceptance;
  - c) while inspecting the complaint filed by the Payment Card Holder, Payout, Bank or another person involved in the system of payment, it cannot be proven that the Payment Card Holder has executed the Transaction or that it has received the goods or the service;
  - d) the complaint filed by the Payment Card Holder proves to be legitimate;
  - e) in cases requiring special attention where Payout or the Partner, with respect to all circumstances of the case, could have a justified suspicion regarding the authorization of the Transaction and of the Payment Card Holder to execute the Transaction.
- 6.17 If Payout has exercised a complaint or other claim directly against the Client, the Client shall bear sole responsibility for filing or exercising of a corresponding claim against the Payment Card Holder.



**Article VII**  
**INFORMATION OBLIGATION OF THE CLIENT**

- 7.1 Prior to conclusion of the Agreement, the Client shall be obliged to provide Payout with all information and documents required for the proper conclusion of the Agreement and provision of payment services, including the provision of respective permits and authorizations to performance of its business activity. Prior to the conclusion of the Agreement, Payout as well as the relevant Partner shall be entitled to screen the Client in all available public registers (e.g. Business Register, Trade Register, NBS registers, etc.) and with the Card Companies and other registers accessible to the public. The Client is aware that Payout shall be entitled not to conclude the Agreement with the Client in case of any doubts regarding the correctness of data, credibility or solvency of the Client, or in case where the Partner refuses to give consent to Payout concluding the Agreement with the Client.
- 7.2 The Client shall be obliged to ensure continuous availability of information on its website, in the minimum extent as follows: Client identification, complete description of the goods and services offered and their prices, means of returning the goods, refund of the amount paid, contact for the customer service of the Client, currency of the country or the currency in which the sales shall be executed, export restrictions, manner of delivery of the goods or provision of a service, name of the country in which the Client is registered, information regarding the protection and guarantee of safety of Payment Card Holders' personal data. Such information of the Client must not be in contradiction with the regulations of Card Companies and Payout.
- 7.3 The Client shall be obliged to ensure that Payout, at all times, has complete and correct information and to notify Payout of any change in the identification data as well as of the Service Centers of the Client. If the Client breaches its obligation under the preceding sentence hereof, i.e. does not notify Payout of such change, delivery to the last known address of the Client shall be deemed properly executed.
- 7.4 At the same time, the Client shall be obliged to provide Payout with any important information concerning the financial situation and/or business activity of the Client, in particular, information concerning termination or suspension of Client's business activity, fusion, merger or demerger of the Client, change of the legal form of the Client, sale of Client's business or part of its business, including information which may have direct or indirect impact on performance of the Agreement by the Client or on the ability of the Client to fulfil its obligations under the Agreement (e.g. initiation of criminal proceedings, custodial sentence

order, initiation of enforcement proceedings, bankruptcy/restructuring petition, etc.).

## **Article VIII DELIVERING AND COMMUNICATION**

- 8.1 The communication between Payout and the Client shall be in Slovak language; if the Client requests the use of other than Slovak language, the communication may also take place in such language, if agreed upon by the Parties.
- 8.2 As a rule, the communication between Payout and the Client shall be in writing, unless otherwise agreed upon by them or unless another form of communication is required by the nature of the act.
- 8.3 As a rule, any communication between Payout and the Client shall take place through Payout IS. Any information sent to the Client through Payout IS shall be deemed duly and effectively delivered.
- 8.4 Apart from the form under the previous paragraph hereof, the communication between Payout and the Client may also take place by the phone, via e-mail, in person, through a courier service or through the post to the last known address of the Client.
- 8.5 Payout would hereby like to draw the Client's attention to the fact that the transmission of information through electronic mail and phone (including SMS) is not a secure form of communication, since the content of the transmitted information might be accessed by an unauthorized person; therefore, such form of communication shall be used by Payout solely upon the consent of the Client which, by signing the Agreement, represents that it acknowledges this warning.
- 8.6 Payout shall also be entitled to communicate information designated for a wider range of Clients (e.g. GTC, Return Policy, etc.) by publishing such information on its website [www.payout.one](http://www.payout.one). The published information shall become effective upon its publishing, unless a later effective date is specified.
- 8.7 In case of personal delivery (which shall mean taking over of written documents by the Client or a person represented by the Client at the registered seat of Payout or of the Client), the written documents shall be deemed delivered when they are handed over, also in case where the addressee refuses to take these documents over.
- 8.8 In case of delivering the written documents through the post, Payout shall send them as regular letter mail, unless it is laid down in the respective Agreement, GTC or an applicable law that such a written document is to be sent as registered mail. The documents shall be deemed delivered on the third day following their sending in Slovakia and on the seventh day following their sending abroad, unless a later delivery date is proven.

- 8.9 Documents delivered by a courier service shall be deemed delivered on the third day after they are handed over to a person performing the delivery, unless an earlier delivery date is proven.
- 8.10 A written document shall also be deemed delivered, if the mail returns as undeliverable.
- 8.11. Written documents delivered through e-mail or another electronic medium shall be deemed delivered on the first Working Day following their sending, unless an earlier delivery date is proven.
- 8.12 Payout shall be entitled to make records of any communication between the Client and Payout through available technological means, including without prior notification on communication recording. Payout shall subsequently archive such recorded communication together with the copies of documents and information it receives from the Client or a person authorized by the Client, and shall be entitled to use these documents and information in the event of complaint filed by the Client or a Dispute, as well as in the event where the use of such document and/or information is imposed on Payout by an applicable law.
- 8.13 The Client shall deliver written documents addressed to Payout in person to the registered seat of Payout, through post office or a courier at the address of Payout registered seat, by electronic means to the e-mail address [contact@payout.one](mailto:contact@payout.one), or through Payout IS. In case of any doubts regarding the identity of the sender of a document by electronic means, Payout shall be entitled to request delivery of the document in another manner, and the Client shall be obliged to comply with the request; if the Client does not oblige with the request, Payout shall not be obliged to take such a document into account.

## **Article IX**

### **LIABILITY FOR DAMAGE**

- 9.1 In relation to the Client, Payout shall only be liable for damage caused by failure of Payout to comply with its legal obligations.
- 9.2 The Parties note that objective liability of Payout shall be excluded from the legal relationship between Payout and the Client. If an obligation arises to Payout to compensate the Client for an incurred damage, Payout shall not be obliged to compensate the Client for the loss of profits or non-material loss.
- 9.3 Payout shall not be liable for any damages caused by *force majeure*, such as breakdowns, natural disasters, electricity failures, crisis situations, pandemics and epidemics, military preparedness of a country and other circumstances beyond the control of Payout or representing circumstances in which the liability is excluded under applicable legislation.
- 9.4 Payout and the Client have explicitly agreed that the maximum amount of compensation for a damage which Payout commits to pay to the Client in case of

breach of contractual obligations by Payout shall be limited by the sum of Client's fees paid to Payout for the period of 12 months preceding the origination of entitlement of the Client for the compensation of the damage (so called contractual limitation on damages).

- 9.5 The Client shall be obliged to compensate Payout for any damage incurred to Payout due to the Client breaching an obligation arising to it under the contractual relationship with Payout. The Client shall be obliged to compensate Payout for any losses incurred to Payout due to actions or failure to act of the Client in full amount notified to it by Payout. For the avoidance of doubt, the Client shall also be liable for all damage incurred to Payout and/or the Partner and/or the Payment Card Holder due to the breach of any obligation of the Client in relation to the Payment Card Acceptance and shall be obliged to compensate them.
- 9.6 Payout shall not be liable for damage caused by:
  - a) the Client providing forged or modified documents;
  - b) forgery or incorrect completion of the Payment Orders or other documents by the Client;
  - c) a failure to report loss or theft of the proof of identity;
  - d) false and/or incomplete and/or inaccurate information provided by the Client;
  - e) non-compliance with the security measures and procedures by the Client;
  - f) non-executed, incorrectly executed or delayed Payment Transaction.
- 9.7 The Client hereby represents that it is aware and shall bear all legal and other consequences resulting from potential deliberate Acceptance of fake, forged or unlawfully used Payment Cards and agrees that Payout shall be entitled to provide the Partner or Card Companies with such information on suspicious actions, including the Client data, and, in the event of committing a crime or a suspicion of committing a crime, provide this information to the law enforcement authorities.
- 9.8 The Client shall not be obliged to change the type of goods and/or services offered on its website or the Client Service Center. Any change in the offered goods and/or services shall be subject to the prior qualified consent of Payout.

## **Article X**

### **SET-OFF AND ASSIGNMENT OF RECEIVABLES**

- 10.1 Payout shall be at any time entitled to set off any of its receivables against the Client against any of the receivables of the Client against Payout.
- 10.2 Payout may use any funds of the Client, including funds of the Client on PPA to set them off against receivables it has against the Client.
- 10.3 Payout may also set off against the Client the mutual receivables which are not yet due, are lapsed, as well as the receivables which cannot be enforced at court or such receivables in relation to which recourse or enforcement cannot be applied.

Receivables denominated in different currencies may also be set off, including where these are freely convertible.

- 10.4 The Client shall not be entitled to set off its receivables against Payout.
- 10.5. The Client shall not be entitled to assign any of its receivables against Payout to a third person or to handle such receivables against Payout in any manner without prior written consent of Payout.
- 10.6 Payout shall at any time be entitled to assign any of its receivables against the Client to a third person, including without the consent of the Client.

**Article XI**  
**CONFIDENTIALITY, PERSONAL DATA PROTECTION AND BANK**  
**SECRECY**

- 11.1 With respect to the purpose of the respective Agreement, the Parties are interested in enforcing their rights, ensuring the compliance with confidentiality obligation and preventing unauthorized misuse and publication of their important Confidential Information.
- 11.2 The Parties commit to maintain confidentiality with respect to the content of the respective Agreement, including Annexes thereto, as well as to all Confidential Information, facts and data provided in the respective Agreement, or which the Parties learned in relation to the respective Agreement and which have been disclosed by one Party to the other while fulfilling the purpose of the respective Agreement, unless otherwise provided by an applicable law or a written agreement of the Parties.
- 11.3 The Parties have also agreed to ensure that all the members of their bodies, employees, representatives as well as all persons to whom the Confidential Information has been disclosed in accordance with the Agreement or GTC maintain confidentiality with respect to this information and that these persons ensure secrecy of the acquired Confidential Information at least in the same extent as does the respective Party.
- 11.4 In particular, Payout shall be obliged to maintain confidentiality with respect to all information, documents and matters regarding the Client and its business which Payout has acquired in course of its activity and which is not publicly available, especially the information on payment transactions and use of funds through payment instruments. Payout shall be obliged to keep the Confidential Information secret, store it, back it up in an appropriate extent, and to protect it against unauthorized access, disclosure, misuse, alternation, damage, destruction, loss or theft. Payout may only provide information and documents relating to the Client and its business to third persons upon the prior written approval of the Client or upon a written instruction of the Client, unless otherwise provided herein.

- 11.5 The confidentiality obligation of the Parties with respect to the Confidential Information shall not apply to information which:
- a) has been acquired through independent developments;
  - b) has been acquired from freely accessible sources;
  - c) has been provably published as non-confidential prior to the conclusion of the Agreement;
  - d) is to be disclosed under an obligation laid down by a generally binding regulation, decision of the court or a public authority, etc.
- 11.6 Payout shall be entitled to collect and process the Personal Data in order to perform its rights and obligations under the concluded Agreement, as well as to fulfil its obligations under AML Act.
- 11.7 Payout shall be obliged to collect and process the Personal Data in accordance with the Act on Personal Data Protection and with GDPR. Detailed information regarding Personal Data processing is published at [www.payout.one](http://www.payout.one).
- 11.8 While carrying out its activities, the Client shall be obliged to collect and process the Personal Data in accordance with the Act on Personal Data Protection and GDPR. If such an obligation arises under Act on Personal Data Protection or GDPR, the Client shall be obliged to publish and retain on its website detailed information regarding Personal Data processing.
- 11.9 The Client shall be entitled to request a proof of identity of the Payment Card Holder and to process Payment Card Holders' identification data within the meaning of Section 88a of APS. At the same time, the Client is aware it is entitled to process the Personal Data of the Payment Card Holders in the following extent: name, surname, data required for the purpose of delivery of the goods or services of the Client, especially a delivery address, and Payment Card Holder's contact information for the purpose of inquiring into and handling of complaints filed by the Payment Card Holders under the Agreement and hereunder and to comply with the legal requirements on the Client under Act on Personal Data Protection, GDPR (e.g. compliance with the information obligation in relation to the protection and guarantee of safety of processing of Payment Card Holder's Personal Data, etc.).
- 11.10 With respect to the Payment Card Acceptance and related processing, if any, of information and data of the Payment Card Holders, the Client shall be obliged to comply with all security standards. The Client commits that, if required by Payout and/or the Partner, it shall allow an independent company to carry out an audit of security of any information and data of the Payment Card Holders stored by the Client. In the event of failure to comply with the required security standards by the Client, the Client shall be liable for any damage incurred to Payout and/or to the Partner and/or the Payment Card Holder as a result of this failure, and Payout shall have to right to terminate the Agreement with the Client with immediate effect.
- 11.11 Payout commits to comply with Section 89 et seq. of Act on Banks regarding the obligation to maintain the Banking Secrecy. Payout shall be obliged to keep such

information secret and to protect it from disclosure, misuse, damage, destruction, loss or theft.

- 11.12 Provision of information in aggregated form, where the name of the respective bank or a subsidiary of a foreign bank of the Customer, name and surname of the Customer and information under special regulation are not obvious shall not be deemed a violation of the Bank Secrecy.
- 11.13 The Client shall be obliged to protect the good reputation of Payout, the Partner and Card Companies whose business names, names, logos or trademarks it provides on its website in relation to the use of Payout services.

## **Article XII**

### **TERMINATION OF THE CONTRACTUAL RELATIONSHIP**

- 12.1 The duration of the respective Agreement shall terminate:
- a) by expiration of the agreed period, if the Agreement has been concluded for a definite period;
  - b) by the agreement of the Parties as of the date specified in relation to the termination of the Agreement;
  - c) by a notice from any of the Parties;
  - d) by withdrawal from the Agreement for legal reasons or for reasons under the Agreement;
  - e) by dissolution of Payout or the Client without any legal successor;
  - f) by death of the Client, if the Client is a natural person;
  - g) by expiration of Payout License or as of the date of delivery of an NBS decision on revocation of the License;
  - h) by the Client exceeding the yearly volume of Transactions under paragraph 12.6 hereof in the scope of Payment Card Acceptance, unless otherwise agreed by the Parties.
- 12.2 The Client shall be entitled to terminate the respective Agreement concluded for an indefinite period with a one-month notice period. The notice period shall commence on the first day of the calendar month following the month in which the written notice was delivered to the other Party. The Agreement shall terminate upon the expiration of the notice period. The Client may terminate the respective Agreement free of charge.
- 12.3 Payout shall be entitled to terminate the Agreement concluded for an indefinite period with a two-month notice period; this shall not apply, if Payout terminates the Agreement because the Client acted in a provably fraudulent manner in course of using the payment services.
- 12.4 Provisions of special regulations regarding the termination of a credit agreement, termination of current account agreement or of another similar agreement shall not apply to the termination of the respective Agreement.

- 12.5 Payout may withdraw from the Agreement especially in the following cases:
- a) any of Client's representations provided in the respective Agreement and/or herein proves to be incomplete or false, or the Client conceals important information, which is required in order to conclude and/or perform the Agreement between the Client and Payout;
  - b) the Client substantially breaches the respective Agreement and/or GTC and does not take remedial action even within the additional period provided to the Client for this purpose;
  - c) the Client is in a delay of more than 15 days with paying of its financial liabilities towards Payout, or the Client declares or acknowledges that it is not able to pay any of its liabilities towards Payout within its maturity period;
  - d) any of the information provided by the Client upon the conclusion of the respective Agreement is proven to be false, incomplete or inaccurate;
  - e) there have been significant changes in the situation of the Client which threaten the performance of the respective Agreement;
  - f) Payout suspects that the Client is in a breach of AML Act, APS or of other applicable laws or fair trade practices;
  - g) criminal proceedings have been initiated against the Client, the Client has gone into liquidation, the Client has sold its business or a part of its business, a bankruptcy petition has been filed against the Client or the bankruptcy proceedings have been terminated due to insufficient property of the Client, or a proposal for restructuring has been filed, or a proposal for enforcement proceedings has been filed against the Client, or if enforcement proceedings are held against the Client;
  - h) the Client breaches its obligations relating to the Payment Card Acceptance;
  - i) the Client substantially violates binding instructions of the Partner or Payout, or its rights and obligations under any special handbooks of the Partner, Card Companies, or handbooks provided to it by Payout;
  - j) if Payout believes there is an excessive number of disputes relating to the Acceptance of Payment Cards accepted by the Client and/or an excessive number of Transactions accepted by the Client and which are fraudulent Transactions;
  - k) the Partner has request Payout to terminate the Agreement;
  - l) from other reasons hereunder and/or provided under the Agreement.

Withdrawal from the Agreement shall come into effect on the date of delivery of a written withdrawal to the other Party.

In the cases referred to in point 12.5 a), b) and/or i), Payout is entitled to suspend the provision of payment services under the Agreement, until the correction from the Client is performed.

- 12.6 Payout shall be entitled to terminate the respective Agreement, if, in relation to the Payment Card Acceptance, the Client exceeds the yearly volume of Transactions





executed with it through Payment Cards above the limit of USD 1,000,000 in case of MasterCard and/or VISA Payment Cards. In such a case, the Client shall be obliged to conclude a special agreement on Payment Card acceptance directly with the respective Payout Partner. The Parties hereby accept that the respective Partner shall have the authority to inspect whether the limit has been reached and the Partner shall be entitled to execute the conversion to USD under its own published exchange rate. In this case, the Agreement shall terminate upon the date specified in the written termination of the Agreement by Payout.

- 12.7 If Payout charges the Client regular monthly fees for the payment services under the respective Agreement, the Client shall, upon the termination of the respective Agreement, be obliged to pay to Payout only their proportionate part belonging to Payout as of the date of termination of the Agreement.
- 12.8 Termination of the respective Agreement shall not affect already existing rights and obligations of the Parties which shall be settled in accordance with these GTC.
- 12.9 Upon the termination of the Agreement, the Client shall be obliged to notify Payout where funds of the Client at disposal of Payout as of the date of termination of the respective Agreement.
- 12.10 Upon the termination of the Agreement, all PPAs of the Client set up and held under the Agreement shall cease to exist.

### **Article XIII WAIVER OF THE RIGHT**

- 13.1 Non-exercise of any right or a delay in its exercise shall mean a waiver of such a right. Any waiver of a right shall only come into effect, if it is made in writing and delivered to the other Party. Any waiver of a right by the Party shall not mean a waiver of any other right pursuant to, under and/or in relation to with the Agreement.
- 13.2 Any extension of the period to fulfil a specific obligation under the respective Agreement and/or these GTC agreed upon by the Parties shall not mean an extension of any other specific obligation under the respective Agreement and/or these GTC.

### **Article XIV MODIFICATIONS TO GTC**

- 14.1 Payout shall be entitled to modify these GTC at any time. Payout shall notify the Client of any modifications at least two months prior to the proposed effective date of such modifications, in writing or on another durable data medium (durable medium) and by publishing these modifications on its website [www.payout.one](http://www.payout.one).

- 14.2 If the Client does not notify Payout that it shall not accept the proposed modifications prior to their effective date, the Client shall be deemed to have accepted such modifications in accordance with Section 32(2) of APS.
- 14.3 If the Client does not agree with the modifications to these GTC under paragraph 14.1 above, it shall be entitled to terminate the Agreement with immediate effect and without any fees prior to the proposed effective date of such modifications.

#### **Article XV**

#### **GOVERNING LAW AND DISPUTE RESOLUTION**

- 15.1 The legal relationships between the Client and Payout shall be governed by the law of the Slovak Republic, with the exception of conflicting standards of international private law as a part of the laws of the Slovak Republic.
- 15.2 The Parties have expressly agreed that a use of any provision of any generally binding law of the Slovak Republic which is not mandatory shall be forbidden to the extent in which its use might alternate (completely or partly) the meaning, purpose and/or the interpretation of any provision of the respective Agreement and/or hereof.
- 15.3 The Parties agree that any mutual Disputes arising from or in relation to the respective Agreement, in particular the Disputes between the Parties arising from or in relation to providing of payment services, shall be solved primarily by mutual negotiations of the Parties held in good faith and with good intentions.
- 15.4 Any Disputes arising between Payout and the Client which cannot be solved under paragraph 15.3 above shall be decided by the relevant general court of the Slovak Republic.

#### **Article XVI**

#### **FINAL PROVISIONS**

- 16.1 The legal relationship between the Client and Payout shall be governed by the respective Agreement concluded between the Client and Payout, Annexes thereto, GTC and applicable legislation of the Slovak Republic, respectively. Provisions of these GTC shall prevail over the trade practices, unless otherwise agreed upon by the Parties in specific cases.
- 16.2 GTC have been drawn up in English. A photocopy or a scan hereof shall also be deemed a copy with force of the original.
- 16.3 Individual provisions of the respective Agreement and hereof shall be enforceable independently of one another, and invalidity and/or unenforceability of any of the provisions shall not affect the validity and/or enforceability of the remaining

provisions of the respective Agreement/hereof, except where it is clear from the important nature or another circumstance related to such a provision of the respective Agreement/hereof that this provision cannot be severed from the remaining provisions of the respective Agreement/hereof.

- 16.4 If any provision of the respective Agreement or these GTC becomes invalid and/or unenforceable under the applicable legislation of the Slovak Republic, it shall not affect the validity and/or enforceability of the remaining provisions of the Agreement/hereof, and the Parties commit to commence immediate negotiations in good faith to agree upon a replacement of such invalid/unenforceable provision by a new provision the effects of which shall be similar to the effects of the previous provision to the greatest extent possible, taking into account mainly the context and the overall legal and economic purpose of such a provision as well as of the respective Agreement/hereof.
- 16.5 These GTC shall also govern the legal relationship of the Parties following the termination of the Agreement, until the complete settlement of their mutual relationship.
- 16.6 These GTC shall become valid on 1st September 2021 and shall come into force and effect on 1st November 2021.