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General Terms and Conditions

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1. General Provisions

1.1 These Terms shall be entered between You as an individual or entity („Saifu User", „User", „You" or „you") and **PAYMASTER a.s.** that provides services to Saifu („Saifu", „we", „us", „our"); this document is a framework agreement that defines the terms and conditions of **(a)** the opening of Your Saifu account and **(b)** the use of Saifu apps and other Saifu Services. Before you will be able to make Saifu Transactions and benefit from Saifu services, you should do the following:

- A.** read these terms and complete the online field to confirm the validity of online information and Your agreement with these terms,
- B.** confirm Your agreement that Saifu is entitled to provide payment services according to these Terms;
- C.** provide us with the documents, photos, and data that we may reasonably require you to provide subject to our legal obligations.

1.2 These Terms contain the Cookies Use Rule, the Privacy Rules, User Manual („Manual"), including the User Background („User Information"), and Saifu Business Terms, if needed.

1.3 Hereby you agree that you have provided valid information to open Saifu account. You agree to notify us immediately if you change your data. You agree and acknowledge that You are responsible for any possible damage or loss that can arise from any invalid, incorrect or improper data.

2. Saifu Obligations

2.1 Saifu shall act as an agent in the transfer of payments under these Terms by using online Saifu applications installed by the User on the relevant electronic device.

2.2 Saifu shall use Saifu apps to process the instructions of the Saifu User related to the provision of payment services from the Saifu User Account.

2.3 Saifu User shall be notified of any authorized payments through Saifu applications or other communications according to the user's instructions.

2.4 Saifu shall block any payment services provided from such device of which Saifu was notified by the customer as being lost or stolen; such notifications shall be sent to Saifu telephone +420 228 885 813 or by customer's independent operation online at www.saifu.cz/ztracene_zarizeni.



- 2.5** In the event of any reasonable claim, Saifu shall in good faith review the User(s) any claim related to cancellation payment/disputed payment and refund. The dispute settlement procedure is set forth in the Manual.
- 2.6** Saifu agrees that all information received by Saifu from you and your bank related to the provision of services shall be confidential and stored according to our rules related to the protection of personal data, privacy, and bank secrets.

3. Service Provision

- 3.1** Saifu shall provide the Services only through the created Saifu Account.
- 3.2** You shall own the payment until the beneficiary or their bank accepts such payment. Subject to tax laws, Saifu may withdraw the amount from your Saifu Account in accordance with any tax requirements.
- 3.3** If such payment is made, Saifu will decrease Your account balance for the relevant amount including all applicable fees and charges. No transaction is made if the Saifu account balance is insufficient to make the full transaction.

According to law, Saifu is entitled to and will reject any claim from Saifu User relating to the declined transaction.

- 3.4** The Saifu User shall acknowledge that any cross-border transactions may be subject to any additional terms such as those related to the user's account number, the minimum payment amount or charges due to any other banks. Saifu User shall check whether or not a foreign bank is able to and will accept the relevant payment. To enhance payment performance, Saifu may use the relevant correspondent or intermediate bank.
- 3.5** Saifu User shall pay for the Services provided by Saifu. Saifu User shall be notified of the relevant amounts due for the services every time before the transaction or they may read such information online on Saifu website.
- 3.6** Saifu shall only accept payments via Visa and MasterCard debit or credit cards.
- 3.7** Saifu User is made aware that Saifu may record and store all telephone conversations between the User and Saifu to verify the instructions and actions performed, protect its own legal rights, and improve the services and training of its employees. Personal data shall be processed according to the Privacy Rules, which are an integral part of these Terms.



3.8 The specific action sequence and any other information related to the Services, transfers, handling Saifu Account, payment process and instructions, cross-border payment transfers, and service charges shall be set forth in the Manual, which is an integral part of these Terms.

4. Saifu User Obligations

4.1 Saifu User shall maintain and protect the device where Saifu apps are installed and install the latest app versions and system updates.

4.2 Saifu User shall keep confidential their PIN codes and other data used to access their Saifu Account and immediately change them if anything of the above is compromised. Saifu User further agrees to notify Saifu of any loss or theft of the device containing Saifu mobile payment apps.

4.3 Saifu User agrees to keep confidential their personal data required to login and operate their account and immediately change them in case of any suspicion of confidence loss.

4.4 Saifu User shall give their consent to their bank that Saifu will be provided with all information that may be unreasonably required by Saifu and any regulatory bodies according to anti-money laundering law and the KYC principle.

4.5 Saifu User will be transacting on his Account with legally-obtained funds and responsible to provide all necessary information about any 3rd party transaction on his Account in case of Saifu's request. Moreover, Saifu User will not be supporting, performing, engaging in, aiding, or abetting any unlawful activity through use of his Account, will not use his Account for illegal purposes, including money laundering of criminal proceeds, transfer or receipt of payment for planning, preparation or commitment of crime, for financing the terrorism and illegal trade and will not use his Account for any purpose prohibited by these Terms or in any manner that could damage, disable, overburden, or impair the Provider.

4.6 Saifu User shall make their best efforts to settle any disputes between them and their business partners that may arise during the period preceding the request for a cancellation payment, otherwise Saifu will need to be included in the dispute settlement proceedings.

4.7 Saifu User agrees to comply with the Manual, which is an integral part of these Terms.

5. Regulatory Information

- 5.1** Paymaster a.s. is established and existing under the laws of the Czech Republic with registration number 05690382 and registered address at Rybná 682/14, Staré Město, 110 00 Praha 1, Česká republika, registered with the trade register of the Prague City Court under B 22152. Paymaster a.s. is a payment institution, which provides services related to your Saifu Account („Saifu Services“). Paymaster a.s. is licensed by the Czech National Bank of the Czech Republic (CNB) to provide payment processing services according to Czech Law No. 370/2017 on Payments and Settlements as amended and restated, license No 2017/070803/CNB/570 S-Sp-2017/00144/CNB/571
- 5.2** For more details about Paymaster a.s. please refer to the official website of the Czech National Bank (CNB): www.cnb.cz. CNB contact details: Na Příkopě 28, 115 03 Praha 1, Česká republika, tel. (+420)224 411 111.
- 5.3** These Terms are also considered as the terms and conditions of agreements that regulate the relations between Saifu and business companies (trade companies) in all cases where it is relevant.

6. Effective Date and Term of this Agreement and Your Saifu Account

- 6.1** The contractual relations between the Saifu User and Saifu shall become effective from the mutual confirmation of the provision of the required evidence documents. Such contractual relations are executed for an indefinite term.
- 6.2** Your access to your Saifu Account and/or Saifu Application may be limited or restricted due to the following:
- a)** Security of Saifu app,
 - b)** Suspicion of any unauthorized and/or fraudulent use of Saifu app by the Saifu User,
 - c)** Judgment related to blocking, restriction or any other similar action against You,
or
 - d)** Such action based on law, regulation, or order of the relevant bodies or government authorities.
- 6.3** You will be notified of any limitation or restriction of access through Saifu app specifying the contact details of our Saifu App service office.

7. Identity Verification

- 7.1** You hereby consent to collaborate with us in all events when we or any third service provider needs to check or verify your identity or the identity of any other users of Saifu App and validate your financial sources or Saifu transactions. Such requests/applications may include a request to disclose more detailed information to Saifu for adequate identification of you or any other Saifu App users, including the verification of your information in the third party's databases or any other sources. To enable you to use all available functions, Saifu may request that Saifu Users or Saifu App Users provide any additional information.
- 7.2** We reserve the right to block, suspend or limit your access to your Saifu Account and/or Saifu Services if we fail to obtain or verify such additional information.
- 7.3** Provided compliance with confidentiality obligations, we may verify both information disclosed by you and information related to you and Saifu App Users obtained from our search or provided by the third parties from any non-public databases. By consenting to these Terms, you agree that we or any authorized third party may carry out such verification.
- 7.4** We may supervise such verification, which means that the time period preceding our issue of the permit to your access to Saifu Services may be extended for the relevant term. We shall not be liable for any delays, which may result from such verifications.
- 7.5** We shall ensure that all data in your Saifu Account are always exact and valid. If we suspect that your data are outdated or incomplete, we are entitled to contact you and request that you pass verification one more time. In this event, we may suspend or restrict your access to Saifu Account and your Saifu transaction limit shall be restricted for the period of your identity check. We shall not be liable for any losses caused by your failure to promptly update your data.



8. Security

8.1 As a Saifu User, you shall make your best efforts to:

- a) maintain the security of your login/username and password; and
- b) prevent unauthorized access to your Saifu App.

8.2 For the avoidance of doubt, the provisions of Clause 8.1 shall include (without limitation) the following provisions:

A. Every Saifu User shall:

- a) Logout from Saifu App every time they leave the device they use for Saifu App;
- b) keep safe and protected with a password any device with installed Saifu mobile app used to access Saifu Application;
- c) not record or disclose their login/username or password;
- d) change their password regularly;
- e) if you receive any sms text or email or questionnaire from any poll or any other link that requires you to disclose your password, you shall keep it secret and immediately contact our support office through Saifu App;
- f) ensure that a device used for our communication is protected and kept so as to allow access only to the Saifu User because email and mobile phone may be used for password reset; or
- g) disclose data related to the security of Saifu Apps; if there are any suspicions that a password is lost or stolen or became known to an unauthorized person, the User shall advise the support service thereof immediately by using Saifu App.

B. Regardless of whether or not the Saifu User uses Saifu App on a public, jointly run or their own device, they shall:

- a) Always ensure that login data are stored in a browser buffer memory and not available for recording in any other way;
- b) Not use such function that can enable the recording of the username/password on such devices that the User uses to access Saifu Application.

8.3 All Saifu transactions shall be processed by automated methods and any unauthorized person having access to Saifu App can use them for making transactions



without your consent. If being a Saifu User you become aware of any abuse, theft or unauthorized use of a username, password, PIN or any other actions, which seem suspicious to you, you must contact the support services through Saifu Application. If you suspect any offense, we recommend that you simultaneously report it to local police.

9. Limitations on Saifu Services

9.1 It is prohibited to:

- a)** use Saifu Services for any illegal purpose, including but not limited to, the following: fraud and money laundering, illegal transactions in sexual materials or services, forged goods, gambling, the financing of terrorist organizations, illegal sale or purchase of tobacco, weapons, prescription medicines, and any other controlled or prohibited substances. Saifu shall report any suspicious activities and cooperate with all relevant law enforcement and regulatory bodies.
- b)** use Saifu Services for abuse, operation, and bypass any restrictions imposed by a business in relation to their services or to obtain any goods or services without payment of due amounts in full or in part.
- c)** violate these Terms and any other regulations or rules agreed upon with Saifu.
- d)** use Saifu Services to violate laws, regulations, orders, and judgments.
- e)** use Saifu Services for any illegal purposes, including the sale and purchase or facilitating sale and purchase of any illegal goods and services.
- f)** infringe copyright, patents, trademarks, trade secrets or any other intellectual property rights, publicity right or privacy rights of Saifu or any third persons.
- g)** act by using Saifu Services in any discrediting, libelous, intimidating, or molesting manner.
- h)** disclose misleading, incorrect or fake information.
- i)** order us to transfer or accept on your behalf money that we reasonably believe to be obtained in an allegedly illegal way.
- j)** refuse to cooperate with any investigation or refuse to provide identification documents or information that you failed to disclose.
- k)** manage a Saifu account that is allegedly involved in the above-mentioned activities.



- l)** perform any actions that can unreasonably or excessively overburden our infrastructure; facilitate any viruses, trojan horse, worms or other software that can damage, have unfavorable effects on, secretly listen to or steal any information system, data or information; run anonymized proxy servers; use any robots, spiders or other automated or manual devices to track or copy our websites without our prior written consent; interfere or attempt to interfere with Saifu Services.
- m)** perform any actions with can cause any loss of service of our online service providers, payment processors or any other vendors.
- n)** annoy our employees, trade representatives or any other Saifu users.
- o)** refuse to cooperate with any investigation or refuse to provide identification documents or information that you failed to disclose.
- p)** use Saifu Services in any way that we believe violates some of the relevant electronic payment rules, payment system or network rules or the relevant regulations.
- q)** refuse or fail to disclose any detailed information related to you or your business, which we may reasonably request.
- r)** disclose your personal password to any person or use a personal password of any other person.

9.2 If Saifu at its own discretion believes that you could breach this article, we may make efforts to protect ourselves, other Saifu users and any third parties. Such efforts may include, but not be limited to the following:

- a)** block, suspend or restrict your access to any or all of Saifu Services.
- b)** contact other Saifu users who made transactions with you or your bank and/or warn other Saifu users, law enforcement or third parties that can be affected by your activities.
- c)** update incorrect information provided by you.
- d)** take the relevant legal steps.
- e)** terminate our contractual relations or your access to the website.
- f)** cancel the Saifu transaction in full or in part.
- g)** suspend your access to Saifu account/application.

9.3 If possible, Saifu shall disclose information related to the relevant efforts unless we are prohibited from doing this under the relevant legal regulations, which prohibit the disclosure of confidential information of the third party or interference with the investigation.



10. Suspending Saifu Services

10.1 We reserve the right at any time to change, suspend or terminate Saifu Services, including the working hours or availability of Saifu Services or any part of Saifu Services without warning or liability.

11. General Liability

11.1 As a Saifu User hereunder you shall be liable for your actions and omissions. You shall be also liable for all obligations, liabilities or any other responsibilities related to Saifu, Saifu users or the third party due to the breach of these Terms by the reason of using your Saifu Services and your Saifu Account. We agree that you shall indemnify Saifu, Saifu users or the third party for all liabilities as provided by law.

11.2 We shall not be liable for

- a)** any delay or failure to perform our obligations hereunder (including payment delays) due to any reasons beyond our reasonable control, including but not limited to, any action or inaction by you or the third party, acts of God, delays in the operations of bank or mail services, failure to or delay in fax or email transmissions, any accident, emergency, acts of the elements, and any unusual or unforeseeable circumstances,
- b)** any resulting or indirect losses (such as the loss of profit or opportunity), which may arise from our inability to perform our obligations under Saifu transaction.

11.3 Subject to these Terms, you are further obliged to make all payments and other charges due for your use of our Saifu account regardless of the termination, suspension or blocking of the Services.

11.4 You shall be responsible for your understanding and compliance with all laws, rules, and regulations within your specific jurisdictions, which are related to your use of Saifu Services.

11.5 You agree to indemnify and hold harmless Saifu, our third-party vendors, employees, and trade agents, which are authorized to act on our behalf, against any claims or actions (including legal fees) filed by or arising with the third party for your breach of these Terms, any regulations and/or Saifu Services use by you or Saifu App users.

11.6 Nothing in these Terms shall be construed to release of any liability for death or injury, fraud or willful misrepresentation or liability that is not subject to release or change by law.



11.7 To the extent that applicable law permits, Saifu shall not be liable and you agree that you will not hold it liable for any damages or losses (including but not limited to, the loss of money, goodwill or reputation, profits, and any other intangible losses and any exceptional, indirect or consequential damages) directly or indirectly resulting from:

- a)** activities of Saifu app users based on your orders according to these Terms and any limitations imposed by Saifu app,
- b)** your failure to use Saifu Services for any reason,
- c)** delay or failure of Saifu Services,
- d)** the effects of the virus or any other malicious software, which has penetrated due to access to the website or its related websites or services,
- e)** failures, program errors, defects or inconsistencies of any nature arising in Saifu Services,
- f)** actions or omissions of the third parties,
- g)** suspensions or any other steps made in relation to your Saifu Account,
- h)** illegal steps and operations of the third parties made by the use of fake and/or illegal documents or data obtained illegally.

12. Cancellation of your Saifu Account

12.1 Your Saifu Account shall be canceled after the termination of these Terms according to Article 14 (Amendments) and Article 15 (Termination).

13. Information and Notification

13.1 You hereby express your consent to receive all notifications sent by us in relation to Saifu Services in electronic form. We shall send all notifications by their posting in Saifu Application or giving them to your email address, which you specified in your Saifu Account.

13.2 You are responsible for accessing your Saifu App on a regular basis and regular control of your Saifu app, website and your main email address and opening and viewing notifications, which we will send through these channels. You shall review all messages related to Saifu transaction history and immediately ask any questions, report any revealed mistakes or unauthorized Saifu transactions. If you fail to contact us promptly, you may lose money or important rights.

13.3 We may contact you from time to time to notify of any changes or disclose



information related to your Saifu Account. You shall be responsible for carrying out regular checks of your Saifu Account and keeping all your contact details stored in your Saifu profile up to date. Subject to these Terms, you may contact us through Saifu Application.

14. Amendments

14.1 We may unilaterally amend these Terms, including individual payments for Saifu Services by notifying you of such changes two months in advance. Such amendments shall be deemed to have been accepted unless you notify otherwise before their effective date. If you disagree with such amendments hereof, such notice shall be viewed as your intent to cancel your Saifu Account and terminate these Terms by the date when such amendments become effective.

14.2 If any amendments of these Terms are required by law or related to a new service or option added to the existing services or a reduction in the service price or any other change that does not limit your rights or increases your liability, such amendments may be made without prior notification with an immediate effect.

15. Termination

15.1 Saifu may terminate these Terms at its own discretion any time by a two-month termination period. No termination of these Terms shall affect any of your rights or obligations that arose before the date of termination and shall survive such termination due to their features.

15.2 Saifu User may terminate these Terms at Saifu user's own discretion any time by a one-month termination period. No termination of these Terms shall affect any of Saifu user's rights and obligations that arose before the date of termination and shall survive such termination due to their features. . If Saifu User terminates these Terms earlier than after 12 months from their commencement, Saifu may charge the relevant costs incurred in the service provision.

15.3 Notwithstanding any rights that arise out of these Terms or any other rights or efforts of either party, either party may terminate these Terms any time with immediate effect if:

- a)** the other party commits a material breach of any of these Terms set forth above and, if remediable, unless it remedies such breach within 30 days from a written notice requiring such remedy,
- b)** the other party repeatedly breaches any of these Terms in any way that gives reasons to believe that such breach is inconsistent with the party's in-



tent or ability to perform the terms and provisions hereof,

- c) the other party faces insolvency, bankruptcy, liquidation or any similar proceedings,
- d) due to any regulations, payment system rules or any instructions of a regulatory authority or any amendments or drafting thereof (or any amendment in wording or application), any of the parties' obligations under such orders become illegal or inconsistent with such regulations, rules, orders, or instructions and it is impossible to delete such obligation from these Terms.

15.4 Notwithstanding any rights that arise out of these Terms or any other rights or efforts of either party, we may terminate these Terms any time with immediate effect after written notification if:

- a) we are unable to verify your data in any way stipulated in these Terms;
- b) you act or fail to act in such a way that threatens or impairs our operations and/or reputation and/or goodwill and/or actually or allegedly caused any increased risk or liability and/or
- c) we are unable to provide Saifu Services to you due to the failure of any third party to provide us with the goods and/or services that are required to provide the Services.

15.5 If you are in breach of these Terms (including the breach of your obligation to repay all outstanding debts), we may terminate these Terms or:

- a) suspend your use of the Saifu Services (in full or in part),
- b) report any Saifu transaction or any other relevant information about you and your use of Saifu Services to the relevant regulatory or law enforcement authority and/or ministry and/or
- c) claim damages from you.

15.6 All terms that survive the termination hereof due to their nature.

16. Miscellaneous

16.1 To enable you to use any other and additional features of Saifu Services, you may be required to accept any additional terms and conditions of Saifu or any third party.

16.2 To be able to use Saifu Services,

- a) you must pass our due diligence procedure



b) and shall not breach these Terms.

- 16.3** These Terms are governed by the regulations of the Czech Republic and all disputes of any nature (contractual, delict, or any other) arising out of or related to Saifu Services shall be governed by the regulations of the Czech Republic and any and all proceedings arising out of or related to Saifu Services shall be settled by Czech courts and be subject to their exclusive jurisdiction. Before court settlement, as a means of out-of-court dispute resolution, a dispute may be tried to be settled through Financial Arbitrator (<https://www.finarbitr.cz/en/>).
- 16.4** If we fail to exercise any right following from these Terms or the relevant regulations, this shall not mean our waiver thereof.
- 16.5** Saifu may change any third-party vendor, in particular, without notice.
- 16.6** Saifu shall reserve the right to edit, correct, refuse to publish or delete any data of any vendor in full or in part, which Saifu believes are irrelevant, erroneous, illegal, fraudulent or otherwise inconsistent with these Terms, but shall not bear any liability for that.
- 16.7** If any provision of these Terms is held invalid or inapplicable, such provision shall be deleted and the remaining ones shall continue in effect unless otherwise set forth in these Terms.
- 16.8** No additional articles, lists or paragraph titles shall affect the interpretation of these Terms.
- 16.9** The person shall mean any individual or legal or any other entity, which is not entered into the register (whether or not having legal capacity).
- 16.10** Unless the context requires otherwise, all words in the singular shall include the plural and vice versa.
- 16.11** Unless the context requires otherwise, one gender shall include all other genders.
- 16.12** These Terms shall be binding on and injure to and for the benefit of the parties to this agreement and their possible successors, heirs, and permitted assignees and any reference to either party hereto shall include such personal representatives, successors, and permitted assignees of such party.
- 16.13** Any reference to a provision of law or regulation shall refer to their latest version, advanced version or newly adopted version.
- 16.14** Any reference to a written form shall include email and special features of



Saifu App.

- 16.15** Any obligation of either party hereto to avoid doing something shall include its obligation to prevent doing something.
- 16.16** Saifu User agrees that Saifu shall provide Saifu Services immediately after the execution of this agreement.
- 16.17** These Terms shall be executed and written in the Czech language. Any translation of these Terms to any other language shall be made for information only. Any communications between the parties hereto shall be made in the Czech or English language.
- 16.18** Any reference to a Czech legal term for review, correction, proceedings methods, regulation, legal status, court, official or legal concept or case related to any other jurisdiction than that of the Czech Republic shall include a reference to such term that is most close in meaning to a Czech legal term in such jurisdiction.
- 16.19** Any reference to these Terms or any other agreement or document referred by these Terms shall be a reference to these Terms or any other agreement or document as may be amended and restated from time to time (in any case, there is no breach of these Terms).
- 16.20** Any words used after the expressions "including", "in particular" or any similar words shall be interpreted to be illustrative without limiting the meaning of words, descriptions, definitions, phrases or terms preceding such terms.
- 16.21** Any attachments hereto shall be an integral part of these Terms where you and Saifu express your consent with the use of specific services as they are defined in such attachments.