

1. Basic Provisions

1. EXCHANGE s.r.o., Company ID: 257 77 726, with registered offices in Prague 5 – Smíchov, Štefánikova 203/23, 150 00, registered in the Commercial Register maintained by the Municipal Court in Prague, under file no. C 69347 (hereinafter “**Payment Institution**”), pursuant to the provisions of § 1751 et seq. of Act no. 89/2012 Coll., Civil Code (hereinafter “**Civil Code**”) hereby issues these General Terms and Conditions of EXCHANGE s.r.o. for the provision of services (hereinafter “**Conditions**”).
2. These Conditions govern the mutual rights and obligations of the Payment Institution and natural or legal persons, when providing Payment Services in accordance with the provisions of § 3 para. (1) letter f) Act no. 370/2017 Coll., on Payment Systems (hereinafter referred to as the “**Payment Systems Act**”) and services comprising the operation of exchange activities pursuant to Act No. 277/2013 Coll., on Exchange Activities (hereinafter referred to as the “**Act on exchange activities**”).
3. The Payment Institution is authorized to engage in payment system activities pursuant to the Payment Systems Act by permit from the Czech National Bank no. 2011/3046/570, file no. Sp/2010/907/571, dated 28. 3. 2011. The Payment Institution is authorized to engage in activities pursuant to the Act on Foreign Exchange by certificate of registration for exchange activity issued by the Czech National Bank under case no. 2009/4810/761, file no. Sp/2009/193/761 dated 25.11.2009. These facts render the Payment Institution an entity whose activities are subject to supervision by the Czech National Bank.
4. The Payment Institution provides its services in accordance with the valid and effective legislation of the Czech Republic and the European Union, in particular pursuant to the Payment Systems Act, the Foreign Exchange Act, the Civil Code, Act No. 253/2008 Coll., on Certain measures against the legalization of income from criminal activity and the financing of terrorism (hereinafter referred to as the “**AML Act**”), by Act No. 69/2006 Coll., on the Implementation of international sanctions (hereinafter referred to as the “**International Sanctions Act**”), by Act No. 136/2011 Coll., on the circulation of banknotes and coins, by Act No. 634/1992 Coll., on Consumer protection, by the directive Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the Protection of natural persons in connection with the processing of personal data and on free movement of this data and on the repeal of Directive 95/46/EC and Act No. 110/2019 Coll., on the processing of personal data etc.
5. For the purposes of its business activity, the Payment Institution concludes framework contracts with clients for the provision of services, which bind the Payment Institution to perform Payment Services for the client and, where appropriate, also provide the Client with foreign exchange services based on the Client’s individual requirements, and the obligation of the Client to remunerate the Payment Institution for these Payment Services and the potentially agreed foreign exchange services for payment.
6. The Terms and Conditions are an integral part of the Framework Agreement. Deviating provisions in the Framework Agreement take precedence over the provisions of these Terms and Conditions. The Terms and Conditions and the Framework Agreement are concluded in Czech, and are governed by the code of law of the Czech Republic.

2. Definition of selected terms

1. **Exchange office** means the Payment Institution’s business premises located at Štefánikova 203/23, 150 00, Prague 5 – Smíchov, business premises identification number 1007457791.

2. **Cash transaction with foreign currency (“Foreign exchange transaction”)** is the purchase or sale of funds in Czech or foreign currency for funds in another currency, which is carried out by cash transfer at the Exchange office.
3. **Non-cash transaction in foreign currency (“Transaction”)** is the purchase or sale of funds in Czech or foreign currency for funds in another currency, which is carried out by non-cash transfer of funds to or from a payment account, and includes both a Payment Service and, potentially, an exchange service.
4. **Maturity date** is the moment at which a payment transaction is recorded for the needs of calculating interest on funds on a payment account.
5. **Document on the execution of a payment order** confirms the taking place of a payment service and the parameters of foreign currency exchange. This document is sent to the Payer after debiting the funds from the payment account of the Payment Institution.
6. **IBAN** is an international bank account number for simplified payments within EU member states.
7. **Information for the payer (“Information for the Payer”** or, pursuant to the Framework Agreement, also referred to as **“Instructions”**), is a confirmation of the Transaction Conditions, i.e., non-cash foreign exchange trades agreed between the Payment Institution and the Client, which details the conditions and expected course of the trade. The Payment Institution shall provide the Information for the Payer to the Client immediately after receiving the payment order in electronic form as a PDF file by sending it to the e-mail address specified by the Client, or to the e-mail address specified by the client when concluding the Framework Agreement. The Information for the Payer contains precise and binding instructions (i) for the Client for the transfer funds on the part of the Client for settlement of the Payment Service, i.e., the incoming amount of the payment transaction in the agreed currency, (ii) outgoing amount of the Payment Service, and precise instructions according to which the transfer of funds will be executed by the Payment Institution in accordance with the Client’s requirement, (iii) exchange rate, if the Transaction involves the exchange of various currencies, and (iv) information on the commission that the Payer is obliged to pay to the Payment Institution for the Transaction, pursuant to the Fee Schedule. The information for the Payer further contains the date of conclusion of the Transaction (that is, the submission of a Payment Order), and the date of the expected settlement, that is, the anticipated deadline by which the Payment Institution will transfer the funds according to concluded Transaction, assuming the undelayed and proper fulfilment of the obligation on the part of the Client. The Payment Order for the Payment Institution in accordance with § 158 para. 2 of the Act on Payment Systems will be accepted by the Payment Institution with the condition precedent of proper fulfillment of obligations by the Client (i.e., payment of the duly identified payment (or even several payments) for payment of the Payment Order and relevant fees according to the Fee Schedule to the agreed account of the Payment Institution. If the moment according to the previous sentence occurs at a time which is not during the Payment Institution's business hours, the Payment Order shall be deemed to have been accepted at the beginning of the Payment Institution's next business hours.
8. **A unique identifier** is a combination of letters, numbers or symbols by which, according to the provider, the Client or the Client’s account is identified during execution of payment transactions.
9. **Communication channel** is an agreed method of exchanging information between the Client and the Payment Institution with the aim of reliably capturing the agreed conditions or the course of the payment service implementation. The Payment Institution uses SMS messages identified by the text identifier “EXCHANGE” as a communication channel, instead of the telephone number, e-mail messages, fax messages and correspondence via letter.
10. **On-line trading** is the instantaneous non-cash transfer of funds.

11. **Funds** are banknotes, coins and non-cash funds.
12. **Payer (also Client)** is the individual from whose payment account funds are to be debited to execute a Payment Transaction, who makes funds available to execute a Payment transaction or who executes an Exchange Transaction.
13. **Payment Order** is an instruction to the provider, whom the Payer or the beneficiary requests to perform a payment transaction.
14. **Payment service**, for the purposes of this document and the Framework Agreement on the Provision of Payment Services, is understood to mean performance of the transfer of funds, during which neither the Payer or the beneficiary use the payment account maintained with the Payer's provider (crediting of funds). The payment service is not a foreign exchange activity.
15. **Payment transaction** is the deposit of funds into a payment account, the withdrawal of funds from a payment account or the transfer of funds carried out as part of the payment service.
16. **Payment account** is the account serving to perform payment transactions.
17. **Beneficiary** is the individual to whose payment account the funds are to be credited according to the payment order or to whom the funds are to be made available according to the payment order.
18. **Fee** is the amount of the fee for the execution of the payment order, which the Client is obliged to pay to the Payment Institution. The Payment Institution is obliged to inform the Client about the amount of the fee according to the current Fee Schedule always before arranging the payment order during the monitored telephone call.
19. **Framework Agreement on Provision of Payment Services** (hereinafter "Agreement" or "Framework Agreement") is a contract concluded between the Payment Institution and the Client, the subject of which is the Payment Institution's obligation to perform payment transactions for the Client, and possibly also provide the Client with foreign exchange services not individually specified in this Agreement, based on the Client's request, and the Client's obligation to pay the Payment Institution for these Payment Transactions and potential foreign exchange services, all under the conditions agreed by this Agreement, these Terms and the Fee Schedule.
20. **Fee Schedule** is a publicly available document containing a detailed breakdown of all fees that a payment institution may charge to reimburse costs in connection with the provision of its services. The fee rate is stated in CZK. Conversion to other currencies is performed at the current exchange rate or currency exchange rate according to the type of service provided, valid at the time of arranging the service. The fee schedule is an integral part of the Framework Agreement. The current version is available at <https://www.exchange.cz/fees>
21. **SEPA payments** are simplified payments between Member States of the European Union or other Contracting States to the Agreement on the European Economic Area. To use the simplified SEPA payment, the Payer is obliged to state the Beneficiary's payment account number in the IBAN format, SWIFT code of the Beneficiary's bank and they can be used exclusively for the transfer of funds in EUR.
22. **SWIFT code (also BIC code)** is used to identify banks in international relations. It is an eight to eleven-digit alphanumeric code.
23. **Foreign payment** is a non-cash transfer of funds in Czech as well as foreign currency to and from abroad and in foreign currency between domestic and foreign residents in the Czech Republic, if the Beneficiary's account is not maintained with the Payer's provider (i.e., if the Payer's and Beneficiary's payment account is not maintained with the same payment institution).

3. Traded Amount and Exchange Rate

1. The Payment Institution publishes indicative exchange rates for the purposes of exchange services online, on its website, at <https://www.exchange.cz/>. These indicative exchange rates are regularly updated in connection with current developments in the financial markets, which affect the exchange rate value of individual foreign currencies against the Czech koruna, as well as with regard to the Payment Institution's current supply and demand. However, for technical reasons, the change in indicative rates may not be reflected immediately after their update.
2. In the case of a Currency Trade, the only rate that is always binding is the current exchange rate indicated on the currency exchange rate card of the Payment Institution located in the Exchange Office when concluding the Currency Trade.
3. In the case of a Transaction, only the exchange rate offered to the Client at the time of negotiating the terms of the payment service by telephone or in another pre-agreed manner is always binding. The exchange rate is always stated in the Information for the Payer, unless the Parties agree on setting the exchange rate on the maturity date of crediting the Payer's funds to the Payment Institution's account when negotiating the terms of the Transaction.
4. For the avoidance of doubt, the Client expressly agrees that in accordance with § 158 para. 2 of the Payment Systems Act, the Payment Order to be executed by the Payment Institution will be accepted only with the fulfilment of the condition precedent, i.e., by crediting duly identified funds to pay for the Payment Service in the agreed amount to the account of the Payment Institution, including any applicable fees, within the set deadline.
5. The client acknowledges that the Payment Institution cannot in any way influence the development of individual rates of exchange. The Payment Institution is therefore not responsible for damage incurred by the Client as a result of adverse changes in the exchange rate.

4. Fees and the Fee Schedule

1. The Payment Institution charges the Client fees based on the amount and execution method of a payment order for the settlement of costs arising in connection with its performance. A fee is also charged for some above-standard services, which the Client requests additionally prior to the execution or subsequently following the execution of a Payment Order.
2. The value of the Transaction, which affects the amount of the fees, is always determined by the amount of traded funds of the outgoing payment order (for foreign currencies converted into the CZK equivalent at the current exchange rate of the Payment Institution valid at the time of arranging the payment service). The amount of fees is set out in the Fee Schedule, which is always available online in the current version at: <https://www.exchange.cz/fees>. A single trade may be subject to multiple fees simultaneously.
3. If the Client was not explicitly informed about the amount of the Payment Institution's fees before closing the Trade, in the case of the standard course of settlement of the Transaction, the Payment Institution is not entitled to charge any additional fees for the execution of the Transaction. This does not apply to returned payments, additional requests from the Client to change processing, etc.
4. In connection with the performance of Transactions. in the case of cash deposits of funds intended for payment for Payment Services, to the account of the Payment Institution, the Client's bank, the Beneficiary's bank, or the correspondent bank may charge the Payer or the Beneficiary its standard fees. These additional costs for the Client do not in any way relate to the execution of the Transaction, and lie entirely outside the sphere of influence of the Payment Institution. For this reason, they are not listed in the Payment Institution's Fee Schedule no in the Information for the Payer.

5. The Fee Schedule may be updated without prior notice, while it must be made available at least 14 calendar days prior to taking effect. The Payment Institution is obliged to inform the Client of all fees that the Client will be charged and their respective amounts, at the time of agreeing the terms and conditions of the payment order. If the Client expresses express disagreement with the proposed amount of fees prior to the prior to arrangement of the Transaction, this is considered as a rejection of the terms and conditions of arranging a Transaction.
6. Fees are always converted to the equivalent of the value of the currency, which the Payer uses to settle the Payment Order, at the exchange rate of the incoming currency, current at the time of arrangement of the Transaction. The fees are always part of the total amount required for the payment of the Transaction. The Information to the Payer contains a detailed breakdown and the amount of these fees. By transferring funds according to the instructions given in the Information for the Payer, the Payer simultaneously pays all charged fees for execution of the Transaction, and at the same time the Client, with this payment, expresses agreement with the individual fees and their amounts.
7. Only in exceptional cases and with the prior consent of the Payment Institution, the Client is entitled to pay the agreed non-cash Payment Order by depositing cash at the counter of the Payment Institution. In this case, however, the Client is obliged to pay the Payment Institution the relevant fee for the cash payment of the Payment Order in accordance with the Fee Schedule valid on the day of the transaction.
8. If the Client does not pay this fee, the condition precedent for the acceptance of a Payment Order in the sense of § 158 para. 2 of the Payment Systems Act is not met, and this Order will thus not be executed. In such case, the parties will, at the latest within 3 working days, either agree on the replacement of the Payment Order according to the original instructions with a new Payment Order, where, however, the amount will be decreased by the relevant fee. If this does not happen, the funds will be refunded to the Client upon the Client's request at the desk of the Payment Institution, in the same currency in which the payment of the Payment Order was made, and in the amount of the deposited funds, decreased by the fees pursuant to the Fee Schedule, or sent to the account of which the Client informed the Payment Institution in writing for this purpose. In such case, the refund may be subject to additional fees, in particular respecting the amount of funds, the currency and the account number or bank of the Beneficiary.
9. In all the above cases, the Client will receive new Information for the Payer, which the Client is obliged to send back confirmed to the staff of the payment institution, or confirm the verification by paying the prescribed surcharge.

5. Conclusion of a Transaction and Sending the Information for the Payer

1. An employee of the Payment Institution shall exclusively accept a payment order by phone, and only during business days from 9:00 a.m. to 5:00 p.m.
2. Clients can always find out the indicative exchange rates at <https://www.exchange.cz/dev/kurzovni-listek>. Current exchange rates are communicated exclusively to Clients and only on a monitored telephone call on the customer line 800 22 55 99, or +420 222 700 990, immediately before the expression of interest to negotiate a Transaction. The communicated exchange rate is binding for the Payment Institution for the duration of the telephone call.
3. The Transaction is arranged as soon as the Client expressly agrees with the terms of the Transaction proposed by the Payment Institution employee in the monitored telephone call. Proposed terms are understood to be, namely, the Transaction amount, the currency and the exchange rate, the amount of any fees, the date and the estimated time of transfer of the Client's means of payment to execute the Payment Order by the Payment Institution. The process of negotiating a payment order is automatically recorded and the Client is notified of this fact before starting the call.

4. The Client's telephone consent to the terms of concluding the Transaction is binding. Based on this telephone given consent, the Transaction is concluded and the Client is subsequently sent the Information for the Payer. The Client's acceptance or rejection of the Information for the Payer for technical or other reasons does not affect the binding nature of the concluded Transaction. If the Client does not immediately receive the Information for the Payer via the agreed communication channel, the Client is obliged to contact the employees of the Payment Institution on the customer line and agree on another form of handing over the Information for the Payer.
5. The Payment Institution is entitled to refuse to execute the Client's Transaction in those cases where the execution of the Transaction could violate the Payment Institution's legal obligations, prudential rules or if the Payment Institution exceeds its internal maximum risk assessment indicators. Upon request, the Payment Institution shall inform the client of the reason for refusing to execute the Transaction, if the provision or disclosure of information is not in conflict with another legal regulation.
6. The transaction can be concluded no earlier than three working days before the expected crediting of the payment funds intended for the payment of the Payment Order to the account of the Payment Institution.
7. When communicating with the Client, the Payment Institution is entitled to demand that the Client credibly prove their identity, in particular by identification with an agreed numerical password that is the same as the Agreement number, or with the help of technical means of identification. Failure to request identification of the Client by a Payment Institution employee does not affect the validity of the agreed Transaction.
8. The Client is obliged to check, without delay all information regarding the concluded Transaction which is given in the Information for the Payer. In the event that the Payment Instructions of the concluded Transaction do not accurately reflect the terms of the requested service in any respect, the Client is obliged to communicate his objections to the Payment Institution's staff without delay. The employees will correct the concluded Transaction, thereby automatically invalidating the original Transaction and sending the Client new Information for the Payer, with different unique identifiers.
9. After concluding the Transaction, neither the Payment Institution nor the Client can unilaterally cancel the Transaction. Cancellation of the Transaction is possible only based on a mutual agreement, and this does not apply in the event that the Transaction is unilaterally canceled by the Payment Institution in case of non-compliance with the terms of the transaction on the part of the Client, pursuant to Article 15 of these Terms and Conditions. If, however, this concerns a Payment Order that is negotiated as part of the Transaction and that is subject to § 158 paragraph 2 of the Act on Payment Systems, the Client may cancel such an order free of charge, following the procedure set out in Article 8 below (*Cancellation of a Payment Order*), This does not, however, affect the Client's obligation to pay the Payment Institution other agreed fees within the scope of the Transaction, incurred damage or related costs, primarily those related to the exchange service.

6. Agreement of the Conditions of a Future Payment Order with Deferred Specification of the Exchange Rate

1. If the Client is unable to guarantee the maturity date of the transfer of funds for the payment service payment (this mainly concerns payments abroad), the terms of the payment service are agreed as for a standard Payment Order, conditional upon the crediting of the properly identified funds for the payment of Payment Services in the agreed amount to the account of the Payment Institution, however with the exception of the exchange rate, which will be additionally specified by the Payment Institution at the time the funds are credited to the account of the Payment Institution. This procedure must always

be explicitly approved by the Client when negotiating the terms of the payment service with a deferred determination of the exchange rate.

2. When negotiating the terms of the future Payment Order with a deferred determination of the exchange rate, the Payment Institution's employee must inform the Client of, among other things:
 - the Client's right to cancel the arranged future Payment Order free of charge, as long as the exchange rate has not yet been determined,
 - the agreeing on the conditions of the Payment Service by making a payment as instructed to the Client in the Information to the Payee,
 - the arrangement of a Transaction with an automatic assignment of exchange rate and execution of the Payment Order immediately on the acceptance of payment according to the instructions sent to the Client in the Information for the Payer,
 - the need, in the event of a request to cancel an agreed Transaction, to notify the Payment Institution's staff within three working days of the crediting of funds according to the Client's instructions,
 - the fee for the return of funds received for the payment of a cancelled Transaction.
3. Subsequently, the Client will receive the document Information for the Payer, which will state that the exchange rate and outgoing amount will be determined according to the current exchange rate stated on the Payment Institution's exchange rate table at the time of identification of the crediting of the Client's funds designated for settlement of a Payment Order with deferred determination of the exchange rate to the account of the Payment Institution.

7. Acceptance of a Payment Order with Deferred Determination of the Exchange Rate

1. A payment order with deferred exchange rate determination is considered accepted by the Payment Institution and becomes binding on both the Client and the Payment Institution upon identification of receipt of funds intended for settlement of the Payment Order, provided with identifiers specified in the Information for the Payer, and the Payment Institution's account.
2. In case of doubt with respect to the correct identification of received funds, or if there is a discrepancy concerning agreed amount of received funds, the employee of the Payment Institution contacts the Client and verifies whether the funds are intended for payment of a specific payment order and agrees on further action with the Client. In such case, the Payment Order is considered accepted only after the verification process is completed.
3. Immediately upon acceptance of a Payment Order with deferred exchange rate determination, as described above, the Payment Institution employee shall assign the payment order an exchange rate according to the Payment Institution's current exchange rate valid at the time of acceptance of the Payment Order, and simultaneously execute the Payment Order by transfer of the funds according to the Client's instructions given in the Information for the Payer.

8. Cancellation of a Payment Order

1. The Client has the right to cancel a Payment Order, the acceptance of which is subject to the conditions of § 158 paragraph 2 of the Payment Systems Act (i.e. either by acceptance of the payment by the Client or with a deferred determination of the exchange rate), sending the funds to the Payment Institution or within three working days after crediting the funds sent by the Payment Institution to the Beneficiary's account specified in the Information for the Payer.
2. In the event of a request to cancel a Payment Order, the Client is obliged to contact the Payment Institution's staff on the customer line on working days from 9 a.m. to 5 p.m., and identify himself or herself using the Framework Agreement number, at the Client's own cost, return the funds to the

Payment Institution's account in the currency according to the communicated payment instructions. If the funds have been sent, the Client is obliged, at their own expense, to return the funds to the Payment Institution's account in the currency of the paid Payment Order.

3. Subsequently, the funds received for the payment of the Payment Order in the original currency and amount, reduced by costs and fees according to the current Fee Schedule valid on the day of negotiating the terms of the future payment order will be returned to the Client, with the exception of those that would be paid only in the event of execution of the cancelled Payment Order (i.e., not those that relate to foreign exchange activities performed by the Payment Institution), and the costs associated with the cancellation of the Transaction.
4. Costs associated with the cancellation of the Transaction are calculated as follows:
 - In the event of cancellation of a Payment Order with a specified exchange rate before sending of the funds by the Payment Institution to the Beneficiary according to the instructions given in the Payer's Information, the calculation of costs associated with the cancellation of the Transaction shall be governed by the following provisions of Article 15 (*Non-fulfilment of the Terms of a Transaction on the part of the Client*)
 - In the event of cancellation of a Payment Order with a specified exchange rate after the sending of funds to the recipient, the costs associated with the cancellation of the Transaction are calculated as the difference between the foreign exchange rate at the time of return and the exchange rate of these funds at the time of negotiating the terms of the Payment Order, whereas the exchange rate value means the value converted into CZK according to the foreign exchange rate list of the Payment Institution determined at the decisive moment. The decisive moment for determining the exchange rate value of returned funds is the moment when these funds are identified by an employee of the Payment Institution, on the day of crediting the funds to the payment account of the Payment Institution, or the immediately the following working day.

If the Transaction consisted in the purchase of foreign currency, the costs incurred by increasing the exchange rate are charged. If the transaction consisted in the sale of foreign currency, the costs incurred in reducing the exchange rate are charged. In the case of exchanging a foreign currency for another foreign currency, the costs incurred by the sum of both amounts are charged.

5. This procedure does not concern the cancellation of a Payment Order if the Payment Order has not been settled, (even partially), and simultaneously, no exchange rate was agreed. If no funds have been received to pay for a future Payment Order, and simultaneously, no exchange rate was agreed, the cancellation of the agreed terms of the Transaction is free of charge.
6. Failure to meet the three-day deadline does not deprive the Client of other rights to make a claim or submit a complaint. The cancellation of the Payment Order does not affect the below-stated provision of Article 15 (*Non-fulfilment of the Terms of a Transaction on the part of the Client*).

9. Return of Unidentified Funds

1. If the Payment Institution finds in its accounts the crediting of funds intended for the payment of a payment order without prior negotiation of the payment order, it shall try to determine the origin of funds and contact the Client, or wait until the end of the fifth working day following the maturity date of crediting of the funds.
2. If the origin of the funds can be ascertained, the Client must credibly prove that the funds have been transferred from his payment account or that they have been transferred by another entity to settle the Client's receivables. Subsequently, the parameters of the payment service are agreed with the Client and the Information is sent to the Payer. In this case, the Client is obliged to confirm the correctness of the payment instructions in writing, by fax or by telephone on the record. Subsequently, the

Payment Institution will transfer the funds to the Beneficiary of the payment order according to the approved instructions.

3. If it is not possible to determine the origin of the funds by the end of the fifth working day following the maturity day of crediting the funds, the funds will be returned to the Payer's account on the same day. In this case, the Payment Institution shall reduce the amount before sending by the reasonable costs associated with receiving and sending funds from the payment account.
4. The Payment Institution will proceed similarly in cases where the parameters of the incoming payment do not fully correspond to the agreed Payment Service (*for example, if the Payer transfers funds intended for a payment transaction to a Payment Institution's account held in another currency contrary to the instructions given in the Payer's Information, which prevents the Payment Institution from executing a payment order in accordance with the instructions due to the bank automatically crediting such payment to the Payment Institution exchanged at its own exchange rate*).

10. Fulfillment of the Client's Obligation – Condition Precedent for Acceptance of a Payment Order

1. The Client fulfils his obligation to pay for the Payment Service by transferring funds from the Payer's account to the Payment Institution's account specified in the Information to the Payer, using the agreed identification features (variable and specific symbol or information for foreign payees) or, in exceptional cases, by depositing cash at the counter of the Payment Institution. The Client may only follow the instructions contained in the current version of the Information to the Payer received from the Payment Institution.
2. The client is obliged to pay for the payment service within the agreed period and in the agreed amount. If, for technical or other reasons, the Client is forced to delay the transfer or split it into several payments, the Client must inform the Payment Institution without undue delay. As already stated above in Article 5 (*Conclusion of a Transaction and Sending the Information for the Payer*) the fulfilment amount of this obligation by the Client is a condition precedent for acceptance of the Payment Order within the meaning of § 158 paragraph 2 of the Payment Systems Act., and until it is fulfilled, the Payment Institution will not execute the Payment Order.
3. If the Client does not correctly state the identification particulars according to the valid Information to the Payer, the employees of the Payment Institution contact the Client and the Client is obliged to provide:
 - Documentation that the funds have been transferred from the Client's payment account or that they have been transferred by another entity to settle the Client's debts, if in doubt; and
 - Agreement with the correctness of the Information for the Payer if there is a suspicion that there could be an error or mutual misunderstanding between the Client and the Payment Institution.

11. Transfer of Funds According to the Payment Order

1. The Payment Institution shall transfer funds according to accepted and effective Payment Orders (i.e., such orders for which the relevant conditions precedent have been met, if these have been agreed) only on working days throughout the full working hours after receipt and identification of payment instruments for the payment of Payment Orders.
2. The Payment Institution shall submit to its bank an order to transfer funds according to the Instructions without undue delay, immediately following the fulfilment of the condition precedent, consisting in the proper fulfilment of the Client's obligations, i.e., after the crediting and proper identification of the funds to pay the payment transaction in full, and in the nearest possible date, as long as it is technically possible, and if this is not prevented by the conditions of the Payment Institution's bank.

3. In all other cases, the Payment Institution shall hand over the order for transfer of funds according to the Instructions:
 - By 3:00 p.m. on the maturity date (if the Client's funds were credited to the Payment Institution's account by 2.30 p.m.),
 - By the end of working hours on the maturity date (if the Client 's funds were credited later), or
 - No later than the end of the working hours of the following working day, if it is not possible for technical reasons to submit the order to transfer funds to the bank earlier.
4. The above procedure shall not apply if there is any doubt as to the origin of the funds, if the identification used by the Payer does not correspond or if it is prohibited by legal regulation (*in particular the AML Act and the Act on the Implementation of International Sanctions*) or an individual legal act binding on the Payment Institution, issued by a competent public authority.
5. The Payment Institution informs the Client about the handover of the order for the transfer of funds to the bank, optionally by a short text message (SMS) or by e-mail. Following the debiting of funds in favor of the Beneficiary of the payment order, a Proof of Execution of the Payment Order will be issued, which is sent electronically to the Client.
6. Obligations arising from the concluded Transaction are fully fulfilled only at the moment of crediting the Client's funds to the Payment Institution's account in the amount specified in the Payer's Information and after crediting the Payment Institution's funds to the Beneficiary's account debited from the Payment Institution's payment account in the amount specified in the Payer's Information.

12. Document on Execution of Payment Order

1. The Payment Institution will issue a document on the Execution of the Payment Order after debiting of funds from the payment account of the Payment Institution in favor of the Beneficiary of the Payment Order in the amount and by the method pursuant to the agreed terms of the Transaction stated in the Information for the Payer. The payment institution shall immediately send the document in electronic form to the Client's e-mail address agreed upon when negotiating the conditions of the Transaction.

13. Foreign Payment Relations

1. Transfers of funds in payment transactions abroad are provided by the Payment Institution to Clients exclusively in parallel with the service of non-cash exchange of funds into another currency.
2. When arranging a payment service where the Beneficiary has accounts maintained outside the Czech Republic or in a foreign currency with a domestic bank other than the one used by the Payment Institution to settle the payment services, the Client is obliged to state the origin of the funds to the Payment Institution, information on the purpose and intended nature of the payment and its financial reason, or, potentially, upon request of the Payment Institution, to provide the relevant documentation on the funds.
3. When entering a transfer order abroad for a payment, the Payer must state the correct identification data of the Beneficiary according to the information sent to the Payer, especially data on the payment Beneficiary (EXCHANGE s.r.o., Štefánikova 203/23, Prague 5, Czech Republic), Beneficiary's account number, (IBAN), bank code or SWIFT/BIC and bank information of the Beneficiary (not required for SEPA payments). For domestic payments in CZK or within the same bank, the Client shall also indicate a variable and specific symbol; for other payments, information for the Beneficiary. The Client always receives all this information in the Payer's Information.

14. Settlement of a Payment Order

1. In no event shall the Payment Institution be liable for any delay in crediting the funds to the Payment Order Recipient's account, which delay may be caused, in particular, by reasons solely attributable to the Client or force majeure (*for example, if the Client provides payment instructions incorrectly, due to failure of the bank's online clearing system, suspension of payment due to suspicion of possible terrorist financing or money laundering etc.*).
2. The Contracting Parties undertake to provide each other with information on the fact that the payment order cannot be settled within the agreed term. The payment order will then be executed based on the agreement of both parties at a further specified time, but otherwise at the same, original exchange rate specified in the Payer's Information, unless the parties voluntarily agree otherwise.
3. The Payment Institution shall not transfer funds in accordance with the Instructions if it is prevented from doing so by a legal regulation (*in particular the AML Act and the Act on the Implementation of International Sanctions*) or an individual legal act, binding on the Payment Institution, issued by the competent authority.
4. The Payment Institution is not liable to the Client for damage caused to the Client by non-transfer of funds due to the fulfilment of obligations arising from the laws of the Czech Republic, European Union, another state or an international organization.

15. Non-fulfilment of the Terms of a Transaction on the part of the Client

1. If the Client does not transfer the funds intended for the payment of the Payment Order to the account of the Payment Institution within the agreed period, or no later than three working days following the day of conclusion of the Transaction, and does not agree an alternate deadline with the Payment Institution within this term for the transfer of the Funds or a change in the Terms of the Transaction, such conduct is considered a breach of the Client's obligation and the Payment Institution has the right to unilaterally cancel the Transaction in question.
2. Cancellation of a Transaction due to non-fulfilment of the Client's obligation entitles the Payment Institution to reimbursement of costs incurred in connection with the cancellation of the Transaction. Such cancellation of the Transaction is assessed as a serious breach of the Agreement, pursuant to which the Payment Institution may terminate the Agreement. Termination of the Agreement does not terminate the right of the Payment Institution to reimbursement of the costs arising from the cancellation of the Transaction, which the Client is obliged to pay based on a call to do so.
3. Costs incurred in connection with the cancellation of the Transaction due to the Client's non-compliance with the terms of the Transaction are calculated as the difference between the amount of exchange funds of the Payment Order using the exchange rate announced by the Czech National Bank on the day the Transaction was negotiated and the amount of the exchange funds of the Payment Order calculated using the rate announced by the Czech National Bank on the day on which the Client notified the Payment Institution of the Client's intention not to fulfil the Client's obligation arising from the concluded transaction, or, in case of cancellation of the Transaction by the Payment Institution in the amount of exchange funds of the Payment Order calculated at the exchange rate announced by the Czech National Bank on the third working day following the day of closing the Transaction or on the day of the agreed replacement date. In the case of an alternative date, the last one mutually agreed upon is always binding.
4. Costs in connection with the failed purchase of foreign currency arise in the event that the unfulfilled Transaction contained an obligation of the Client in a foreign currency and the exchange rate of the purchased currency announced by the CNB increased in the said period.

5. Costs in connection with the failed purchase of foreign currency arise in the event that the unfulfilled Transaction contained an obligation of the Payment Institution in a foreign currency and the exchange rate of the sold currency announced by the CNB decreased in the said period.
6. If the subject of the Transaction is the exchange of a foreign currency for another foreign currency, the loss is calculated as the sum of both amounts stated in the preceding paragraphs.

16. The Right to Information for Handling Claims and Complaints

1. Every client has the right to ask the Payment Institution for information regarding the Framework Agreement, Payment Transactions and further to express their dissatisfaction with the provided payment and exchange services or the conduct of the Company's employees, in the form of a complaint or claim.
2. The filing and handling of complaints and claims is governed by the Rules for Handling Complaints and Claims (hereinafter referred to as the “**Complaints Procedure**”). The current wording of the Complaints Procedure is available at the registered office of the Payment Institution, at every branch of the exchange office and in electronic form on the Payment Institution’s website.

17. Procedure for Reporting and Resolution of Suspicion of Fraud

1. If the Client finds or suspects that he or she has been the victim of fraud in connection with the Payment Service provided, the Client may contact the person responsible for dealing with fraud, who is the head of the front-office department or the head of the Payment Institution. Due to the possible urgency of the solution, they may be represented in their absence by another authorized payment service employee.
2. In this case, the Client contacts the Payment Institution via one of the following channels:
 - In Person, at the registered offices of the Payment Institution, or through an exchange office employee,
 - By phone on the Payment Institution’s customer service line,
 - Electronically, via e-mail at: info@exchange.cz,
 - Using the contact form at: <https://www.exchange.cz/contact> or
 - In writing to the address: EXCHANGE s.r.o., Štefánikova 203/23, Prague 5 – Smíchov, Zip Code 150 00.
3. The responsible employee must deal with such a complaint immediately and inform the Client about the course of the solution and the findings to minimize any potential damages.

18. Amendment of Terms and Conditions

1. The Payment Institution is entitled to change these Terms and Conditions at any time in connection with the development of the legal and business environment and with regard to its business policy. The Payment Institution undertakes to publish the changes to the Terms and Conditions and handover the amended Terms and Conditions to clients with valid agreements on permanent data media, at least two months before such changes take effect.
2. It applies that the Client agrees with the change of the Terms and Conditions, if the Client was notified of the change within the period pursuant to the first paragraph and the Client has not rejected this change by the date of effect of the Terms and Conditions. In the event of rejection of the change in Terms, the Client is entitled to terminate the Agreement.
3. The Payment Institution shall always make available the current and full version of the Terms and Conditions at the company’s registered offices and on its website at <https://www.exchange.cz/gbt>.

19. Supervisory Body and Dispute Resolution

1. The supervisory body overseeing the activities of the Payment Institution is the Czech National Bank with headquarters at Na Příkopě 864/28, 115 03 Prague 1.
2. Disputes arising during provision of payment services, including disputes arising in the event of non-compliance with agreed Transactions, may be resolved:
 - By a materially and locally competent court;
 - By a financial arbitrator of the Czech Republic, in accordance with § 20e Act no. 634/1992 Coll., on Consumer Protection and Act no. 229/2002 Coll., On the financial Arbitrator, as amended, if the dispute arises from the provision of payment services.

Contact information:

Finanční arbitr ČR

Washingtonova 25

110 00 Prague 1

Website: <https://finarbitr.cz/en/>

- In arbitration proceedings, if the Framework Agreement contains a validly agreed arbitration clause or an arbitration agreement has been concluded between the Company and the Client for the resolution of disputes.
- By the European Consumer Centre of the Czech Republic <https://evropskyspotrebitel.cz/en/>

20. Closing Provisions

1. The payment institution is entitled to terminate the Agreement in writing with a two-month notice period starting from the day following delivery of the notice to the Client. The Client may unilaterally terminate the Agreement at any time, with immediate effect and without giving a reason. Termination of the Agreement is free of charge. Termination of the Agreement does not release the contracting parties from the obligation to settle the obligations arising during the contractual relationship.
2. If any provision of these Terms and Conditions or any part thereof is found to be invalid, ineffective or unenforceable, such fact shall have no effect on the validity, effectiveness or enforceability of the other provisions of the Terms. In such a case, the legal relationships which have been or should have been affected by such invalid, ineffective or unenforceable provisions of the Terms shall be governed by the provisions of applicable law which most accurately reflect the intentions of the parties arising from such invalid, ineffective or unenforceable provision of the Terms.
3. All agreements between the Contracting Parties are governed by the laws of the Czech Republic. If the legal relationship established by the Agreement contains an international element, then the Parties agree that the relationship is governed by the laws of the Czech Republic. These Terms and Conditions and the Agreement are binding in the Czech version, unless the Agreement stipulates otherwise.
4. These Terms and Conditions become valid and effective on 31st March, 2023, and from this date replace the previous General Business Terms of EXCHANGE s.r.o. for Provision of Services in full scope.