

General Terms and Conditions of PayRose s.r.o.

I. General provisions

1. The General Terms and Conditions of PayRose s.r.o. (hereinafter referred to as "PayRose"), issued pursuant to Section 1751 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "GTC"), govern the basic conditions under which PayRose provides its clients with services in the execution of cashless foreign currency transactions and payment transactions.
2. PayRose provides services to the client on the basis of a framework agreement (hereinafter referred to as the "Agreement") and the GTC, which form an integral part of the Agreement. Unless otherwise specified in the Agreement, the provisions of the Agreement shall take precedence over the GTC.
3. Information about PayRose: PayRose s.r.o., ID No.: 07717261, with its registered office at Na Perštýně 342/1, 110 00 Prague, registered in the Commercial Register at the Municipal Court in Prague under file no. C 306203, email: info@paybyrose.com.
4. PayRose is the holder of a licence to perform the activities of a small-scale payment service provider pursuant to the Payment Services Act, which was issued by the Czech National Bank. PayRose is authorised to provide payment services pursuant to Section 3(1)(c), (e) and (f) of the Payment Services Act.
5. The Client declares that, prior to the provision of services, they were familiarised with the content of the Agreement, the GTC, the personal data processing policy, the complaints procedure and the Price List, as well as other important information regarding the terms and conditions of service provision (hereinafter also referred to as "important information"). All important information is available on the PayRose website.
6. The Client agrees that they will be informed of any significant changes to important information or other changes, in particular via the PayRose website or mobile application, or via email communication. The Client declares that they have access to the internet, use this service regularly and have the opportunity to familiarise themselves with the information provided on the website or in the PayRose mobile application before each provision of the service.
7. The client and PayRose have agreed that the standard method of communication and the standard method of transmitting information in connection with the Agreement shall be electronic correspondence via the website or mobile application, or email. Email correspondence will be sent by PayRose to the email address provided by the client. The client gives PayRose consent to send email and postal business communications related to the offer of services.

II. Definition of terms

For the purposes of the GTC and the Agreement, the following definitions apply:

1. **Client** – a natural or legal person who has entered into a Contract with PayRose on the basis of which services are provided to them.
2. **Contract or Framework Agreement** – a Framework Agreement which includes the GTC, Price List, Complaints Procedure and Personal Data Processing Policy.
3. **Payment service** – a payment service pursuant to Section 3(1)(c), (e) and (f) of the Payment Services Act, which PayRose is authorised to provide on the basis of a licence from the Czech National Bank.
4. **trade or payment transaction** – depositing funds into a payment account, withdrawing funds from a payment account or transferring funds.
5. **trade settlement date** – the working day on which the payment transaction agreed between PayRose and the client is to be executed.
6. **trade parameters** – amount, currency, recipient's IBAN, indication of whether the recipient is a business or not, SWIFT/BIC and payment reference.
7. **business day** – a day on which banks are open in the Czech Republic and payment transactions can be carried out between such banks between 9:00 a.m. and 4:00 p.m.
8. **Market disruption** – an unforeseeable event resulting in the inability to provide payment services to the client, e.g. failure of the payment infrastructure, cyber attacks, force majeure or regulatory or legal restrictions.
9. **politically exposed person** – a natural person who is or has been in a prominent public function of national or regional importance, such as, in particular, the head of state, the prime minister, the head of a central government authority and his or her deputy (deputy minister, state secretary), a member of parliament, a member of the governing body of a political party, a senior representative of a local government, a judge of the supreme court, constitutional court or other supreme judicial body whose decisions are generally not subject to appeal, except in exceptional cases, a member of the central bank's governing board, a senior officer of the armed forces or corps, a member or representative of a member, if the member is a

legal entity, statutory body of a state-controlled commercial corporation, ambassador or head of a diplomatic mission, or a natural person who performs or has performed a similar function in another state, in a European Union body or in an international organisation, and persons related to them.

10. **ZPS** – Act No. 370/2017 Coll., on Payment Systems.
11. **Website or web application:** <https://www.paybyrose.com/>
12. **mobile application:** a mobile application from which the client has access to their payment account, available in the App Store here: <https://apps.apple.com/cz/app/PayRose/id6470649299?l=cs> or on Google Play here: <https://play.google.com/store/apps/details?id=com.pannovate.PayRose&hl=cz>.
13. **client profile:** a user section in the web or mobile application to which the client logs in with their email address and password, where all information and documents under the framework agreement or the law are available.
14. **Closing of the business day** – a set of activities that PayRose performs when processing data on all direct and reverse transactions made during the client's business day.

III. Conclusion of the framework agreement

1. The framework agreement is concluded remotely.
2. The conclusion of a framework agreement via the website or mobile application takes place as follows:
 1. the client registers on the website or in the mobile application using a one-time access code, then chooses whether they wish to create a personal or business account,
 2. the client fills in all the required data and information for identification and verification purposes,
 3. The client shall verify that their actual appearance matches the documents provided and upload proof of their actual address.
3. In connection with the conclusion of the framework agreement, the client is identified and checked in accordance with applicable legal regulations. The client is obliged to provide PayRose with the necessary cooperation and to submit documents for identification and verification at any time during the business relationship.
4. PayRose reserves the right to require the client to register or use third-party systems for securing online transactions and customer verification, which may include a one-time password and other third-party verification.

IV. Entering a transaction via the website or mobile application

1. Transactions are entered electronically via the website or mobile application.
2. **Procedure for entering a transaction:**
 - a) the client logs into the web application on the company's website or mobile application,
 - b) fills in all the necessary transaction parameters and any other required information,
 - c) confirm the information entered with a password in the mobile application; if entering via the website, confirm the transaction in the mobile application or with a one-time code sent to the client's phone number.
3. Transactions entered after 10 p.m. on a given working day are considered to have been entered on the following working day.
4. When entering a transaction, the client is obliged to comply with the limits according to the Price List.
5. PayRose is not responsible for cases where the method of arranging a trade described in this provision cannot be used for reasons beyond PayRose's control.
6. The client is only entitled to place a transaction order up to the amount of funds held for them in their payment account with PayRose.
7. The contracting parties agree that PayRose is not entitled to dispose of the funds deposited by the client under this Agreement in any way other than in a manner leading to the execution of payment services or other monetary transactions under the Agreement.
8. PayRose shall issue the client with a confirmation of the settlement of the agreed payment transaction and display it immediately in the client's profile. The client has access to a statement of payment transactions in their client profile, which lists all agreed payment transactions for the given month.
9. The contracting parties undertake to provide each other with the maximum possible cooperation and to fulfil their obligations without undue delay so that each payment transaction is settled properly and within the time limit agreed in the payment transaction.
10. In the event of a payment transaction not being executed for any reason, PayRose is obliged to inform the client of this fact and settle with the client any obligations already incurred from this uncompleted payment transaction.

V. Settlement deadlines, information obligation

1. The transaction will be settled without undue delay after the payment order is submitted. PayRose is obliged to submit a payment order to execute the requested transaction without undue delay so that it is executed within the deadlines set by the ZPS, with a maximum deadline of D+1. This deadline may be extended for reasons on the part of the client if the client does not have sufficient funds in their payment account to execute the order or if the client has not provided PayRose with all the necessary parameters of their payment order.
2. PayRose fulfils its information obligation under the ZPS (information on the balance of the payment account, transactions executed and fees charged) towards clients via a web or mobile application in the form of a monthly electronic statement.
3. The Company provides consumer clients with information on fees for services related to payment accounts and an annual overview of fees for services provided in connection with payment accounts in accordance with the Payment Services Act in EUR. The Company provides the annual overview of fees via its website or mobile application.
4. The client is obliged to use the payment account and payment instrument in such a way that does not compromise the security of the payment account and the web or mobile application, in particular to comply with the rules of safe behaviour on the internet and not to disclose their access data to the web or mobile application to anyone. The Client is obliged to immediately notify the Company of any suspicion of illegal or other unauthorised activity in connection with the web or mobile application or of any malfunction of the web or mobile application. The Company may, by mutual agreement with the Client, block the Client's payment method in the situations described in the previous points.
5. The Client is obliged to report any theft of access rights (profile) enabling payment transactions to be made via PayRose or any unauthorised transactions to be carried out by PayRose immediately after such discovery. The information can be reported to the email address support@paybyrose.com. The client bears full responsibility for any misuse until they report the loss, theft or unauthorised use by third parties to PayRose. PayRose will block the profile as soon as the client reports the loss, theft or suspected unauthorised use. From the moment of reporting the loss, theft or unauthorised use of access rights, PayRose is responsible for their misuse.
6. The payer shall bear the loss from unauthorised payment transactions: 1) up to an amount corresponding to EUR 50, if this loss was caused by the use of a lost or stolen payment instrument or the misuse of a payment instrument; 2) in full, if this loss was caused by their fraudulent conduct or by their intentional or grossly negligent breach of any of their obligations set out in Section 165 of the ZPS. The provision of the previous sentence, point 1, shall not apply if the payer did not act fraudulently and could not have detected the loss, theft or misuse of the payment instrument before the unauthorised payment transaction was executed, or if the loss, theft or misuse of the payment instrument was caused by the actions of PayRose. Furthermore, the provision of the first sentence shall not apply if the payer did not act fraudulently and the loss occurred after the payer reported the loss, theft or misuse of the payment instrument, or PayRose failed to ensure that the user had access to appropriate means of reporting the loss, theft, misuse or unauthorised use of the payment instrument, or PayRose violated its obligation to require strong user authentication.
7. The client is obliged to notify PayRose immediately of any incorrectly executed payment transactions in the manner specified in paragraph 5 of this article.
8. In the event of an incorrect execution of a client's payment order due to PayRose's fault, PayRose is obliged to restore the client's payment account to the state prior to the error.
9. Protection of funds entrusted to PayRose. Funds entrusted to PayRose for the execution of payment transactions are held separately from PayRose's own funds and from the funds of other persons, with the exception of clients' funds. Clients' funds are held in separate bank accounts. Client funds are not part of the assets of a payment service provider in bankruptcy. If a decision on the bankruptcy of a payment service provider is issued, the special insolvency administrator is obliged to release the funds entrusted to the payment service provider for the purpose of executing a payment transaction to the clients.
10. Protection of client assets in the event of bankruptcy of the bank maintaining the separate account of the payment service provider. Client funds recorded in the separate PayRose account constitute a claim from a deposit with a special regime pursuant to Section 41f of Act No. 21/1992 Coll., on Banks. PayRose has fulfilled its legal obligation under Section 41f(2) of the Banking Act and has notified the banks where it maintains separate payment accounts in writing that the separate accounts contain funds representing claims of multiple persons. In the event of the bank's bankruptcy, compensation for claims from deposits with special treatment will be provided to PayRose clients in the same amount as would have been provided if each client had had funds recorded in their own account. In the event of the bankruptcy of a bank where a separate account of a payment service provider is maintained, each PayRose client will receive payment from the Deposit Insurance Fund in the amount of the funds recorded in the separate payment account, up to a maximum of EUR 100,000.
11. Corrective settlement: PayRose will restore the account of the unauthorised recipient to the state it would have been in if the incorrect payment had not been made. A request for corrective settlement may be submitted within three months of the error occurring.

12. PayRose will inform the client in the event of suspected unauthorised or fraudulent use of a payment instrument by email or by publishing the information on its website.

VI. Third-party access

1. The client is entitled to authorise a third party to access information about the client's payment account or to initiate certain transactions from the payment account, provided that the third party has identified itself and acts in accordance with the relevant legal regulations. Any instruction from a third party will be considered an instruction from the client.
2. PayRose may deny access to a third party if there is concern about unauthorised or fraudulent access. The client will be informed of the reason and facts of the denial. The client will not be informed if doing so would pose security risks or violate legal regulations.
3. If the client has given a third party consent to access the data in the client's profile so that the third party can provide services related to account information or initiate transactions on behalf of the client, the client also agrees that PayRose will share the client's information with that third party to the extent necessary to provide the services. The client may revoke this consent at any time.

VII. Complaints and claims

1. If the client believes that PayRose has not properly fulfilled its obligations under the Agreement, they are entitled to file a complaint with PayRose. The client is obliged to file a complaint before undertaking any further operations within the scope of the services that are the subject of the complaint. Complaints must be in writing and must include the signature and identification details of the client, at least including their first name, surname, place of residence and contact address for natural persons, and the name, ID number, registered office, contact address and first name and surname of persons authorised to act on behalf of the company for legal entities. In order for the complaint to be properly and timely processed, it must state what it concerns (e.g. type and number of transaction, conduct of a specific employee, etc.). The client shall deliver the complaint/claim to PayRose without undue delay in writing to the address of PayRose's registered office or to the email address support@paybyrose.com. Upon request, PayRose will issue the client with confirmation of receipt of the complaint.
2. Complaints/claims are handled by the heads of the PayRose departments to which the complaint/claim is directed. The client is obliged to provide PayRose with the necessary cooperation in handling the complaint. PayRose is obliged to handle the client's complaint/claim within 15 working days of its delivery. If PayRose is prevented by circumstances beyond its control from responding to the complaint/claim within 15 working days, PayRose shall inform the Client of the obstacle and handle the complaint/claim within 35 working days at the latest. PayRose is obliged to send the client a written statement on how the complaint/claim will be handled within this period. PayRose keeps a list of complaints/claims.
3. The Client has the option of contacting the supervisory authority of PayRose, the Czech National Bank, with its registered office at Na Příkopě 28, 115 03 Prague 1, www.cnb.cz, with their complaint regarding the manner of providing services.
4. The client has the option of addressing their complaint regarding the manner of providing payment services to the Financial Arbitrator, with its registered office at Legerova 1581/69, 110 00 Prague 1, www.finarbitr.cz, which is authorised to resolve disputes between the contracting parties concerning payment services out of court.

VIII. Information on distance contracts for financial services

1. The provisions of this article shall only apply if the client is a consumer within the meaning of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the "CC").
2. If PayRose concludes a financial services contract with the client using means of distance communication that allow the contract to be concluded without the simultaneous physical presence of a representative of PayRose and the client, it is obliged to comply with the obligations under Section 1841 et seq. of the CC.
1. Means of distance communication enabling individual negotiations shall only be used if the client has not refused their use. Means of distance communication include, in particular, the internet (websites), email messages, data boxes and letter mail.
2. The client has the right to withdraw from a financial services contract concluded at a distance without giving any reason and without any penalty within 14 days of the date of conclusion of the contract or from the date on which the information was provided to them in accordance with the Civil Code, if this date occurred after the conclusion of the contract. If PayRose has provided the client with misleading information, the client has the right to withdraw from a distance financial services contract within 3 months from the date on which they became aware or could have become aware of this.
3. The client does not have the right to withdraw from financial services provided whose price depends on movements in financial markets that PayRose cannot influence, such as services related to investment instruments and foreign exchange values. Furthermore, the client does not have the right to withdraw from contracts that have been fully performed by both contracting parties at the client's request (instruction) before the client exercised their right of withdrawal.
4. The client shall exercise their right of withdrawal by sending a notification in a demonstrable manner to the address of PayRose's registered office or to the address communicated to them in their communication with PayRose; the deadline for exercising the

right of withdrawal shall be deemed to have been met if the notification was sent in writing before the expiry of this deadline. If the client withdraws from a distance contract for financial services, PayRose may only charge them for the price of the service actually provided up to that point (proportional part). However, PayRose shall not demand payment for the service provided if it commenced performance of the distance contract before the expiry of the withdrawal period without the client's consent or if it did not inform the client of the price in accordance with the previous sentence.

5. The use of means of distance communication does not affect the final price of services. No advance payment is required before concluding a financial services agreement.
6. Unless otherwise agreed individually with the Client, the contract with PayRose may be terminated in the following ways:
 - a) by agreement of the contracting parties,
 - b) termination by either party without giving a reason, whereby in the event of termination of the Agreement by the Client, the notice period shall be one month from the date of written notice. In the event of termination of the Agreement by PayRose, the notice period shall be two months from the date of written notice to the Client,
 - c) upon the dissolution of PayRose,
 - d) termination or death of the client without a legal successor,
 - e) based on long-term inactivity of the client – if the client does not use their account for 18 months, PayRose is entitled to freeze the client's account, and if there is no activity by the client for a further 12 months, PayRose is entitled to cancel the account and terminate the Agreement without notice,
 - f) if the client refuses to provide or fails to provide the necessary cooperation for PayRose to perform an AML check, and if the client does not respond within two weeks of being requested to submit the relevant documents, PayRose is entitled to freeze the client's account, and if the client does not respond within the following three weeks, PayRose is entitled to cancel the account and terminate the contract without notice,
 - g) for the reasons specified in Act No. 253/2008 Coll., in particular if the client fails to cooperate in the check or if the business relationship with the client begins to pose increased risks in terms of money laundering and terrorist financing.
7. The client has the right at any time during the term of the contractual relationship to receive any requested part of the contractual documentation or other documents, either in electronic or paper form. The client has the right to change the method of remote communication, provided that this does not conflict with the nature of the services provided and the concluded contract.
8. Contracts for financial services and any disputes arising therefrom are governed by Czech law. Any disputes shall be resolved by the Czech district or regional courts with local jurisdiction according to the place of residence/registered office of the defendant.

IX. General and final provisions

1. PayRose is entitled to refuse to provide a specific service, in particular to conclude a transaction, if the contracting parties do not agree on all the terms and conditions of its provision or if the PayRose client fails to provide all the information and documents necessary for the proper performance of the service in a proper and timely manner, or if so stipulated by law.
2. By signing the framework agreement, the client declares and agrees that PayRose has provided them with the text of the framework agreement and the GTC sufficiently in advance of the signing of the framework agreement, thereby fulfilling its obligation to provide the client with information pursuant to Section 132 et seq. of the ZPS and other pre-contractual information required by law.
3. PayRose is not obliged to accept a document whose authenticity, completeness or accuracy it doubts and which PayRose considers necessary for the proper performance of the requested service, and in such a case, it is entitled to request the client to provide additional information and documents that it considers necessary to prove the authenticity, completeness or accuracy of the information or document in question.
4. PayRose is entitled to request verification of the client's signature on all contractual documents or transaction documents.
5. PayRose shall only execute client orders and requests that are complete, correct, specific, comprehensible and made in accordance with the terms and conditions set out in the Agreement, the GTC and the ZPS.
6. The client is not entitled to assign, pledge or otherwise encumber claims against PayRose without the prior written consent of PayRose.
7. Failure to exercise any right under this Agreement or transaction or delay in exercising such right by either party shall not be construed as a waiver of such right.
8. PayRose is entitled to request the provision of adequate security or collateral for its claims against the client, even during the provision of the service. Failure to provide such security or collateral constitutes a material breach of the Agreement by the client, and in such a case, PayRose has the right to terminate the provision of any service, in particular to withdraw from the transaction or withdraw from the Agreement.
9. All communication between PayRose and the client shall be conducted in English.

10. PayRose is entitled to deduct taxes from payments made under the contract in accordance with applicable law. If double taxation agreements apply to the client, the client is obliged to notify PayRose of this fact when negotiating a trade.
11. Persons authorised by the client in the Agreement are entitled to conclude transactions on behalf of the client and on their account, to use other services specified in the Agreement, to the extent and in the manner specified in the Agreement. Such persons are entitled to act independently, unless otherwise specified. Such persons are not authorised to amend, supplement or terminate the Agreement unless they are authorised to do so on the basis of a special power of attorney granted by the client.
12. If the client does not complain about the information contained in any documents from PayRose without undue delay after receiving them, it is assumed that the client agrees with all the information contained in the documents.
13. Cancellation of a transaction or payment order at the client's initiative must be submitted to PayRose in person or sent in writing by email to support@paybyrose.com. The payer's request for a refund of the amount of an authorised payment transaction at the initiative of the payee is governed by Section 176 of the Payment Services Act.
14. Unless expressly stated otherwise in the contract or agreed between the contracting parties, the provision of the service may be agreed or the service may be provided, in particular the execution of a transaction, exclusively on working days.
15. The client is entitled to obtain from PayRose, upon written (email) request, the content of the Agreement and other information specified in the ZPS. Upon receipt of the request, PayRose shall send a copy of the Agreement, the GTC, the principles, the complaints procedure and the Price List, or any other information requested by the client, to the client's email address without undue delay.
16. In the event of a market disruption or other event attributable to force majeure affecting the performance of the Contract or a transaction already concluded, and it is therefore not possible to fulfil the terms of the trade, the contracting parties are obliged to agree in good faith either to terminate the trade and return any performance affected by the market disruption or event attributable to force majeure, or to agree to continue the trade under conditions possible after the removal of the force majeure or market disruption.
17. PayRose is entitled to unilaterally amend the GTC, in particular in connection with changes in legislation, the introduction of new services, changes in the manner of providing services, etc. In such a case, PayRose shall notify the client of the change to the GTC by email sent to the client's email address specified in the header of the Agreement, which shall contain the text of the new GTC, and at the same time on the PayRose website, at least 2 months before the change takes effect. Correction of errors is not considered a change. The client undertakes to familiarise themselves with the new wording of the GTC. If the client does not notify PayRose in writing of their disagreement with the proposed changes to the GTC at least one day before the proposed change takes effect, the changes thus notified shall be binding on the client from the date of publication on the website. If the client rejects PayRose's proposal to amend the Agreement, they have the right to terminate the Agreement free of charge and with immediate effect before the date on which the GTC are to take effect.
18. The GTC have been approved by PayRose's statutory body. These GTC are valid and effective for existing clients from 02.02.2026 until further notice and replace all previous GTC; for new clients, they are effective from the date of delivery.