
GENERAL TERMS AND CONDITIONS B-EFEKT a.s.

effective as of 01 February 2022

1 Basic Provisions of the Terms and Conditions, Definition of Terms

1.1 Basic Provisions of the Terms and Conditions

- 1.1.1 **B-Efekt a.s.**, ID No. 272 45 888, with registered office Husitská 853/13, 130 00 Praha, registered in the Commercial Register maintained by the Municipal Court in Prague under File Ref. B 9960, e-mail address for communication: info@biteffect.net, is a company registered in the Register of Small-Scale Payment Service Providers on the basis of the operating permit granted by the Czech National Bank on 25 September 2015 (hereinafter referred to as "**B-efekt**" or the "**Provider**").
- 1.1.2 These Terms and Conditions regulate the provision of services consisting in the opening and use of a Client Account in the Biteffect system (hereinafter referred to as the "**System**") and national and international money transfers, as well as the mutual rights and obligations of the Provider and Clients using services provided within the System and using an account in the System (hereinafter referred to as the "**Terms and Conditions**").
- 1.1.3 The Provider is not obliged to enter into a contractual relationship with the Client. The Provider is entitled to make the provision of services subject to the submission of the necessary documents and information.
- 1.1.4 The Terms and Conditions specify a part of the content of the Contract in more detail in accordance with the provisions of Section 1751(1) of Act No. 89/2012 Coll., the Civil Code, and regulate the mutual rights and obligations of the Parties.
- 1.1.5 By accepting and agreeing to the Terms and Conditions, a contract for the opening and use of the Client Account (hereinafter referred to as the "**Contract**") is concluded.

1.2 Definition of Terms

- 1.2.1 **Client** - a natural person over 18 years of age or a legal entity that uses the Client Account on the basis of the Contract with the Provider.
- 1.2.2 **Client Account** - an electronic account for the receipt and management of funds, used as a tool for the provision of payment services pursuant to Section 3 of the Payment Services Act. Access to the System and the Client Account is provided through a computer interface (hereinafter referred to as the "**Web Interface**")
- 1.2.3 **Partner** - a business partner of the Provider who receives payments for goods and services and other money transfers through the Client Account.
- 1.2.4 **Payment** - any transaction (transfer of money, deposit of money, withdrawal of money) entered by the Client online or in person at a branch via the Client Account, made under the terms and conditions set out in these Terms and Conditions.

- 1.2.5 **Branches** - Provider branches listed at: <https://biteffect.net/cs/kontakt/>.
- 1.2.6 **Recipient** - the person designated as the recipient of the money transfer.
- 1.2.7 **Exchange transaction** - exchange of Czech crowns for another currency, or the opposite procedure, or exchange of two other currencies, whereby all exchange transactions may be carried out only in the context of the payment service provided, not separately.
- 1.2.8 **Contract** - contractual relationship between the Provider and the Client; when concluding the Contract via remote communication, the Terms and Conditions will be provided (uploaded) within the Client Account.
- 1.2.9 **Website** - the Provider's website, i.e. www.biteffect.net.
- 1.2.10 **Act on Payments** – the Act No. 370/2017 Coll., on payments.
- 1.2.11 **Cancellation of the Client Account** - settlement of all liabilities and receivables between the Client and the Provider that arose on the basis of and in connection with the use of the Client Account, in the manner set out in these Terms and Conditions.

2 Pre-contractual Information

- 2.1 The Provider's subject of business is the provision of small-scale payment services in accordance with the Payment Services Act and the operating license granted by the Czech National Bank.
- 2.2 The supervisory authority over the Provider's activities in the area of the provision of small-scale payment services is exclusively the Czech National Bank with its registered office at Na Příkopě 28, Prague 1, Postal Code 115 03, Czech Republic, www.cnb.cz.
- 2.3 Payment services are provided by the Provider on the basis of the Contract, the Terms and Conditions and the price list of services. The Contract may also be concluded electronically, both in the presence of both Parties and remotely.
- 2.4 In particular, the Provider provides the following services:
 - 2.4.1 opening and use of a Client Account in the System,
 - 2.4.2 carrying out national and international money transfers,
 - 2.4.3 management of funds in the System.
- 2.5 The Provider provides the services itself or through its Branches and Websites.
- 2.6 The fee for the services provided is set out in the fee schedule available on the Website and at the Branches.
- 2.7 Information on exchange rates is published in the Web Interface after logging into the Client Account.
- 2.8 Pre-contractual documents are usually provided by the Provider to the Client in the following manner:
 - 2.8.1 to the Client Account,
 - 2.8.2 by personal delivery to the Client.

- 2.9 Unless the Parties agree otherwise, the Contract is concluded in Czech, English or Russian for an indefinite period of time.
- 2.10 Unless otherwise agreed for certain cases, the Provider is entitled to propose an amendment to the Contract to the Client at least 2 months before the intended effective date of such amendment. If the Client does not reject the proposal to amend the Contract by the time of its effectiveness, the draft shall be deemed to have been accepted. If the Client rejects the proposal to amend the Contract within the aforementioned period, the Client may terminate the Contract with immediate effect.
- 2.11 The Client is entitled to terminate the Contract at any time without any charge under the terms and conditions set out below in these Terms and Conditions.
- 2.12 **Withdrawal from the Contract in the case of a consumer.** If the Contract is concluded exclusively by means of remote communication or outside the Provider's usual business premises, the Client, if he/she is a consumer, has the right to withdraw from the Contract within 14 days from the date of its conclusion. The withdrawal from the Contract must contain at least the Client's identification (name, surname, date of birth and permanent residence address) and, if applicable, the disposition for dealing with the positive balance on the Client's account, it must be made in paper form, signed by the Client and sent to the Provider's registered office. The withdrawal is effective if it is sent to the Provider no later than on the last day of the term. In case of withdrawal, the Client is obliged to pay the Provider the fees for the services provided during the contractual relationship.
- 2.13 If the Contract is concluded outside the Provider's business premises, the Client agrees that the Provider will provide the information communicated to the Client when concluding the Contract on its Website.
- 2.14 All documents are available at the Provider's registered office, at the Branches and they are also published on the Website.
- 2.15 Unless otherwise agreed, during the term of the Contract the Provider shall communicate with the Client in the Czech language, namely:
- 2.15.1 by phone/SMS,
 - 2.15.2 by a personal visit to the Provider's headquarters or Branch,
 - 2.15.3 in documentary form to the address of permanent residence, unless the Client provides a delivery address,
 - 2.15.4 electronically, via e-mail.
- 2.16 The Provider may use all the contact data (addresses, e-mail addresses, telephone numbers) provided by the Client both, at the conclusion of the contractual relationship, and during its course, for communication with the Client.
- 2.17 During the Contract term, the Provider shall provide the Client with its contents and other information defined in the Act on Payments, upon the Client's request.
- 2.18 The legal relations between the Provider and the Client shall be governed by the law of the Czech Republic and the courts of the Czech Republic shall have exclusive jurisdiction to resolve any disputes.

- 2.19 If the Client has unsuccessfully claimed an incorrect transaction in accordance with the Terms and Conditions or has unsuccessfully sought other remedies from the Provider, the Client has the right to apply to the financial arbitrator who decides disputes in the provision of small-scale payment services in accordance with Act No. 229/2002 Coll., on the Financial Arbitrator. More detail information on the financial arbitrator is available at www.finarbitr.cz. This is without prejudice to the Client's right to apply to the competent court or to file a complaint with the Czech National Bank.

3 Opening and Use of the Client Account in the System

- 3.1 Client registration is carried out via the Website. The Client enters the relevant data, i.e. name, surname, date of birth, identification card number (ID card or passport), validity of the document, place of permanent residence, place of birth, birth registration number (if assigned), gender, nationality, e-mail address and telephone number. Upon proper completion of the registration, the Client will receive the access details to his/her Client Account to the email address provided or via SMS.
- 3.2 All registration information, including the registration form and detailed instructions for using the Services, is available on the Website. The registration form, as well as the entire System, is duly secured against unwanted interference by third parties.
- 3.3 The Provider sends the Client a confirmation of the registration by e-mail or SMS to the address provided by the Client in the registration form, including further instructions and description of the services.
- 3.4 The Provider may ask the Client to supplement or change the information provided during registration.
- 3.5 In the event of loss, theft or possible misuse of any of the access data, the Client is obliged to immediately ask the Provider electronically to invalidate the existing access data and to issue new access data to his/her Client Account. The Provider shall carry out such invalidation of the access data without any undue delay. The Provider shall not be liable for damages incurred by the Client as a result of the use of the access data by a third party.
- 3.6 The Provider is authorized to handle the Client's Account only in accordance with and on the basis of the Client's instructions, the Contract, legal regulations and these Terms and Conditions. The Client is entitled to use the Client Account only in accordance with the Contract, the Terms and Conditions and the policies set out on the Website.
- 3.7 The balance on the Client Account is not subject to interest.
- 3.8 The Client is entitled to use the System only and exclusively for payment services specified in Section 3 of the Act on Payments and those covered by the authorization issued by the Czech National Bank.

4 Payments via Client Account

- 4.1 A payment is correctly made if it is made in accordance with the Client's order.
- 4.2 The Client is entitled to request, through the Provider, the execution of the Payments described in the Terms and Conditions or on the Website. Payments may only be made in the manner set out in the Terms and Conditions and on the Website.

- 4.3 By completing and confirming the information required to execute the money transfer, the Client instructs the Provider to execute a specific Payment. After entering the Payment order, the System informs the Client by means of a relevant message sent to the Client's e-mail or by SMS to the Client's telephone number, or via the Web Interface.
- 4.4 After entering the Payment order, the Client has 15 minutes to authorize the Payment. The Payment is authorized by means of the code that the Client received by SMS after entering the Payment order. By his/her authorization, the Client also confirms that he/she has read the relevant information relating to the Payment prior to authorization. In the event that the authorization does not take place, the Payment will be automatically cancelled.
- 4.5 If the Payment cannot be processed at the time of the Payment order delivery, the Client will receive a notification by e-mail or via the Web Interface. In the event that within 24 hours the System cannot find a way to process the Payment, the Payment will be automatically cancelled. As soon as there is an opportunity to process the Payment, a notification will be sent to the Client's e-mail address, after which the Client will have 15 minutes to authorize the Payment; if this is not done, the Payment order will be automatically cancelled. In the event that the Client does not make the Payment within 15 minutes, the entire procedure must be repeated to make the Payment.
- 4.6 After the requested amount has been credited to the System, the System will make the Payment as instructed by the Client from his/her Client Account within 5 minutes. If for any reason the Payment cannot be made, the Payment is cancelled and the Client is informed by email or SMS and must repeat the Payment. The Client has the right to cancel an incomplete Payment and also to check the status of the Payment at any time through his/her Client Account by entering his/her login details.
- 4.7 The Provider shall make Payments on business days within the time limits set out below. If a Payment order reaches the Provider at a time that is not the Provider's business hours, the Payment order shall be deemed to have been received at the beginning of the Provider's next business hours. An exception to this rule are payments that the Provider processes by automated software immediately, at any time, i.e. even outside its business hours, the Provider shall debit funds from the Client Account at the moment of the Payment order receipt, provided that all conditions agreed upon for its execution are met. Upon the Client's request, the Provider will inform him/her which payments are cleared immediately and which are cleared during the business hours.
- 4.8 The payment is deemed completed at the moment of the funds transfer from the System as instructed by the Client.
- 4.9 The Client may withdraw his/her consent to make a Payment only if the Payment has not yet been made.
- 4.10 Payments, Payment orders and other transactions are processed exclusively via the Web Interface and are recorded by the hardware and software resources of the Website.
- 4.11 In the event of a refund, commissions are deducted from the amount transferred and credited to the Client Account. If the cancellation of the Payment was caused by a technical failure or other fault on the Provider's side, no commissions will be deducted from the Client Account.
- 4.12 If the Client seeks to make a Payment the value of which exceeds the balance on the Client Account, the Provider will refuse this order and will inform the Client of this refusal.

- 4.13 The maximum amount of one Payment may not exceed CZK 250,000. If the transaction requested by the Client is higher, the Provider shall not execute the transaction and the Client shall be asked about the purpose of the payment before the transaction is executed.
- 4.14 The System ensures a maximally simplified process of entering, executing and performing individual transactions in the System.
- 4.15 In case of a deposit to the Client's own account, the funds are available within 15 (fifteen) minutes, if the payment is made via the SAZKA terminal, immediately in case of a deposit at the Branch. For transfers to a country outside the EEC, the funds will be available to the Recipient within 3 (three) business days at the latest. In some countries, the Service may be delayed or other restrictions may apply. For ordinary money transfers, funds are available for withdrawal within a number of hours, subject to the terms and conditions of the agent's working hours at that location.
- 4.16 The transfer fees are listed on the Website and will also be displayed to the Client on the payment page before the payment is sent. In certain cases, withdrawals may be subject to local taxes or service fees. This may expose the Recipient to additional fees for receiving funds from the Client.
- 4.17 The Provider will refuse to make a Payment if the obligation to refuse arises from a legal regulation. The Provider may refuse to make a Payment that does not meet the conditions agreed in the Contract or where there is reasonable doubt that it has been made by an authorized person (e.g. in connection with misuse of a payment instrument). The Provider will not be liable to the Client for damages resulting from failure to make a Payment for the above reasons. If it does not contradict the legal regulations, the Provider will inform the Client about the non-execution of the Payment.
- 4.18 The Provider shall notify the Client of any suspected unauthorized or fraudulent use of the payment instrument, in particular by calling or sending an SMS message to the Client's telephone number, unless otherwise agreed.

5 Top-ups and Information on the Balance of Funds and Payments Made

- 5.1 The Client may at any time increase the balance of funds on his/her or another Client's account. It is only possible to increase the balance of funds by the methods indicated on the Website.
- 5.2 The Provider will enable the Client to see the available balance on the Client Account at any time via the Web Interface after entering the access data.
- 5.3 The provisions of this Article hereof are without prejudice to the Client's right to request cancellation of his/her Client Account in the manner set out in Article 8 of the Terms and Conditions.

6 Rights and Obligations of the Provider

- 6.1 After registration in the System, the Provider will send access data and other instructions regarding the Client Account to the Client's e-mail address or by SMS to the Client's telephone number provided during registration.
- 6.2 The Provider has the right to refuse to provide the Client with a Service, stating the reasons for such refusal. The Provider shall not be liable for the refusal to provide the Service.

- 6.3 The Provider shall enable the Client to verify the Payments made and the balance of funds held in the Client Account at any time by accessing the Client Account.
- 6.4 The Provider shall be liable for the lost portion of funds held or transferred from the Client Account, for unauthorized Payment and for erroneous execution of Payments, if the loss or erroneous execution of Payments was caused by a failure of the System, device or other equipment and such failure was not caused by a provably willful or unintentional act of the Client.
- 6.5 The Provider shall not be liable for any damages incurred by the Client as a result of loss or theft or other access to the Client Account access data or damages caused by unlawful actions of third parties or by an error on the part of the Client when placing an order for Payment.
- 6.6 The Provider shall also not be liable for any damage or loss or other harm or event incurred by the Client as a result of the use of computer equipment inadequately protected against viruses or other malicious software or interference.
- 6.7 The Provider has the right to block the relevant Payment or part or all of the funds on the Client Account, or to make the Client Account inaccessible in case of doubts about the origin of the money, the purpose of the Payment, unbilled Payments or other doubts. The blocking of an amount may be done without notice to the Client. As soon as the reasons for the blockage cease to exist, the Provider shall unblock it.
- 6.8 The Provider is authorized to charge fees in accordance with the rates published on the Website.

7 Rights and Obligations of the Client

- 7.1 The Client is obliged to use the Provider's Services in full compliance with the Contract and the Terms and Conditions and to comply with the procedures set out therein, in particular to ensure that no other person becomes acquainted with the Client Account access data, not to disclose such data to any other person, or not to record or store such data in any way in an easily recognizable form, i.e. the Client is obliged to take all reasonable measures to protect his/her access data. In case of loss, theft or the possibility of misuse or unauthorized use of the access data, the Client is obliged to immediately report this fact to the Provider and request the issuance of new access data. In the event that the Client fails to do so, the Provider shall not be liable for any damages incurred. The Provider shall also not be liable for damages that occurred before the access data misuse reporting.
- 7.2 The Client is obliged to properly pay the fees related to the provision of Services.
- 7.3 The Client declares that the information provided for the purpose of making the Payment is true, accurate, current and complete.
- 7.4 No other person may use the Client's access data.
- 7.5 The Client is obliged to inform the Provider without any undue delay of:
 - 7.5.1 any change in his/her identification data,
 - 7.5.2 loss of documents identifying the Client,
 - 7.5.3 loss or theft of access data to the Client Account,
 - 7.5.4 any other facts necessary for the provision of the Services.

8 Notice of Termination

- 8.1 The Client is entitled to terminate the Contract at any time without giving any reason. The notice period shall be 15 days and shall commence on the first day following the notice delivery. The Client Account is cancelled by the Provider at midnight of the last day of the notice period. The notice may be given at the Provider's registered office, or through the Client Account, and/or electronically by e-mail to the Provider.
- 8.2 The Provider is entitled to terminate the Contract and cancel the Client Account if the Client does not make any Payment on the Client Account for a period of one (1) year. The Provider shall inform the Client about the Contract termination and the Client Account cancellation. The notice period shall be 60 days and shall commence on the first day of the calendar month following the notice receipt. The Client Account is cancelled at midnight of the last day of the notice period.
- 8.3 On the effective date of termination or withdrawal from the Contract, the Provider shall settle mutual rights and obligations and cancel the Client Account, i.e. it shall deduct from the current balance of funds Payments made up to the moment of the Client Account cancellation, the fee for transferring funds from the Provider's account to the Client's Client Account, as well as any penalties for breach of the terms of the Contract according to the applicable price list. It shall transfer the final balance by any available and appropriate means.

9 Provider's Costs and Remuneration

- 9.1 The Provider shall be entitled to request payments for the Services provided in connection with the use of the Client Account and transactions made in accordance with the applicable Price List of Services located at www.biteffect.net. The Price List of Services in written form can be consulted at the Provider's registered office and operating premises and it is also available on the Website.
- 9.2 In case of reversal of money exchange and the Client Account cancellation, the Provider is entitled to demand payment of the necessary costs related to these operations. In particular, the amount charged by the bank for the transfer of funds or fraudulent operations and the System's commission fee set out in the Price List.

10 Complaints in Respect of Operations Performed

- 10.1 The Client shall be entitled to complain to the Provider about incorrectly made Payments within 14 days of their discovery, however no later than within 1 year of the incorrectly made Payment.
- 10.2 Complaints must be made in writing to the Provider's address or via e-mail. Upon the complaint receipt, the Provider will conduct an investigation to determine its legitimacy. The Provider is obliged to communicate the results of its investigation and its standpoint in respect of the complaint to the Client within 1 month from the written complaint receipt.
- 10.3 If the conditions for the Provider's liability for erroneous Payments are met (Article 6 of the Terms and Conditions), the Provider is obliged to replenish the Client Account, which is the subject of the complaint, by the amount of funds by which the Client Account has been reduced as a result of the erroneous Payment for which the Provider is liable.

- 10.4 The Provider shall not be liable for any payment made by the Client through his/her own or a third party's error to an account other than the one intended. In such a case, the Client may request the Provider to send the owner of the account, in whose favor the Payment was made, a refund demand notice. However, the Provider shall not be liable for failure to comply with such a demand notice and any communication with such account holder shall be a cooperation to which the Provider is not obliged and it is merely an expression of its care for the Client.

11 Personal Data Protection

- 11.1 Personal data is processed in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and other relevant legislation.
- 11.2 Further information related to the processing of personal data is provided in the "Privacy Policy" document available on the Website and at the Provider's Branches.

12 Final Provisions, Changes to the Terms and Conditions

- 12.1 The Terms and Conditions are without prejudice to the provisions of generally binding legal regulations governing consumer protection.
- 12.2 The Provider reserves the right to change the Terms and Conditions, and the Terms and Conditions shall be deemed amended and valid as of the moment of their publication at www.biteffect.net. The Provider shall inform the Client of the draft amendment, as a rule, via the Client Account, e-mail (to the last e-mail address provided by the Client) or SMS message.
- 12.3 The Client is entitled to terminate the Contract within 1 month of a change in the Terms and Conditions notification, by a written notice delivered to the Provider. If the Client rejects the draft amendment before the date on which the change is to take effect, the Client has the right to terminate the Contract free of charge and with immediate effect before the date on which the change takes effect. If the Client does not terminate the Contract, the Client shall be deemed to have unreservedly accepted the change to the Terms and Conditions.
- 12.4 These Terms and Conditions are published on the Website and they are also available at the Provider's registered office and at the Branches. At the same time, the Terms and Conditions are available to the Client in the System within his/her Client Account.
- 12.5 The archiving of changes to the Terms and Conditions is provided by the Provider.
- 12.6 The Contract shall be governed by and construed in accordance with the laws of the Czech Republic and the courts of the Czech Republic shall have exclusive jurisdiction to settle any disputes. The Provider and the Client agree to resolve any dispute arising out of the Contract primarily amicably.
- 12.7 **These Terms and Conditions come into effect on 01 February 2022** and replace the Terms and Conditions effective as of 01 March 2018.