

Paynovatio Cards Terms and Conditions

These Terms and Conditions apply to customers' use of the Paynovatio Cards and the Paynovatio Accounts. Please read them carefully and keep a copy for your records. You can ask us at any time for a copy of these Terms and Conditions, our current rates of Fees by contacting us using one of the Contact Methods. You can also obtain a statement of recent Transactions made by you using your Paynovatio Card and your Paynovatio Account via the Paynovatio Card Website or by contacting us using one of the Contact Methods.

Different Paynovatio Cards and related Paynovatio Accounts are issued i) by Paynovatio, holder of the Small Electronic Money Institution License and authorized and regulated by The Czech National Bank; or ii) by the Third-party Payment Services Providers and/or EMIs authorized and regulated by the FCA or another European regulator.

1. Definitions in these Terms and Conditions

"ATM" means an automated teller machine or cash dispenser bearing the Visa acceptance mark;

"ATM Transaction" means a transaction carried out at an ATM to withdraw cash, in accordance with these Terms and Conditions;

"Balance" means the electronic money loaded onto your Paynovatio Account via a Top-Up Transaction as set out in these Terms and Conditions;

"Business Day" means any day (other than a Saturday or Sunday) on which banks in London are open for normal banking business;

"Contact Methods" means the methods by which you may contact us:

- Service Email: service@paynovatio.eu
- Service Hotline: +420 226 289 340

"E-Commerce Transaction" means a transaction initiated by you to purchase goods or services over the internet and which, for the avoidance of doubt, includes any transactions initiated by you through a mobile device, in accordance with these Terms and Conditions;

"Fees" means the fees, which we may charge you from time to time for us operating and you using your Paynovatio Account. These may include:

- ongoing monthly fees ("Monthly Fees");
- fees for undertaking investigations where you request that a Transaction is refunded under conditions laid down in section 10 ("Investigation Fee").

The amount of Fees can change over time. You can ask us for a copy of our current Fee rates using one of the Contact Methods;

"Form" means the form for verifying your identity as an applicant for the Paynovatio Card, which will be made available to you during the process of applying for the Paynovatio Card;

"Paynovatio" means Paynovatio a.s., with its registered office at Smrčkova 2485/4, Libeň, 180 00 Praha 8, Czech Republic, ID No.: 059 27 994, registered in the Commercial Register maintained by the Municipal Court in Prague under File No. B 22311.

"Paynovatio Account" means the account created by the PSP in your name, which is linked to your Paynovatio Card in order to fund Transactions made by you and to carry out transfer Transactions in accordance with these Terms and Conditions;

"Paynovatio Card" means the card issued by various PSPs in your name and which is linked to your Paynovatio Account and which can be used by you to carry out ATM Transactions, POS Transactions and E-Commerce Transactions.

"Paynovatio Card Website" means the website owned and operated by Paynovatio, through which you can apply for your Paynovatio Card and access your Paynovatio Account;

"POS Transaction" means a transaction initiated by you to purchase goods or services at a point of sale, in accordance with these Terms and Conditions;

"Privacy Policy" means Paynovatio privacy policy which, together with these Terms and Conditions, describes the basis upon which any personal data we collect from you, or that you provide to us, will be processed, handled and shared by us, as may be amended from time to time in accordance with its terms and as further explained and defined in these Terms and Conditions;

"Redemption Transaction" means a request from you to redeem your Balance (to a bank account in your name) in accordance with these Terms and Conditions;

"Security Details" means your Paynovatio Account username and password, the security question and the security answer for your Paynovatio Account and the PIN number applicable to your Paynovatio Card;

"Terms and Conditions" means these terms and conditions and includes the current Fees set out in the Annex below. The Privacy Policy also applies to the relationship between us but does not form part of the Terms and Conditions;

"Top-Up Transaction" means a transaction to load funds into your Paynovatio Account in accordance with these Terms and Conditions;

"TPP" means an account information third party provider, an online service which provides consolidated information on payment accounts you may hold, including your Paynovatio Account, as further detailed in these Terms and Conditions;

"Transaction" means any use of the Paynovatio Card and/or your Paynovatio Account to make an ATM Transaction, E-Commerce Transaction, Top-Up Transaction, Transfer Transaction or a Redemption Transaction;

"Transfer Transaction" means a transaction initiated by you to transfer value from your Paynovatio Account to another Paynovatio account holder in accordance with these Terms and Conditions;

"User", "you" or "your" means the person who is identified as having successfully applied for a Paynovatio Card through the registration on the Paynovatio Card Website of your full name, date, and place of birth, residential address, e-mail address and mobile phone number;

2. Applying for your Paynovatio Card and Paynovatio Account

- 2.1 To apply for a Paynovatio Card and Paynovatio Account, you must be at least 18 years old.
- 2.2 You will need to access the Paynovatio Card Website and follow the instructions on the "Paynovatio Card" page. During the application process, you will be required to:
 - a) provide personal details (including your full name, residential address, and postcode, mobile number, e-mail address and date and place of birth) so that we may verify your identity;
 - b) create a username when setting up your Paynovatio Account;
 - c) complete the Form; and
 - d) read and accept these Terms and Conditions and our Privacy Policy.
- 2.3 In order to complete your application and before we can open your Paynovatio Account and issue you with your Paynovatio Card, we are required to verify your identity. To do this, you must either:
 - a) visit a Paynovatio sales representative, who will verify your identity and send a scanned copy of your ID card or Passport together with the completed Form to Paynovatio; or
 - b) visit a Czech notary office or Czechpoint branch with your ID card or Passport and a print-out of the completed Form, so that they can verify your identity. You must send the completed Form with your signature together with a document verifying your identity issued by a Czech notary office or Czechpoint branch and a scanned copy of your ID card or Passport to Paynovatio by post (registered letter) at the following address: Paynovatio a.s., Back Office, Dock in Two, Smrčková, 180 00 Prague 8.
- 2.4 Once we have received all relevant information and documents in accordance with clauses 2.2 and 2.3 above, we will inform you of their delivery via e-mail. We will also send you an e-mail to verify your e-mail address. You will need to click on the link contained in the verification e-mail and follow any further instructions on the screen to finalize the application process. Subject to our approval process and any final checks we are required to carry out in accordance with applicable law, we will inform you whether your application was approved. Please be informed that there is no legal claim on the issuance of the Paynovatio Card and we are not obliged to inform you about reasons why your application was not accepted.
- 2.5 We approve your application by sending an email to you, the Terms and Conditions together with its Annexes will be enclosed to this e-mail.

3. Managing your Paynovatio Card and your Paynovatio Account

- 3.1 Subject to satisfactory completion of the application process set out in section 2 above, you can begin using your Paynovatio Card and your Paynovatio Account.

Paynovatio Card

- 3.2 Your Paynovatio Card will be sent to your residential address as provided to us by you in accordance with section 2.2(a) above.
- 3.3 Delivery of your Paynovatio Card should occur within 10 Business Days upon approval of your application pursuant to section 2.5 above. If you do not receive your Paynovatio Card within 10 Business Days, you must contact us immediately using one of the Contact Methods.
- 3.4 When you receive your Paynovatio Card, you must sign the reverse of the card immediately and activate your Paynovatio Card by following the instructions on the ["my account"] section of the Paynovatio Card Website.

Paynovatio Account

- 3.5 You can access your Paynovatio Account by logging into the ["my account"] section of the Paynovatio Card Website.

- 3.6 You will be able to (amongst other things) view your Transaction history, download copies of Transaction statements and view your Paynovatio Card PIN number. You can contact us via the Contact Methods if you would like copies of the Transaction statements to be provided to you in another way (e.g. via email). Where possible, we will try and accommodate your request.
- 3.7 Accessing the Paynovatio Card Website through your mobile device will use data, for which your existing agreement with your smartphone network provider for data usage will apply and you may incur charges with your network provider. You should consult your data usage agreement with your network provider for further details.

4. Using your Paynovatio Card and your Paynovatio Account

- 4.1 Details of the various Transactions you can make using your Paynovatio Card and the funds in your Paynovatio Account are set out below.
- 4.2 You should always make sure you have sufficient Balance to cover the amount of any Transaction and any applicable Fees.
- 4.3 With the exception of Top-Up Transactions, any Transaction you make using your Paynovatio Card or your Paynovatio Account will be deducted from your Balance. Your Balance will be credited with the relevant funds following a Top-Up Transaction.
- 4.4 The amount which you can spend using your Paynovatio Card in a single POS Transaction or E-Commerce Transaction may be limited by regulation or by a merchant's acceptance policies and implementation procedures.

Loading your Paynovatio Account

- 4.5 You can top up your Paynovatio Account via a Top-Up Transaction with funds to be used to carry out Transactions.
- 4.6 You may top up your Paynovatio Account by:
 - a) using a credit or debit card issued to you; and
 - b) making a transfer from a personal Czech or other bank account held in your name.

You will need your Paynovatio Account details (which can be found in the ["my account" section] of the Paynovatio Card Website) in order to make a Top-Up Transaction. Funds topped up in this way will be credited to your Paynovatio Account without delay after the receipt of funds by us.

- 4.7 Detailed instructions on Top-Up Transactions and information on the means by which you can make a Top-Up Transaction can be found on the Paynovatio Card Website. You will need to authorize these payments as you would normally do so in accordance with any instructions provided by the relevant payment service provider.
- 4.8 You will not earn any interest on your Balance. Your Balance is not a deposit and you do not have any right to seek compensation if you suffer any financial loss of that Balance.
- 4.9 We reserve the right to refuse to accept any particular Top-Up Transaction or to disable any particular topping up method without notice in the interests of preventing fraud, money laundering or any other criminal activity.

Redeeming funds from your Paynovatio Account

- 4.10 You have a general right to request and receive a return of funds held in your Paynovatio Account (a "Redemption Transaction") to a bank account you have previously used to make a Top-Up Transaction. You can contact us using any of the Contact Methods to ask for Redemption Transaction.
- 4.11 After receiving your request for a Redemption Transaction, we shall pay the corresponding sums to your bank account and update your Balance without delay. Where necessary and in order to process your Redemption Transaction, we may ask you to provide us with documents, evidence and other information to verify your identity to enable us to comply with applicable legal and regulatory requirements.

- 4.12 We may redeem the funds in your Paynovatio Account, at any time and at our discretion, by arranging a refund to you. We shall ask you to confirm where that refund should be made, which should be to a personal bank account in your name, which you have previously used to make a Top-Up Transaction.

Paying for goods and services online

- 4.13 You can use your Paynovatio Card to carry out E-Commerce Transactions in order to pay for goods and services online (provided your card scheme Visa/MasterCard/China Union Pay is accepted in each case).
- 4.14 In order to authorize an E-Commerce Transaction, you must follow the instructions provided by the merchant or retailer to authorize the E-Commerce Transaction and provide the Paynovatio Card details and/or any other details as requested.

Paying for goods and services in-store

- 4.15 You can use your Paynovatio Card to carry out POS Transactions in order to pay for goods and services at any physical location (provided your card scheme Visa/MasterCard/China Union Pay is accepted in each case).
- 4.16 Your Paynovatio Card is a "chip and pin" contactless card. You can use it to carry out contactless POS Transactions within certain contactless payment limits.
- 4.17 In order to authorize a POS Transaction, you must follow the instructions provided by the merchant retailer to authorize the POS Transaction, which might include: (i) entering your Paynovatio Card PIN number; (ii) signing a sales voucher; (iii) inserting your Paynovatio Card into a card reading device for the purpose of making a payment; (iv) swiping your Paynovatio Card through a card reader; or (v) holding your Paynovatio Card against a contactless terminal for the purpose of making a payment.
- 4.18 On some occasions (for example, payments you make at hotels or at fuel stations), you may pre-authorize a Transaction. This means we place a temporary block of a specific amount of your Balance. You should ensure you know the exact amount of the Transaction at the time you authorize it.
- 4.19 We shall release any blocked funds without undue delay as soon as we are aware of the exact amount of the Transaction and immediately after receipt of the relevant Transaction instruction.

Obtaining cash from an ATM

- 4.20 You can use your Paynovatio Card to carry out ATM Transactions. We cannot guarantee that a particular ATM will accept your Paynovatio Card and you must check the ATM signage before attempting to execute an ATM Transaction.
- 4.21 In order to authorize an ATM Transaction, you must insert your Paynovatio Card and enter your PIN number to request a cash withdrawal.

Transferring funds to and receiving funds from another User

- 4.22 You can transfer value to another Paynovatio account holder via a Transfer Transaction by following the instructions in the ["transactions"] section of the Paynovatio Card Website.
- 4.23 To authorize a Transfer Transaction, you must select the identity of the Paynovatio account (by the relevant account holder's email address you wish to transfer funds to, enter your Security Details and click "OK"). Relevant funds will be deleted from your Balance immediately and credited to the balance of the relevant Paynovatio account holder.
- 4.24 You can also receive a transfer from another Paynovatio account holder. The relevant funds will be credited to your Balance when the receiver has authorized the Transfer Transaction to you.

5. Third-party providers

- 5.1 You can choose to allow a third-party provider ("TPP") to access information on your Paynovatio Account and to combine and display information about your Paynovatio Account with information from accounts you have with other payment service providers, provided the TPP is authorized by the FCA or another European regulator and you have given your explicit consent.
- 5.2 If you are thinking of using a TPP, you must check with the FCA or the relevant regulator whether it is authorized before you use it.
- 5.3 We can refuse or stop access to a TPP if we're concerned it isn't authorized or if we believe it's fraudulent or acting fraudulently. If that happens, we'll contact you to explain why unless we believe that would compromise our security or it would be unlawful.

6. Withdrawing or revoking your authorization for a Transaction

- 6.1 Subject to section 6.2 below, you can withdraw or revoke your authorization for a Transaction at any time until your authorization is received by us by using one of the Contact Methods. Authorization for a Transaction may not be withdrawn (or revoked) by you once it is received by us, although in the case of a POS Transaction or an E-Commerce Transaction, the merchant may give you a refund.
- 6.2 Your authorization for a Transaction will be received by us as follows:
 - a) For E-Commerce Transactions and POS Transactions, at the time we receive the POS Transaction instruction or E-Commerce Transaction instruction from the merchant acquirer.
 - b) For ATM transactions, at the time we receive the ATM Transaction instruction from the ATM operator.
 - c) For Redemption Transactions and Transfer Transactions, at the time we receive the instruction from you via the Paynovatio Card Website or Service Hotline.

These authorizations will be received by us almost instantaneously and it is unlikely that you will be able to withdraw your authorization for a Transaction before this time.

- 6.3 Subject to sections 6 above and 7 below of these Terms and Conditions, where a Transaction:
 - a) is to be made in any currency of a member of the European Union, we shall ensure that the payment will be credited to the recipient's account by the end of the Business Day following our receipt of your authorization;
 - b) is to be made wholly within the European Economic Area but in another currency, we shall ensure that the payment will be credited to the recipient's account by the end of the fourth Business Day following our receipt of your authorization.

7. Blocking your Paynovatio Account and refusing Transactions

- 7.1 We may at any time suspend, restrict or cancel your Paynovatio Card and/or your Paynovatio Account, or suspend or restrict access to the Paynovatio Card Website, or refuse to issue or replace your Paynovatio Card for reasons relating to the following:
 - a) we are concerned about the security of your Paynovatio Card (including if we suffer a security threat) and/or of the Paynovatio Account that we have issued to you;
 - b) we suspect that your Paynovatio Card and/or your Paynovatio Account is being used in an unauthorized, illegal or fraudulent manner;
 - c) we need to do so to comply with the law of any jurisdiction; or

- d) if the contract between us has been canceled in accordance with these Terms and Conditions.
- 7.2 Unless informing you would compromise reasonable security measures or otherwise be unlawful, where practicable we will inform you by phone, text message by phone and/or email, giving our reasons, before suspending, restricting or canceling your Paynovatio Card and/or your Paynovatio Account or suspending or restricting access to the Paynovatio Card Website, or before refusing to issue or replace your Paynovatio Card. If not practicable to inform you in advance and unless doing so would compromise reasonable security measures or otherwise be unlawful, we will inform you immediately afterward, giving our reasons. We will also give you information on how you can minimize any risk to your payment instrument depending on the nature of the security threat.
- 7.3 We will unblock your Paynovatio Card and/or your Paynovatio Account and allow you to recover access to the Paynovatio Card Website as soon as practicable after the reasons for stopping its use cease to exist and will inform you by phone or email when we have unblocked your Paynovatio Card and/or your Paynovatio Account and allowed you to recover access to the Paynovatio Card Website.
- 7.4 We may refuse to carry out a Transaction if:
- a) your Balance at the time of a Transaction is insufficient to cover the amount of the Transaction and any applicable Fees;
 - b) we believe that you are acting in breach of these Terms and Conditions;
 - c) we believe that a Transaction is potentially suspicious or illegal; or
 - d) we are unable to carry out the Transaction due to errors, failures (whether mechanical or otherwise) or refusals caused by merchants, payment processors, card networks or payment schemes who are processing Transactions.
- 7.5 If we refuse to carry out a Transaction, unless informing you would compromise reasonable security measures or be otherwise unlawful, we will inform you at the earliest opportunity and in any event by the end of the Business Day following the day we have received the Transaction request. We will normally inform you as follows:
- a) in respect of E-Commerce Transactions and POS Transactions, with an error message on the merchant's contactless terminal or website and, if applicable, a receipt showing that payment has not been made;
 - b) in respect of ATM Transactions, with an error message on the ATM operator's terminal and, if applicable, a receipt showing that payment has not been made;
 - c) in respect of Redemption Transactions and Transfer Transactions, with an error message on the Paynovatio Card Website.

In some instances, we may also inform you by phone, text message by phone or e-mail.

- 7.6 You can contact us using any of the Contact Methods to ask for our reasons for refusing to carry out a Transaction and for an explanation of how you can correct any information we hold that led to our refusal to approve a Transaction.
- 7.7 You must keep your personal details up to date in the "my account" section of the Paynovatio Card Website. You may correct any other information we hold, and which may have caused us to refuse a Transaction by contacting us via any Contact Method.

8. Canceling your Paynovatio Account

- 8.1 The contract between us which is set out in these Terms and Conditions will continue until canceled in accordance with this section 7. Your Paynovatio Card will each be valid for a period of 48 months. When your Paynovatio Card expires, we will send you a renewal Paynovatio Card.
- 8.2 You have the right to cancel the contract between us, which is set out in these Terms and Conditions, at any time without notice by using any of the Contact Methods.

- 8.3 We may cancel the contract with you, with immediate effect, by giving written notice if you break an important part of these Terms and Conditions, including:
- a) if you repeatedly break these Terms and Conditions and fail to resolve the matter to our satisfaction in a timely manner;
 - b) if you act in a manner that is threatening or abusive to our staff or anyone acting on our behalf;
 - c) if you fail to pay when due any Fees or charges that you have incurred; or
 - d) in the event of your death or incapacity; or
 - e) if the provisions of clause 7.1 apply.
- 8.4 We may cancel the contract with you for any reason by giving you at least 2 months' written notice.
- 8.5 If we or you cancel the contract between us, then as soon as we are permitted to do so (and normally within 5 Business Days after you contacted us where you cancel this contract) we will return any Balance remaining on your Paynovatio Account (after the deduction of all pending Transactions and applicable Fees) to you. Please note that in order to comply with applicable legal and regulatory requirements, including anti-money laundering and terrorist financing requirements, we may need to:
- a) verify your identity; and
 - b) return that Balance to a personal bank account in your name which you have previously used to top up your Paynovatio Account and you should tell us which account you prefer by using one of the Contact Methods.
- 8.6 Once the contract between us has been canceled, you will not be entitled to a refund of money you have already spent on Transactions authorized or pending, or any Fees for use of your Paynovatio Card or your Paynovatio Account incurred before the contract between us was canceled.

9. Keeping your Paynovatio Account safe

- 9.1 You should treat your Paynovatio Card, your Paynovatio Account and your Security Details with the same level of care and diligence as if they were cash and you undertake to us that you will not disclose them, or allow them to be used by anyone else.
- 9.2 If your Paynovatio Card is lost or stolen, or if you suspect that someone else knows your Security Details, please follow the instructions set out in section 10 below. If someone else uses your Paynovatio Card or accesses your Paynovatio Account without your consent and you have not informed us in accordance with your obligations in clause 10, you may lose some or all of your Balance in the same way as if you lost cash in your wallet or purse.
- 9.3 You must always keep your Security Details secret. You should never disclose your Security Details to anyone. If you suspect that someone else knows your Security Details, you should tell us as soon as possible using one of the Contact Methods so that we can give you information on how to change these details.
- 9.4 We have the right to disable any username, password, or PIN number, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms and Conditions.
- 9.5 We recommend that you check your Balance and Transaction history through the Paynovatio Card Website on a regular basis to identify any potential unauthorized use of your Paynovatio Account or your Paynovatio Card and to check for Transactions which you do not recognise. We will provide you with a statement of Transactions through the Paynovatio Card Website and you may wish to keep a screenshot of that statement for your records. Your statement will show:
- a) information relating to each Transaction which will enable it to be identified;

- b) the amount of each Transaction shown in the currency in which that Transaction was paid or debited to the Paynovatio Account;
- c) the amount of Fees for each Transaction;
- d) where applicable, the amount of each Transaction in the currency in which the Transaction was made;
- e) where applicable, the amount of each Transaction in the currency of your Paynovatio Account following a currency conversion (CZK); and
- f) for each Transaction, the date on which your authorization was received by us as described in these Terms and Conditions.

10. Reporting security breaches and unauthorized or incorrectly executed Transactions

10.1 If you know or suspect that:

- a) your Paynovatio Card has been lost or stolen; or
- b) your Security Details are known to someone else without your consent, you must tell us immediately using the telephone number provided in the Contact Methods.

10.2 If you think a Transaction that was not authorized by you has been processed or that a Transaction has been incorrectly executed, you must contact us immediately on our Service Hotline. We may ask you to complete a declaration form and return it to us promptly.

We may investigate your claim that a Transaction has not been authorized by you.

11. Refunding Transactions

11.1 Provided that you notified us in accordance with section 10 above of any unauthorized or incorrectly executed Transaction without delay and at the very latest within 13 months of the debit date you may be entitled to a refund of that Transaction.

11.2 If you initiated a Transaction and the payee claims not to have received that payment Transaction, we shall make immediate efforts to trace the payment Transaction and shall notify you of the outcome. Unless we can prove that the payment Transaction was received by the payee's payment services provider, we will refund the amount involved and restore the Balance on your Paynovatio Account to the level at which it would have been if that particular Transaction had not occurred.

11.3 If you notify us of any unauthorized or incorrectly executed Transaction more than 13 months after the debit date, we will not give you a refund but we will try to trace the Payment Transaction. We may charge you a reasonable fee to cover our costs in doing so.

11.4 If we executed the Transaction in accordance with the information that you provided to us, we shall not be liable to you for non-execution or defective execution if it transpires that the information you provided to us was incorrect. However, we shall make reasonable efforts to recover the funds involved in that Transaction and we may charge you for our costs of doing so.

11.5 If we were responsible for an incorrectly executed Transaction which you notified us of in accordance with section 10 above, we will refund the amount involved and restore your Balance to the level at which it would have been if that particular Transaction had not occurred.

11.6 If the unauthorized Transaction arose from the loss, theft or misappropriation of your Paynovatio Card or your Security Details, we will refund the amount involved, except for the amount corresponding to EUR 50, for which you may be liable.

11.7 If the unauthorized Transaction arose from you acting fraudulently or where, with intent or gross negligence, you failed to use your Paynovatio Card or your Paynovatio Account in accordance with these Terms and Conditions (including the obligations to keep your

Paynovatio Card and your Security Details safe), we will not make any refund and you will be liable for the full amount of all losses incurred.

- 11.8 Where any refund is due to you, we shall make it immediately (and in any event, by the end of the next Business Day following receipt of your claim) or, if that is not possible, as soon as practicable following receipt of any further information we may request in order to investigate your right to a refund. However, if, following an investigation, we have reasonable grounds to believe that a refund was not in fact due to you for any reason, or that we have made too large a refund, we may reverse that previous refund and you may be liable for any loss we suffer from your use of the Paynovatio Card and/or Paynovatio Account.

12. Our liability

12.1 We will not be liable to you for any loss arising from:

- a) any unauthorized Transaction where you acted fraudulently or where, with intent or gross negligence, you failed to use your Paynovatio Card or your Paynovatio Account in accordance with these Terms and Conditions (including the obligations to keep your Paynovatio Card and your Security Details safe);
- b) any Transaction which we executed in accordance with information that you provided to us where it transpires that the information you provided to us was incorrect (although we shall make reasonable efforts to recover the funds involved in that Transaction);
- c) any abnormal or unforeseeable circumstances outside of our control, where we could not have avoided those consequences even though we made all efforts to do so;
- d) any merchant refusing to accept your Paynovatio Card;
- e) any failure of any equipment, software or services which are required for successful technical execution of a contactless POS Transaction using your Paynovatio Card and over which we have no control; or
- f) our compliance with applicable legal or regulatory requirements.

12.2 We will also not be liable for:

- a) business interruption; or
- b) loss of revenue, reputation, goodwill, opportunity or anticipated savings; or
- c) any loss or damage whatsoever which does not stem directly from our breach of these Terms and Conditions.

12.3 We will use reasonable efforts to make your Paynovatio Account available to you, but we will not be liable to you for any loss or damage arising if they are unavailable at any time, or if access is interrupted.

12.4 Except as expressly provided by law, other than the losses set out in the paragraphs above (for which we are not liable) and subject to the paragraphs below, our maximum aggregate liability under or in connection with these Terms and Conditions whether in contract, or otherwise, shall in all circumstances be limited to a sum equal to CZK 5.000 in any 12 month period.

12.5 Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury resulting from our negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by Czech law.

12.6 The Paynovatio Card Website is operated by Paynovatio. You are responsible for configuring your information technology, computer programs and platform in order to access the Paynovatio Card Website. You should use your own virus protection software.

12.7 We will not be liable for any loss or damage caused by a virus, distributed denial-of- service attack, or other technologically harmful material that may infect your computer or other device or equipment, computer programs, data or other proprietary material due to your use of the Paynovatio Card Website.

12.8 You shall use the Paynovatio Card Website at your own risk.

13. Ownership and protection of information

- 13.1 All intellectual property rights in the Paynovatio Card and the Paynovatio Account throughout the world belong to Paynovatio or its partnering PSPs/EMIs. Rights in the Paynovatio Card are licensed (not sold) to you, and you have no rights in, or to, the Paynovatio Card other than the right to use them in accordance with the terms of these Terms and Conditions. You have no right to have access to any underlying software in source code form or in unlocked coding or with comments.
- 13.2 All aspects of the Paynovatio Card and the Paynovatio Account, including the specific design and structure of individual programs, form part of our or trade secrets and/or copyrighted material. You, therefore, agree not to disclose, provide, copy or otherwise make available such trade secrets or copyrighted material in any form to any third party without our prior written approval.

14. Changes to these Terms and Conditions

- 14.1 We reserve the right to change the Terms and Conditions at any time. We will take into account your interests affected by the intended changes and will only make changes that we consider to be reasonable. Changes to exchange rates will take effect immediately where they move in your favor or where they result from a change to the reference rate of Visa from time to time.
- 14.2 For all other changes, we will give you at least two months' prior written notice via e- mail of any intended change to the Terms and Conditions and we will provide you with the new version of the Terms and Conditions.
- 14.3 You are entitled to refuse the changes of the Terms and Conditions before the day on which the particular change should come into effect and to terminate the contract.

15. Fees

- 15.1 Details of the Fees applying to your Paynovatio Card and your Paynovatio Account can be found in Annex A of these Terms and Conditions. The Fee rates applying from time to time can be accessed via the Paynovatio Card Website or you can ask us for a copy at any time using one of the Contact Methods.
- 15.2 By accepting these Terms and Conditions you agree to pay the applicable Fees relating to your use of your Paynovatio Card and your Paynovatio Account.

16. Your details

- 16.1 You confirm that any information you provide us with is true, accurate and up to date. You confirm that you will let us know immediately by contacting us using one of the Contact Methods if you change your personal details. If we contact you in relation to your Paynovatio Card and/or your Paynovatio Account, we will use the most recent contact details you have provided to us.

17. Data Protection and how we use your information

- 17.1 The personal data that you provide to us (including, without limitation, an email address or any other username and password) will be processed by the TPP in accordance with these Terms and Conditions and our Privacy Policy. Please read the Privacy Policy carefully as it provides information about how we use, share, store and process your personal information. By using your Paynovatio Card and/or your Paynovatio Account you consent to Paynovatio processing such information in this way.
- 17.2 If we suspect that we have been given false or inaccurate information, we may record our suspicion together with any other relevant information.

- 17.3 You must not give us personal information about someone else (such as alternative named contacts) without first getting his or her consent for it to be used and disclosed for such use in accordance with these Terms and Conditions and our Privacy Policy. When you provide such third-party information, we will assume he or she has consented, although we may still ask for confirmation.

18. Assignment

- 18.1 We may assign our rights and obligations under these Terms and Conditions to another company at any time, on giving you 2 months' prior written notice of this. If we do this, your rights under these Terms and Conditions will not be affected.

19. Complaints

- 19.1 If you have a complaint about your Paynovatio Card and/or your Paynovatio Account, please tell us using one of the Contact Methods so we can investigate the circumstances for you. We will aim to deal quickly and fairly with any complaints you have about your Paynovatio Card and/or your Paynovatio Account.
- 19.2 If we do not resolve your complaint about your Paynovatio Card and/or your Paynovatio Account, you may be able to refer it to the Financial Arbitrator who is entitled to settle disputes between consumers and financial institutions for free (there is no fee for commencement of proceedings and each party shall bear its own costs). You can contact the Financial Arbitrator by post at the address of the Financial Arbitrator's Office at Legerova 1581/69, 110 00 Praha 1, or by e-mail: arbitr@finarbitr.cz.

20. Disputes with merchants

- 20.1 If you have any disputes about purchases made using the Paynovatio Card, you should settle these with the person from whom you bought the goods or services. We are not responsible for the quality, safety, legality or any other aspect of any goods or services purchased using the Paynovatio Card. Remember that once you have used a Paynovatio Card to make a purchase we cannot stop that Transaction.

21. Severance

- 21.1 If any court or competent authority finds that any provision in these Terms and Conditions (or any part of any provision) is invalid, illegal or unenforceable, that provision (or part) shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Terms and Conditions shall not be affected.

22. Governing law and language

- 22.1 These Terms and Conditions are governed by Czech law and are subject to the exclusive jurisdiction of the Czech Courts. The parties undertake to settle any possible differences or disputes resulting herefrom in an amicable manner. Should an amicable solution not be attainable, any conceivable disputes resulting herefrom shall be resolved by the District Court Prague – East seated in Prague, the Czech Republic. If you act as a consumer in the matters arising out of these Terms and Conditions, you are entitled to file a petition also to courts having jurisdiction over the place where Paynovatio resides or to courts where you are residing at.
- 22.2 These Terms and Conditions are in Czech and English languages and all communications with you will be in the language you have selected.