

# General Business Terms of FORTISSIMO Exchange Offices

## I. General Provisions

1. These General Business Terms of Fortissimo Exchange Offices (hereinafter referred to as "Terms") are issued by Fortissimo, spol. s r.o., ID No. 633 21 521, based at Husova 282, Staré Město, 739 61 Třinec, Czech Republic, (hereinafter referred to as "Company") for the purpose of specification of rights and duties of contractual parties while executing foreign currency transactions. The Terms specify also the procedure of provision of cash payment service "Složenkárna".
2. The Terms are posted up in each exchange office of the Company (hereinafter referred to as "exchange office") or on the website of the Company <http://www.devizy.cz> (hereinafter referred to as "Internet Website"), where the Client can be acquainted with the Terms without limitations. The Terms shall be submitted in the documentary form at the Client's request.
3. The Terms form an integral part of each contract on a foreign currency transaction. Ordering a foreign currency exchange service the Client confirms that he/she has been acquainted with the Terms, understands and agrees with them.

## II. Exchange Rate

1. Current information on exchange rates of some currencies (hereinafter referred to as "Current Exchange List") is at your disposal on the exchange board in each exchange office of the Company or on the Internet website <http://www.devizy.cz/kurzovni-listek-валюты>. Although the information stated on the Internet website comes from trustworthy sources, the Company, in spite of exercising reasonable care, is not responsible for availability and accuracy of such information.
2. The Company is not obliged to make foreign currency transactions using any different exchange rate from the one published in the current exchange list published in the exchange office.
3. The exchange rate quotation is valid at the moment of its posting up on the exchange board / publishing on the Internet website. If not accepted by the Client, the quotation ceases to be valid.
4. The Company shall issue a document proving execution of the foreign currency exchange transaction for the Client.

## III. Some Conditions of Foreign Currency Purchase

1. The Company executes exchange - purchase of coins of only currencies and values stated below:  
5 PLN, 2 PLN, 1 PLN, 2 EUR and 1 EUR.
2. The Company does not buy any damaged or invalid banknotes and coins and banknotes and coins in preclusion nor changes foreign currencies.
3. The pricing conditions of the provided services (payment and exchange offices) are stated in the valid price list. Price conditions are valid at the time of using services.
4. In case of receiving or paying CZK related to currency exchange, the company performs mathematical rounding method for the whole CZK, even in case of payment by card (debit, payment, credit).

## IV. Loyalty Programme

1. By executing a foreign currency transaction exceeding EUR 1,000 or sending an electronic request to the Internet website <http://www.devizy.cz/vernostni-program> the Client is entitled to a customer loyalty card. The card is non-assignable and is designated only for the needs of the Client, whose name it is issued in.
2. The Client is not entitled to provision of any quantity discount or loyalty bonus on the basis of the loyalty programme. Provision of any quantity discount or loyalty bonus on the basis of the loyalty programme can be applied only for cash payment, but not for payment by credit card. The Company reserves its right to amend the conditions for obtaining the customer loyalty card, discounts or the amount of a discount provided. The Company further reserves its right any time to make a decision on any amendment or termination of the loyalty programme. By receiving the customer loyalty card, i.e. entering into the list of holders of the customer loyalty cards, the Client agrees that he/she shall be notified of any amendment or termination of the programme by publishing at the Internet website of the Company or posting up in any office of the Company.
3. The amount of discounts for holders of the customer loyalty card:

- transaction from	CZK 1,001 to CZK 20,000	0.3% of the current exchange rate
- transaction from	CZK 20,001 to CZK 50,000	0.4 % of the current exchange rate
- transaction exceeding	CZK 50,001	0.5 % and higher of the current exchange rate
4. The amount of loyalty bonuses and the method of their provision are described at the Internet website <http://www.devizy.cz/vernostni-program>.
5. To be provided with the customer loyalty programme, except for the conditions stipulated in the previous clause, the Client is obliged to provide the Company with his/her valid e-mail address, confirm it and give a consent to the Company to processing the personal data.
6. Benefits of the customer loyalty programme shall be provided even to the client who does not have the loyalty card on him/her, however, he/she is able to prove his/her identity by submitting his/her valid identity card, and provided that he/she shall be found in the list of holders of the loyalty cards by the office.
7. By receiving the loyalty card or sending the electronic application the Client expresses his/her consent to the Terms.

## V. Firm Order of Foreign Currencies

1. The Client may order with the Company in writing, electronically (e-mail, web) or by phone, particular amount of foreign currency in advance, to be exchanged in the particular office.
2. The order shall contain identification of the client (name, surname/firm, residence/registered office), amount of the currency ordered, offered exchange rate, date, time and place of the foreign currency transaction. The order shall be binding for the Client upon its confirmation by the Company. The confirmed order may be cancelled by the Client only with the approval of the Company or for other legal reasons. Transactions may be ordered with time distance of not more than 5 days after confirmation.
3. Confirmation of the exchange order is subject to the deposit of a non-refundable deposit amounting to 1% of the amount of the exchange transaction for each day of the time interval between the ordering and the execution of the exchange office, but min. 3%. The amount of the advance payment is rounded up to the whole hundred crowns.
4. Following current market conditions, the Company reserves the right to cancel any order unilaterally in the event that the Company is not able to meet the volume and exchange rate of the order. In such a case the Company shall inform the Client, the binding order ceases to exist and the advance payment shall be returned to the Client. The order may be

executed only partially after agreement with the Client. The Company is not responsible for any damage incurred in connection with non-delivery of the currency in ordered amount for the above stated reasons.

5. In the event that the Client does not appear in the particular exchange office at the agreed time (ordered) of the foreign currency transaction and does not realize the ordered transaction fully under agreed conditions - he/she shall pay a contractual penalty, the amount of which equals the advance payment deposited under the clause V.3 to the Company. By payment of the contractual penalty the claim of the Company to damages does not cease to exist.
6. By placing a binding order according to this clause the Client agrees with the Terms.

## **VI. “Složenkárna” Service**

1. The Company provides its clients with cash payment service, postal order payment.
2. The Client is obliged to give the Company particulars for payment, fill in both parts of a postal order properly and at the request of an officer of the Company he/she is obliged to give his/her telephone contact in case of handling a complaint due to a wrongly filled-in postal order.
3. The Company is obliged to give the Client a confirmed slip of the postal order as confirmation on receipt of his/her postal order and receipt of cash, including a fee for the service provided.
4. Provision of the “Složenkárna” Service is regulated by Act No. 370/2017 Coll. (hereinafter referred to as “ZPS”), and the General Business Terms and Conditions of the Company.

## **VII. Obligation to Identify and Check a Client**

1. Pursuant to Act No. 253/2008 Coll., providing for some measures against money laundering and financing of terrorism (hereinafter referred to as “ZAML”), the Company is entitled to identify and check a Client.
2. The Company is always obliged to identify the Client when it is certain that the value of transaction exceeds EUR 1,000 or the equivalent of the amount in another currency. Regardless the limit stated in the previous sentence, the Company always identifies the Client if it refers to a suspicious transaction or creation of business relation.
3. The Client shall cooperate at identification, otherwise the Company shall refuse to provide the service required.
4. In case of payment by card (debit, payment, credit card) the Company is entitled to check identity and compliance of the card holder’s name according to the identity card or another identity document and make a record thereon. The Company is not obliged to accept payment by card without enabling such checking.
5. At identifying the Client shall submit an identity document (in case of a natural person and a representative of a corporate body) and a document proving existence of the corporate body (in case of the corporate body). According to the documents, an officer of the Company shall check and record identification data of the persons. The Company is entitled to make copies of the submitted documents of identity and process the data obtained for the purpose of ZAML. The Client is obliged to inform the Company whether he/she is a politically prominent person.

## **VIII. Claims and Complaints**

1. The Client is obliged to familiarize himself/herself with the terms and conditions of the transaction prior to the exchange transaction. By taking over the cash, the client confirms that he/she has been informed of the terms of the exchange in advance.
2. The Client is obliged to count his/her money immediately at the counter of the exchange office. Differences found out outside the counter will not be considered.
3. At the request of the Client the officer of the exchange office is obliged to count the cash given at the counter and check compliance with the accounting balance of the exchange office.
4. If the complaint is not handled directly at the counter, the Client is entitled to lodge a written complaint to the address of the registered office of the Company. The complaint shall contain identification of the Client and his/her contact data, description of the service or foreign currency transaction and the subject-matter of the complaint. The Company is obliged to express its opinion to the complaint within three working days after lodging the complaint.
5. The customer may cancel the exchange transaction within 3 hours of its execution in the exchange office in which the transaction was made. The Client can only cancel the entire transaction. If the amount deposited by the customer exceeds EUR 1,000, the customer can only withdraw from the trade up to EUR 1,000. The cancelling period runs only during the currency exchange office opening hours at which the customer made the exchange. The customer can only cancel the transaction if he/she duly returns the received cash from the concluded exchange transaction. In the case of payment by card, the Client will give the account number in writing to which his payment will be credited within 3 business days.
6. The Client has the right to file a complaint against the services provided at the Czech National Bank (Česká národní banka), based at Na Příkopě 28, 115 03 Prague, www.cnb.cz.
7. The Client has the right to submit a proposal for out-of-court settlement of the dispute between the Client and the Company to the Financial Arbiter based at Legerova 1581/69, 110 00 Prague, www.finarbitr.cz.

## **IX. Final Provisions**

1. The Company is entitled to amend the Terms unilaterally, particularly following any change in legal regulations, introduction of new services, change in the way and conditions of provision of services etc. The Company shall notify the Client of an amendment to the Terms by their posting up in the exchange offices of the Company and publishing at the Internet website. New wording of the Terms comes into force and effect as of the day stated in the altered Terms. The Client undertakes to familiarize himself/herself with the new wording of the Terms before using services of the Company.
2. The Business Terms were approved by the executive of the Company and are in force and effect as of 25<sup>th</sup> of July 2019.