General Business Terms of Company FORTISSIMO, spol. s r.o
valid since October 16, 2017

I.   General Provisions

1. General Business Terms of Fortissimo, spol. s.r.o., issued in pursuance to § 1751 and following of Act 89/2012, the Civil Code (hereinafter only "GBT") regulate basic conditions based on which the Provider provides to his Clients services in the area of non-cash trading in foreign currencies and executing payment transactions (hereinafter only "Services").

2. The Provider provides his services to the Client based on the General Agreement (hereinafter only "GA") and a Single Transaction Agreements (Orders) – hereinafters (only "STA") concluded between the Provider and the Client (both "STA" and "GA" hereinafter only as "the Agreement") and the GBT, which are an inseparable part of the Agreement. Unless it is stipulated otherwise in the Agreement, provisions set out in the Agreement overrule the GBT.

3. Information on the Provider: Company Fortissimo, spol. s r. o., registered office in Třinec, Lidická 1264, PSČ 739 61, IČ: 63321521, registered in the Register of Companies at the Regional Court of Ostrava, sec. C, entry 8296 ("The Provider"); e-mail: devizy@devizy.cz http://www.devizy.cz.

4. The Provider holds permission for acting as payment institution according to ZPS, which were issued by the Czech National Bank under ref. no. 2011/4522/570. The Provider is entitled to provide payment services according to § 3 sec. 1 letter a), b), c), e) and f) of ZPS. The Client declares that he/she was acquainted with the contents of the Agreement, the GBT and the Price List, information about the Provider, basic information about provided services, and any other important information on conditions of provided services (hereinafter "important information").

5. All important information is available to the Client on the Provider's Internet website.

6. The Client agrees that he/she will be informed about all substantial changes of important information or other changes   by means of the Provider's Internet website or by means of payment facility ePay24, if it is used by the Client. The Client declares that he/she has access to the Internet Service, uses this service on regular basis and it is possible for him/her to get acquainted with information posted on the Provider's website before each realisation of service.

7. The Client and the Provider have agreed that day-to-day communication and common exchange of information relating to the Agreement will be carried out by means of e-mail correspondence. The Provider's e-mail correspondence will be sent to the e-mail address provided by the Client. The Client gives the Provider permission for sending him/her all messages and commercial information relating to offered services.

8. The Client can choose the language in which communication about provided services will be carried out. The languages which can be used are Czech, Polish and English. The Client will be offered the Agreement, GBT and other important information in the selected language.

II.   Explanation of Basic Terms

1. **The Client** – is a natural or a legal person who concluded an Agreement with the Provider, based on which the Provider provides services to the Client.
2. **The User** – is the Client or a person authorised by the Client to act on behalf of the Client in matters related to the Agreement.
3. **List of Users** – list of persons authorised to act on behalf of the Client in matters related to the Agreement, containing personal identification data and signature specimen required by the law.
4. **Personal services** – payment services pursuant to § 3 sect. 1 letter a), b), c), e) a f) of ZPS, which can be provided by the Provider based on permission issued by the Czech National Bank.
5. **Payment Transaction** – transfer of money to/from CPA.
6. **Payment Order** – the Client's order for performance of a Payment Transaction according to § 2 sec. 3 letter d) of ZPS.
7. **Client's Payment Account (CPA)** – registered account opened by the Provider for the Client, which is used for registration of Client's funds entrusted to the Provider for realisation of Payment of Transactions. CPAs can be issued for currencies listed in the List of Available Currencies.
8. **ePay24** – payment facility by means of which it is possible to issue payment orders to the Provider; by means of ePay24 it is possible to check the current balance or history of transactions on CPA.
9. **Non-cash trading in foreign currency** – purchase or sale of funds in Czech or foreign currency for funds in other currencies which are performed by means of non-cash transfers of funds from/to CPA.
10. **Disposable Currency** – currency which the Client will send/sent to the Provider for the purpose of execution of his/her Payment Order.
11. **Sending Currency** – currency which the Provider sent based on the Client's Order to the account of the recipient.
12. **Currency Conversion** – non-cash trading in foreign currency, in case the Disposable currency and the Sending currency are different, the Provider will carry out currency conversion using exchange rate offered by the trading system accepted by the Client in his/her Payment Order.
13. **Limit of Unsecured Transaction (LUT)** – is a maximum amount of a single payment transaction including Currency Conversion, which the Client can set up without providing security.
14. **Transaction Limit of a Payment Facility (LPF)** – limit of transaction amount which can be set by the Client by means of ePay24 within one working day. LPF is expressed in EUR and is set by the Provider at the amount of 100.000 EUR. This amount can be changed by the Provider after prior notification on Internet Website.
15. **User´s Non-Cash Transaction Limit (UTL)** – the amount of transactions, which can be set by the User by means of an accepted communication channel within seven consecutive calender days. UTL can be set differently for individual Users of the Client. UTL is explicitly set on the value "unlimited".
16. **User´s Cash Transaction Limit (UCT)** – the amount of cash withdrawals, which are can be made by the User during 7 following days. UCT is set by the Owner of the CPA for every User set in List of Authorized People. UCL is explicitly set on the value zero.
17. **Incorrect Description of Client's Payment** – Client's funds credited to a separate account determined by the Provider whose identifier (variable symbol) does not correspond with identifier stated in the Agreement .
18. **Incorrect Payment Order** – Client's Payment Order whose execution was rejected by the sending bank, or which was later corrected, amended or questioned by the Client.
19. **List of Available Currencies** - CZK, EUR, USD, PLN, GBP, CHF, AUD, CAD, SEK, NOK, DKK, HUF; List of Available Currencies can be changed, the current List of Available Currencies is on the Internet Website.
20. **Time near the end of working hours** – pursuant to §158 ZPS the time is set by the Provider for 15:45 o'clock.
21. **Working Hours of the Provider** – every working day from 8:00 to 16:00.
22. **Internet Website** – internet website of the Provider is available on www.devizy.cz
23. **ZPS** – Act on payment services.
24. **ZAML** – Act no. 253/2008 Sb., on some regulations against legalisation of yields arising from criminal activities and financing terrorism.

III.   Rights and Obligations of Contractual Parties

1. The Provider undertakes to provide services and professional care in compliance with Client's orders.
2. The Client is obliged to provide the Provider, for the purpose of executing obligations arising from the Agreement, due cooperation, and submit all relevant information and documents.
3. The Client understands and agrees with the fact that in connection with the Agreement the Provider or his third contractual party, which may even be seated abroad, collects, processes and stores Client's personal data, including the birth certificate number, to the extent needed for the enforcement of rights and fulfilment of obligations arising from the Agreement, and understands that such activities will be carried out for the entire time of duration of the Agreement, or duration of legal relations arising from or pertaining to the Agreement. The Client undertakes to keep all obligations arising from Act 101/2000 on protection of personal data.
4. The Provider is entitled to reject provision of services if:
    4.1.   contractual parties do not agree on all conditions of provision,
    4.2.   The Client does not submit to the Provider, properly and on time, all information and documents necessary for proper execution of requested services or
    4.3.   it is enforced by a legal enactment.
5. The Provider is not obliged to accept a document if he has doubts about its authenticity, completeness and correctness and which the Provider considers to be essential for proper execution of the requested services, in such case the Provider is entitled to request the Client to submit additional information and documents which the Provider considers necessary for proving authenticity, completeness or correctness of information or a document in question. The Provider is entitled to request verification of signature of the Client or by him/her Authorised person. In such case the Client must provide full cooperation.
6. The Provider will execute only payment orders, directions or requests of the Client which are complete specific, clear and in compliance with ZPS, the Agreement and GBT.
7. Without the Provider's prior approval in writing The Client is not entitled transfer, pledge or burden any rights or obligations arising from the Agreement to the Client.
8. Persons stated in the List of Users are entitled to receive on behalf of the Client services at his/her account and sign instructions and payment orders.
9. The Client is obliged to claim information stated in any document obtained from the Provider without unnecessary delay after their reception. If the Client does not do so it will be understood as Client's approval of all information stated in particular documents. in question.
10. The Client is obliged to reach from the Provider based on his/her application sent in written, content of the General Agreement and following information published in ZPS. The Provider after receiving of the application will immediately send copy of General Agreement, GBT and Price List, eventually other requested information.

IV.   Setting up and administration of CPA

1. The Provider will open a CPA for the Client after concluding the Agreement. The CPA is used for recording funds entrusted to the Provider in connection with execution and recording of payment transactions performed by the Provider for the Client based on the Agreement.
2. The CPA of individual Clients is identified by the number of Agreement, which is assigned to the Client by the Provider.
3. Funds deposited on CPA do not yield interest.
4. In order to increase security the Provider can assign to the Client a password which the Client must keep secret and prevent its disclosure to a third party. During a telephone contact the staff authorised by the Provider is entitled to ask the Client any time to disclose the password. In case the Client refuses to do disclose the password to the authorised staff of the Provider, or provides an incorrect password, authorised staff of the Provider will end such phone call.
5. By signing the Agreement the Client expresses his/her approval of providing statements of turnover and balance on his/her CPA by means of payment facility ePay24, if he/she uses it, or by e-mail in other cases. If not agreed otherwise with the Client statements are sent periodically by e-mail on monthly basis, within 30 days from the end of particular calendar month. The Client undertakes to verify correctness of statements without unnecessary delay, after it becomes at his disposal and if he/she finds any discrepancy will report such discrepancy to the Provider within 30 days at the latest. If the Client does not report such discovered discrepancies to the Provider within the above stipulated period of time it will be understood as approval of information in the statement as correct. In case there are no transactions indicated on CPA for a given month, the Client will not obtain any statement.
6. CPA can be used mainly for the following transactions:
    6.1.   Crediting
        6.1.1.   Reception of payments into CPA
        6.1.2.   Conversion according to the Client's Order (credit side)
        6.1.3.   Depositing of security for Over-the-limit Payment Order
    6.2.   Debiting
        6.2.1.   Crediting a payment in favour of a given recipient according to Client's Order
        6.2.2.   Conversion according to Client's Order (debit side)
        6.2.3.   Settlement of security for Over-the-limit Payment Order
        6.2.4.   Charges for services provided according to the current Price List
7. Charges, which the Client is obliged to pay to the Provider for individual transactions are stated in the Provider's currently valid Price List of services, which is available on the web site. The Price List can be updated and the Client will be informed about any changes in the Price List at least two months before such changes become effective.
8. All transactions with Client's funds on his/her CPA can only be performed by the User. However, this fact does not eliminate the right of the Provider to charge unilaterally contingent contractual penalties, charges and any other liabilities related to services provided by the Provider to the Client.
9. Upon the Client's request and after proper identification the Provider will inform the Client by phone about current amount of disposable balance on CPA. Upon the Client's request the Provider will send current statement of his/her CPA by e-mail listed in the Provider's records or post it in printed form to the address stated in the Provider's records. The price for posting will be charged in accordance with the valid Price List.
10. The Provider does not bear any responsibility for damage caused Client's by carelessness or negligence when using his/her CPA.
11. Automated settlement of CPA balances. Automated settlement of CPA means sending a cash balance registered on the CPA after deducting the fee according to the valid Price List to the Client's bank account, from which an identification payment has been sent. If the balance on the CPA is in a currency other than the currency of this account, this amount will be exchanged at the CNB rate valid on the day of the automatic settlement. The Provider is authorized to perform automated settlement of CPA balances only under the following conditions:
    11.1.   There were no transaction executed on CPA longer than 365 days or

11.2. The Client is not a resident of the Czech Republic and the non-zero balance is kept on the CPA on the penultimate business day in the calendar year.

V. Non-Cash Payment Services

1. The Provider performs payment services based on Payment Orders issued by the Client. The Provider mainly executes Payment Orders involving non-cash trading in foreign currency, i.e. Currency Conversion. Unless there is occurrence of facts set out in V.4. Payment Orders are executed within the office working hours.

   1.1. Sending a Payment

      1.1.1. The Client specifies in his/her Payment Order the following:
- Type and amount of Sending Currency (or only the type of Sending Currency),
- Description of recipient's account receiving the Sending Currency,
- Type of Disposable currency (or type and amount of Disposable Currency), which the Client entrusted/will entrust to the Provider with the purpose to of executing his/her Payment Order,
- The due date of the Client's Payment Order, in case the due date is not stated, it will be understood that the Payment Order must executed as soon as possible, or on the following working day after the day of reception of the Payment Order.

      1.1.2. Before authorisation of a given Payment Order by the Client the Provider will add:
- Exchange Rate of conversion of Disposable Currency into Sending Currency (in case the Disposable and Sending Currency are not the same),
- Calculation of charges for services provided,
- Amount of Disposable Currency which will be charged against the Client's CPA for the purpose of execution of his/her Payment Order.
- Description of the account and a unique identifier for sending funds for the purpose of execution of Client's Payment Order, if there is not enough Disposable Currency on CPA.
- Maximum period of time needed for execution of the Client's Payment Order.

   1.2. Receipt of payment

      1.2.1. Payment on CPA can be carried out by means of:
- non-cash transfer into an account stated by the Provider in respective currency,
- cash deposit on the Providers Account in respective currency kept at a bank (in such case reception of cash is not considered to be a service provided by the Provider but by the bank, and as such can be charged for separately by the bank).
- cash deposit into an payment account in respective currency using the Providers exchange offices.

      1.2.2. The Client, respectively the sender of a payment which is made towards the CPA is obliged to identify such payment with the unique identifier assigned to him/her.
- Number of Client's Agreement is used as identifier for un-notified deposits on CPA.
- The variable symbol of payment assigned by the Provider is used as identifier of a Client's payment, which is linked to a specific Client's Payment Order.

2. Rules for arrangement and settlement of non-cash trading in foreign currencies.

   2.1. In case the Client's Payment Order involves Currency Conversion from Disposable Currency into a Sending Currency in favour of the recipient, the Client is obliged to make sure he/she has enough disposable funds on CPA for settlement of requested Currency Conversion at the latest on the due date stated in the Payment Order.

   2.2. In case the Client does not fulfil his/her obligation arising from 2.1., the Provider

      2.2.1. will not execute the Client's Payment Order and is free of all obligations the Provider accepted by accepting the Payment Order,

      2.2.2. can withdraw from the agreed non-cash trading with foreign currency and charge the Client a cancellation fee for cancelling such Payment Order with Conversion according to the current Price List.

   2.3. In case the Client and the Provider agree to postpone the due date of a given Client's Payment Order, the Client shall also accept adequate postponement of all time limits set for execution of his/her Order according to (§168 through §171 of ZPS).

   2.4. The Provider applies LUT. The Table containing the current LUT for individual currencies is available on the Provider's website.

   2.5. Acceptance of a Payment Order with Conversion (hereinafter "POC") from Disposable Currency to Sending Currency in favour of the recipient at an amount exceeding LUT is conditioned by prior depositing the security amount in case the Client does not fulfil his/her obligations. Conditions:

      2.5.1. Collateral is set at je 4% of the amount of transferred funds in Disposable Currency.

      2.5.2. The number of Agreement is a unique identifier used for depositing collateral on CPA is.

      2.5.3. Security is blocked on CPA until the time of full settlement of intended over-the-limit transfer of funds, or until the Client issues an Order for its release.

      2.5.4. The Provider will release security and make it fully available to the Client, if it is not bound to fulfilment of Client's obligations arising from a particular accepted Payment Order with Currency Conversion.

      2.5.5. Orders for amounts exceeding LUT can only be issued after:
- depositing security at the requested amount,
- in person by submitting in the Payment Order signed in compliance with respective signature specimen, or by phone and sending scanned Payment Order signed in compliance with respective signature specimen,
- unless agreed otherwise with the Client.

3. Authorisation of a given Payment Order by the Client is carried out according to the form of the Payment Order as follows:

   3.1. In person/by correspondence – handing in/delivery of Payment Order to the Provider at his registered office or any of Providers exchange offices, whereas it must be signed by authorised User according to the respective signature specimen.

   3.2. By phone – issuing the Payment Order by means of dedicated phone lines after disclosure of identification information name and surname, name, date of birth, business Identification Number, and or the telephone password. The Client takes into consideration and agrees to the fact that the Provider can make voice records of telephone communication with the Client. A payment order received by phone is approved by the Provider, and confirmation containing all parameters of a client´s payment order including parameters of an eventual non-cash trade transaction with foreign currency, is sent to the Client by e-mail.

   3.3. In writing – by sending the Payment Order in the form of an e-mail or fax delivered to the Provider at his e-mail address platby@devizy.cz or the Provider's fax number.

   3.4. Electronically by means of payment facility ePay24 – by entering the verification code obtained from SMS delivered to the Client's registered mobile phone number into Payment Order and sending the Payment Order for further processing by the payment facility.

4. The moment of acceptance of a given Payment Order is considered to be the moment when the Provider receives. For all sent and automatically processed Orders it applies that if such orders are received after the time close to the end of working hours, such orders are considered to be received at the beginning of working hours of the following working day.
5. Revocation of a Payment Order initiated by the Client must be delivered to the Provider in person or sent in writing to e-mail address platby@devizy.cz. Revocation is impossible after the Client has received the confirmation of his Order.
6. Refusal to execute a Payment Offer is possible only in accordance with provisions set out in ZPS and the Provider shall notify the Client on this fact by sending a message in writing to the Client's registered e-mail.

VI. Use of Payment Facility ePay24

1. Payment facility ePay24 is made accessible to the Client/User by the Provider after the User in the process of setting up his/her User's Profile (detailed instructions are available on the company website) and acceptation of the Agreement (GBT) sets up his/her user's name, password and registers his/her mobile phone number by means of which he/she will receive SMS messages containing verification codes for individual payment orders.
2. Everyone who logs in the ePay24 payment facility and identifies himself/herself using User's Name and password is considered by the Provider to be an Authorised User.
3. Payment Orders entered into ePay24 facility require subsequent SMS authorisation sent to the Provider.
4. The Client/User is obliged to protect his/her log-in data and mobile phone against misuse, theft or unauthorised use by a third party and is fully liable for their misuse up to the moment when the he/she reports such loss, theft or unauthorised use to the Provider.
5. In case of theft of access or authorization rights of the Client to the payment facility ePay24, the Client is obliged to report such event to the Provider in accordance with sec. VIII.4.
6. The Provider will block access to the payment facility under the Client's access profile (personalised protection data) as soon as loss, theft, or suspicion of unauthorised use is reported to the Provider. From the moment a loss, theft or unauthorised use of personalised protection data is reported, the liability for their misuse is transferred on the Provider.
7. In case of incorrect performance of the Client's Payment Order caused by the Provider, the Provider is responsible for restoring the Client's Payment Account into condition which existed before the occurrence of fault.
8. Request for return of amount of an authorised payment transaction initiated by the recipient is regulated by §176 of ZPS.
9. Recommended technical parameters of technical facilities for use of a payment facility by the Client. In case the ePay24 payment facility is used for communication between the Client and the Provider, it is recommended to use a standard PC/notebook which makes connection to the internet possible. For utilization of payment facility the basic speed of internet providers is sufficient. The Provider recommends using internet browser Internet Explorer version 7.0 or higher, or Mozilla Firefox in any version. For increased security of internet communication the Provider recommends to use good quality anti-virus protection and firewall software.

VII. Cash services

1. The Client can use as well the cash services on Providers exchange offices. (see. Our services/Cash services - Address, tel., e-mail, working hours).
2. The Provider offers these services:
   2.1. Cash deposits in CZK and foreign currency (see List of Accessible Currecies, be aware that CZK is the local currency)
      2.1.1. into client's payment account,
      2.1.2. into third-parties payment account.
   2.2. Cash withdrawal in CZK and in foreign currency from client's payment account
      2.2.1. Withdrawal can be made only by the account owner or by peron authorized to handing in the cash transactions in the account owner's name.
      2.2.2. The Client's or the authorized person's identity will be proved according to his/her identity card or passport.
   2.3. Domestic payment services (payment of invoices or postal orders (type A – according to czech regulatives).
      2.3.1. The Client will deposit the cash necessary for making payment of his/her order including fee for this services according to the current Price List.
      2.3.2. Provider will receive the Client's cash deposit Client's payment order and gets the Client confirmation of it.
      2.3.3. The Provider will make the payment acocording to received payment order in D+1 mode.
      2.3.4. The domestic payment is made outside of the payment account and is not registered on the payment account.
      2.3.5. Service can be provided also to non-registered clients.

VIII. Settlement Periods, Obligations on Provision of Information

1. Payment transactions with Currency Conversion will be settled without unnecessary delay after reception of funds for execution of a given transaction from the Client into a designated account of the Provider, respectively into the CPA. The Client undertakes to settle his/her obligation arising from a given transaction in total amount at the latest on the following working day (D+1) after concluding transaction. Non-fulfilment of liability by the Client gives the Provider the right to withdraw from such transaction and to charge any eventual losses against the Client. After the Client settles his/her obligation arising from a given transaction towards the Provider, i.e. Client's funds, purposed to cover a requested transaction are credited to the designated account of the Provider, respectively CPA, the Provider is obliged to execute such Payment Order without unnecessary delay within a period of time stipulated in ZPS, whereas the maximum period of time is D+1. This period can be longer from the reasons on Client's site, when
   1.1. On the CPA is not requested amount for making ordered transaction
   1.2. The Client didn't get the Provider necessary parameters of his Payment Order
2. The Provider fulfils his obligation to provide information arising stipulations of ZPS by means of ePay24, if the Client uses it, where the section Account History section contains all information required by ZPS. In other cases the Provider fulfils his information obligations towards Clients by means of sending e-mail messages to Client's e-mail addresses in the Provider's register or in written in case of cash transactions. Information is sent at the latest by the end of the following working day after settlement of transaction.
3. The Provider informs the Client in case of suspicion of unauthorized or fraudulent use of the payment facility through e-mail communication or publication of information on the Website.
4. The Client is obliged to inform the Provider about theft of his/her access or authorization rights (the Profile) making payment transactions by means of the Provider or carrying out eventual unauthorized transactions possible, immediatelly after such event is discovered. Such information can be reported at phone number +420 558 335 000. In case reporting is done during working hours, e-mail platby@devizy.cz can be used. After receiving such information the access to the payment facility and corresponding CPA will be blocked.

IX. Liability and Other Information

1. The Provider is liable for any provable damage incurred to the Client by breaking his obligations arising from the Agreement, hereof GBT and other legal regulations.

2. The Provider is not liable for any damage incurred to the Client or other persons resulting from violation of obligations arising towards the Client from the Agreement, legal regulations or other reasons, caused by a person or circumstances excluding Provider's responsibility or facts beyond his control.

3. The Provider is not liable for any damage incurred to the Client or other persons as a result of non-accepting Payment Order or impossibility of execution or realisation of a Payment Order for reasons (a) set out this GBT, (b) incorrect, incomplete or false information in the order,(c) incorrect information which the Client provides in the course of communication with the Provider (d) activity of an authorised User in contradiction with instructions (interests) of the Client, the Agreement, GBT, legal and other.

4. The Provider is not liable for any damage or loss incurred to the Client or a third person as a result of the following:

    4.1. Faults or shortcomings in software (SW), hardware (HW) or system configuration of the Client or third persons which the Client uses for communication with the Provider,

    4.2. failure, interruption or non-accessibility of any communication channel between the Client and the Provider,

    4.3. unauthorised input, misuse, loss of data or manipulation with data during a data transfer process or other modes of communication on the part of the Client,

    4.4. failures caused by computer viruses on the part of the Client,

    4.5. unauthorised intervention of third persons in SW or HW systems as well as transfer of data or other communication between the Client and the Provider,

    4.6. entering faulty log-in passwords (personalised protection elements) or their misuse by third persons,

    4.7. non-acceptance or non-execution of a Payment Order for reasons set out in this GBT,

    4.8. realization of a Payment Order is impossible for reasons out of the Provider's control.

5. The Client shall bear a loss of unauthorized payment transactions up to an amount equal to EUR 50 if such loss was caused by the use of lost or stolen means of payment or misuse of the payment instrument. The Client shall be liable to the loss of unauthorized payment transactions to the fullest extent where such loss has been caused by fraudulent conduct or by deliberate or gross negligence in breach of any of its obligations under Section 165 of the ZPS.

6. Current information on developments in exchange rates of some currencies are available on the Internet. Despite the fact that information on the Internet comes from trustworthy sources, even after giving it due care the Provider is not responsible for accessibility or correctness of information posted on the Internet or available from the Internet.

7. The Provider declares that his staff shall not disclose any information about Clients or their transactions to third parties with the exception of cases when it is required by legal regulations binding on the Provider.

8. Mutual communication between the Provider and the Client relating to the Agreement is carried out in accordance with this GBT. In the course of communication the Client is always obliged to use agreed identification data for a given mode of communication. The Client is obliged to report in writing (or other agreed way) and without unnecessary delay all changes in his/her identification data which was provided to the Provider in connection with the Agreement; this obligation also applies to changes in Users' identification data. If not agreed otherwise, change of data towards the Provider becomes effective on the following working day after submitting notification in accordance with the above principles.

9. The Client is obliged to inform the Provider without any delay about every case of theft, misuse or loss of User's Profile data (password etc.)

10. The Client understands that in case of electronic communication, especially by telephone, fax, e-mail or internet there is a danger of loss, damage, incomplete or delayed delivery, unauthorised delivery, use or misuse of transferred data. The Provider and the Client are obliged to proceed in such a way to minimize the risk to minimum.

11. In case of failure of communication equipment or a payment facility used by the Provider, the Provider will inform the Client about such fact by means of website before entering the Payment Order service.

12. The Provider is entitled to apply the right of retention on the Client's funds registered on CPA, the right of retention is used to ensure full financial coverage of a payable liability or fulfilment of other obligations arising from the Agreement. If the Client is overdue with fulfilling any of his/her financial obligations towards the Provider, the Provider has the right to make direct debit of the respective amount from CPA.

13. Protection of funds entrusted to the payment institution. Funds entrusted to the payment institution Fortissimo, spol. s r.o. with the purpose to carry out financial transactions are kept separate from funds owned by the institution and from funds belonging to other persons with the exception of funds belonging to clients. Client's funds are kept by the payment institution on separate payment accounts at the bank. Funds of our clients do not constitute the property of the payment institution in case it files for bankruptcy. In case the decision on bankruptcy of the payment institution is issued the insolvency administrator is obliged to release funds of the payment institution which were entrusted to the payment institution with the purpose to carry out payment transactions for its clients.

14. Protection of client's property in case of bankruptcy of a bank managing the separate client's payment account of the payment institution. Funds of clients registered on the separate account of the payment institution Fortissimo, spol. s r.o. constitute in pursuance of § 41f Act no. 21/1992 Coll. on Banks a claim from deposits under special mode. The payment institution fulfilled its legal obligations arising from § 41f section 2 of the Act on Banks and notified in writing its domestic banks which keep the payment institution's payment accounts that funds deposited on such accounts represent a financial claim of many clients. In case of bankruptcy of the bank, the payment institution shall provide compensation for a claim from deposits managed under special mode at the same amount as if each client had his/her funds registered on their own accounts. In case a bank keeping the separate account of the payment institution files for bankruptcy, each Client of company Fortissimo, spol. s r. o. will obtain payment form the Security Fond for insurance of deposits at the amount equal to funds registered on the separate payment account up to the maximum amount of 100.000 EUR.

X. Claims and Complaints

1. In case the Client is convinced that the Provider did not fulfil his obligations arising from the Agreement, the Client is entitled to make a claim/complaint to the Provider. The Client is obliged to make a Claim/Complaint before he/she initiates any other transactions related to a service which is subject to a given claim/complaint. Claim/Complaint must be made in writing and must bear the signature and identification data of the Client at least his/her name, surname, address if the Client is a natural person, and name, business identification number, registered office, contact addresses, names and surnames of persons authorised to act on behalf of the Client if it is a juristic person. In order to be settled properly and in time every claim must contain the subject of complaint (e.g. type and code of transaction, behaviour of a specific staff person, etc.). The Client must submit his/her claim/complaint to the Provider without unnecessary delay in writing at the address of the Provider's registered office or e-mail address reklamace@devizy.cz. Upon the Client's request the Provider will issue a confirmation of acceptation of a given claim/complaint.

2. Claims/complaints are resolved by heads of Provider's service departments against which a given claim/complain was made. In the course of settling a claim/complaint the Client is obliged to provide full cooperation. The Provider is obliged to handle the complaint / complaint of the Client within 15 working days from the date of its delivery. If there are reasons which hinders the Provider from responding to the complaint within 15 business days, the Provider informs the Client of the obstacle and handles the complaint within 35 business days at the latest. The Provider is obliged to provide the Client with a written opinion on the manner of its execution within this period. The provider keeps record of claims/complaints which is maintained by the compliance officer. The compliance officer is responsible for co-ordination of claims/complaints settlement procedures and together with agents inspects the way they are dealt with.

3. The Client can take his/her complaint regarding provision of services to authority supervising the Provider's activities, the Czech National Bank, address Na Příkopě 28, Prague 1, www.cnb.cz.

4. The Client can take his/her complaint regarding provision of payment services to the Financial Arbitrator, registered office Legerova 1581/69, Praha 1, 110 00, www.finarbitr.cz, who is entitled to carry out of court settlements of disputes between contractual parties regarding payment services.

XI. Final Provisions

1. By accepting the Agreement or by submitting any Payment Order the Client expresses agreement with GBT. The current wording of GBT is always published on the Internet Website.

2. The Provider is entitled to change unilaterally the GBT, especially in connection with changes in legal regulations, implementation of new services, changes in forms of providing services etc. In such a case the Provider shall notify the Client about changes of GBT on the website and by sending a new wording of GBT to Client's e-mail address at least two months in advance before such changes come to force. Correction of mistakes shall not be considered as a change. The client undertakes to acquaint himself/herself with any new version of GBT.

3. In case the Client does not confirm his/her non-acceptance of new proposed changes in GBT to the Provider in writing ,at the latest one day before changes becomes, it will mean that changes become legally binding for the Client since the day of their posting on the website.

4. In case the Client refuses the Provider's proposal of change in the Agreement, he/she has the right to terminate the Agreement with immediate legal power and free of charge, before the day when GBT come into force.

5. The Agreement is made for an unlimited period of time. The Client can terminate this Agreement in writing with one month notice period. The Provider can terminate this Agreement any time with applying two month notice period. The notice period starts on the day following the day on which the notice was submitted.

6. The Agreement is validated at the moment of acceptation by both parties. The Agreement comes into force after fulfilment of all legal obligations on the part of the Client and his/her registration in the trade information system of the Provider.

7. The Client is not entitled to transfer any of his/her rights or obligations arising from this Agreement to a third party without prior approval issued by the Provider in writing.

8. GBT were approved by the Provider's agent. This GBT become valid and come into force since 16th October 2017 until revocation and fully replace all previous GBT (for the GA valid before 16th of October 2017 come into force since 16st of December 2017).

_____

End of document