

## Legal regime

# General Terms and Conditions

To the contract number. ... ..

## Applicable law

### I. Introductory provisions

1. These terms and conditions govern the legal obligations of the parties arising from the framework contract for the provision of payment services, on the basis of which the Company provides the Client with a payment service in accordance with the law number 370/2017 of the payment system.

## Concepts

2. Legal relations are governed by the Contract and these general commercial terms. The conditions of the Contract always take precedence over the provisions of these General Conditions. Not specified in the contract rights and obligations are governed by the current legislation, in particular the relevant provisions of Law No 89/2012 Sb., Civil code («Civil Code») and the Law on Payment System No 370/2017 Sb. (The "PS Law").

### II. Basic concepts

"Company" is the company Moneychange s.r.o., TIN: 27378527, with the head office Peluškova 1443, Kyje, 198 00 Praha 9, registered in the Municipal Court in Prague, SECTION C, insert109550, which is registered as a Czech National Bank under s number ... .., being the provider of payment services in the small quantities.

2. The Company has the right to provide the following payment services:

Cash transfer to the account for the payment order 1. payer, 2. the recipient, or 3. the payer through the recipient, and will not provide the funds as a loan,

issuance and payment means and management of acceptance of payment instruments .

3. "Framework the Contract "(hereinafter also" the Contract ") means that the relevant master contract for the provision of payment services concluded between the Customer and the Company on the basis of which the Company undertakes to create and maintain a Payment Account for the Client and provide the Client on the terms provided for in the Contract for payment of services in accordance with the Customer's requirement, and the Customer undertakes to pay the Company an agreed remuneration for the services rendered. The contract concluded between the Client and the Company has a registration number, which is indicated in the title of the contract, as well as in all annexes and additional Contracts to the Contract. Each party is required to indicate the registration number of the contract in writing.

4. "Rules and General Conditions" (hereinafter simply " JTC ") means that the General Terms and Conditions of Moneychange s.r.o., for the provision of payment services, which are an integral part of the Contract, which the Customer signs. The

## *Conclusion of the contract personally*

Client has the opportunity to familiarize himself with these general commercial terms at any time prior to entering into the Contract on the Company's website at [www.moneywebchange.com](http://www.moneywebchange.com).

## *Payment services*

5. Tariff duties "means the tariff of fees for the provision of individual payment service providers, and for the fulfillment of the administrative acts issued by the Company. Current version of the price list is available at the Company's branches and on the Company's website at [www.moneywebchange.com](http://www.moneywebchange.com).

6. "Exchange rate" is the exchange rate, which will be used as a basis for currency translation when ordering a customer for a cashless transfer of funds. Currency exchange rates, announced by the Company's daily, and published on the Company's trading floors and on the Company's official website [www.moneywebchange.com](http://www.moneywebchange.com).

7. "Payment account" means the account, which serves for the implementation of payment transactions of the Customer. This account is determined by a unique numerical number, which is specified in the Contract.

## *Pre-contractual information*

8. "Customer" means an individual or legal entity that has entered into an Contract with the Bank .

9. "IBAN" - is an international standardized number of the payment order, created in collaboration with the European Committee for Banking Standards (European Committee for Banking Standards, ECBS ), and which the uniquely identifies the payment account user payment in the case of cross-border transfers.

## *Content of the contract*

10. "SWIFT" - (Society for Worldwide Interbank Financial Telecommunication). - Association of the World Interbank Financial System. Used for interbank electronic messages and payment transactions.

11. "Payer" means the person from whose account the funds must be debited to pay the transaction or which provides money to pay the transaction.

12. "Beneficiary" means the user whose funds must be credited to the payment account or submitted in accordance with the payment order.

13. "Authorized person" means a person who is authorized to act on behalf of the Customer in the Bank and who, on behalf of the Client, fulfills all rights and obligations under this Contract. If the Customer is an individual, the Bank shall always have the right to cooperate with the Authorized Person. If the Customer is a legal entity, the Bank always has the right to act as a statutory body of the Client .

14. "Transaction account" means an account in banking facility intended for the first implementation of the Client payment transactions. A list of accounts for payment transactions, which the Customer has the right to use for making payment transactions, is indicated in the Appendix to the Contract.

## **III. Services**

1. The Company undertakes to provide the following services to the client:

- Transfer of funds from the settlement account of the CSO and the Client to the Company (non-cash transfer to an external payment account)
- Transfer of funds from the Customer's Payment Account to another account of the payment service provider (non-cash transfer from an external payment account).

## *Conclusion of the contract at a distance*

- Transfer of funds from the Customer's Payment Account to another Customer's account with the Company (internal transfer)
- Non-monetary exchange of currency assets.

### **IV. Contract**

1. Before the conclusion of the contract The Bank provides the Customer with the information prescribed by the PS Law (hereinafter referred to as the "Contractual Information"). Pre-contract information is provided by transferring to the client a standardized pre-contract information form. When signing the Contract, the Customer confirms that he was acquainted with the pre-contractual information, information about the Company, payment services, payment methods and other obligations taken from the Contract. The Bank also publishes pre-trial information on its website.

4. The contract consists of a contract form containing the Contract number specifying the parties defining the main parameters for the provision of payment services to the Client, as well as contractual Contracts and these General Conditions of Business. Part of the Contract includes any amendments to the Contract and any other documents that the Contract provides (or General Business Conditions).

2.5.4. After the date of conclusion of the Contract and for each subsequent day prior to the date of repayment of all debts arising in connection with this Contract , the Customer represents and warrants that:

## *Authentication*

- His powers are not limited;
- All documents and other information provided to the Bank in connection with the conclusion of this Contract are true, complete, correct and not misleading;
- The law, the decision of the state body, its own duty or debt or the right of a third party will not be violated and enforced in accordance with this Contract and will be entitled to such behavior without any restrictions;
- is not bankrupt

### **V. Conclusion of the Contract at the location of the Bank**

1. The Customer enters into the Contract in the registered office of the Bank or in the designated branches of the Bank in the form established by the Bank.
2. The Contract is concluded between the Customer as a payment service user and the Bank as a payment service provider.
3. The Contract shall enter into force upon signature by both parties.
4. At the conclusion of the Contract in the registered office of the Bank or in another commercial enterprise, the Customer must confirm his identity with a valid identity card. The client-legal entity is obliged to submit the original extract from the state register or a similar document issued to foreign persons not older than 3 months, or an officially certified copy. An individual acting on behalf of the Client - a legal person, must prove his permission to act on behalf of a legal entity and prove his identity with a valid identity card.
5. If the Contract is concluded on behalf of the Client on the basis of the power of attorney of its representative, the representative is obliged to provide the Company with a power of attorney with the officially signed signature of the Customer and confirm his identity with the help of a valid identity card. A power of attorney for the conclusion of a contract cannot be older than three months.
6. The Customer confirms and agrees that the Bank receives a copy of the identity document, including the presentation of the form of the Customer or a person acting on behalf of the Company, upon conclusion of the Contract and retains this copy during processing of the Customer's data. The Client is obliged to ensure that his representative provides the Bank with consent to the processing of his personal data in the form required by the Company.
7. The client is obliged to provide the Company with information and data for the identification and control of the Client for the conclusion of the Contract. This information is recorded in the questionnaire attached to the Contract. If the Customer has not provided the requested data, the Company is entitled to terminate the Contract.
8. The Company may at any time require the Customer to add additional data or submit other documents required for the conclusion of the Contract (especially for some foreign customers). If the Customer has not provided the requested data, the Company is entitled to terminate the Contract.
9. Upon completion of the Contract, the client will be assigned the account number of the Customer's Payment of the Client, in which the client's payment transactions will be performed through the Company. At the same time, the Company and the Client will agree a number of persons who will have the right to make payment transactions for the Client. All such persons listed by the Client must personally appear in the registered office of the Company or in certain branches of the Company and after confirmation of their identity submit a valid identity document and a signature template that they will use to authorize an order for a payment transaction with the Company.

## **VI. Conclusion of contractual means of electronic communication**

1. The contract may be concluded at a distance without the physical presence of the parties. The means of electronic communication that can be used to conclude the Contract are determined by the Company in accordance with its technical capabilities. The electronic communication facilities applicable to the conclusion of the Contract and the rules for entering into the Contract are published by the Company on the website [www.moneywebchange.com](http://www.moneywebchange.com).

## *Rejecting a payment order*

2. For the conclusion of the Contract by remote means, all the conditions provided for in these GTCs and, if necessary, other business conditions that determine the concrete ways of concluding the Contract, otherwise the Company will not take into account such a proposal.

## *Payment order domestic*

3. In the process of concluding the Contract, the Client must provide all the data required by the Company, including the e-mail address through which communication between the Company and the Client will take place. At the conclusion of the Contract, the Client grants his consent to the processing of personal data.

## *Payment order foreign*

4. The Customer agrees with the Company in writing electronic communication facilities using the Company's electronic system. The Customer signs the Contract in the electronic system of the Company. The Customer's signature is attached in electronic form. The electronic signature is created by the Client by attaching the name and surname in electronic form to the Contract and confirming his will to sign the Contract.

5. The employee of the Company identifies the customer without the physical presence of the client, so:

## *Accept payment order*

a) The client sends a copy of the company

- relevant parts of the identity card and at least one additional supporting document, in which indicated the identity of the respective individual, type and identification number of the body which it has issued, and the period of its validity,

## *Information on making a payment order*

- a document confirming the existence of an account held on behalf of a client in a credit institution or a foreign credit organization operating in the territory of the European Economic Area,

## *Revocation of a payment order*

(b) The first payment under the contract is effected through the account specified in paragraph (a) (2).

## *User account*

6. Copies of the documents provided by the Client should be made in such a way that the relevant data is legible for the possibility and their preservation, and must include a copy of the identity card of the identified person on the identity card in such a quality as to ensure the conformity of the form.

## *Setting up a user account*

7. In cases where the written Contract is concluded in electronic form, the Company may also identify the Client without the physical presence of the Client in such a way:

a) The client must provide the company's identification data in accordance with the procedure established in the rules for this method of contracting,

(b) The company checks the identity of the individual concerned in accordance with applicable European Union legislation on the regulation of electronic communications and trust management services in the inner market.

8. Identification without the physical presence of the client can be made only if the Company does not doubt the actual identity of the Client. If the Company suspects the identity of the Client, the Company has the right not to enter into the Contract.

9. After completing the process of concluding the Contract, the Company sends to the Client at his / her e-mail address indicated at the time of signing the Contract, including the annexes, the GTC and the List of Fees.

## **VII. The payment system**

1. The Company performs payment transactions by transferring funds through payment orders in accordance with the instructions of the Client.
2. The following information should be indicated in the payment order: a ) account number of the Customer's Payment; b ) the currency of the Customer's payment account; c) the beneficiary's payment account (account number and bank identification code); d ) the date of issue of the order; e ) signature of the authorized person in accordance with the signature of the sample, in the case of electronic or telephone entry of the payment order, the signature in accordance with the signature template is replaced by the established procedures for verifying and authorizing the Customer of the payment order.
3. In the foreign payment system, the Customer must, in addition to the data specified in paragraph 2 of this article, indicate: a) the name of the Client; b) account number of the beneficiary in IBAN format; c) the recipient's name and address; d) the full name of the receiver's delivery, including SWIFT; e) information on fees.
4. The client may also include other information in the payment orders: (a) the payment date, that is, the date on which the transfer is to be made; b) a variable character; c) a specific symbol; d ) a constant symbol; e ) note to the needs of the recipient.
5. The moment of receipt of the payment order is the moment when the Client receives the payment order. The Client and the Company may also agree to execute the payment order at a certain point in time, when certain conditions are met or at the end of a certain period, the acceptance moment is considered the time determined in this way. If the moment of receipt of the payment order occurs during a period other than the Company's operating time, the payment order shall be received at the beginning of the subsequent working hours of the Company. A specific schedule of the Company's payment service activity is published at the Company's head office and on the Company's website at [www.moneywebchange.com](http://www.moneywebchange.com).
6. The client has the right to withdraw the payment order, which has not yet been executed, until the end of the business day proceeding the day of execution. In cases where this is technically possible, the cancellation of the payment order must be made in the manner in which the updated order is submitted. The client is obliged to clearly identify the withdrawn payment order, indicating all its essential data and indicating the day when the order was delivered to the Company.
7. Once the payment order is issued, the Customer shall not have the right to cancel it. The client may also require the Company to withdraw such payment order, but the Company is not obliged to comply with it. If the Company accepts the client's request for revocation of an already issued payment order, the Company may charge the Customer for the payment order in accordance with the Price List.
8. A company may refuse to execute a payment order that does not contain the required information or contains incorrect or inaccurate data. If the Company refuses to execute the payment order, it must promptly notify the Client of this in the User Account or, by e-mail and, if possible, explain the reasons for the refusal and the procedure for correcting the errors. The Company has the right to receive remuneration from the Customer for processing and sending information to the Client in connection with such a transaction in accordance with the Price List.
9. The Company reserves the right to refuse a payment transaction involving persons listed in the international sanctions lists or from risky countries. The Company also reserves the right not to make payments that may be violated by the law of the country

in which the transferring bank is based, or the rules that it applies, or in contradiction with the commercial policy of the bank that participates in the transfer.

10. A company may postpone or refuse to execute a payment order if the Customer does not provide the Company with the information and documentation required by the Company to perform the required transaction control in accordance with Law No.. 253/2008 Coll., "On Certain Measures against the Legalization of the Proceeds from Crime and Financing of Terrorism" or if the execution of this action is contrary to the law.

10. The company is not obliged to execute the client's payment order if there are not enough funds in the payment account.

11. The parties agree that receipt of the payment order and confirmation after the payment transaction will be available to the Client on the User's Account. In the event that the Customer makes a personal transaction with the Company, he will be issued a certified application.

12. The client acknowledges that he / she has the right to inform him at his request and provide information:

*Sign in to a user account*

- The contents of the framework Contract, including investments;
- before the execution of the payment transaction, the maximum period for execution of the payment transaction and the payment that the Client is obliged to pay to the Company for the execution of the payment transaction, and if the payment is made from several separate positions, the breakdown of these items.

## VIII. User Accounting

*Order in user account*

1. Upon signing the **Contract**, a user account will be created. A user account means an account set up by the Customer in the Company's information system, which is designed to access the Customer's payment account and perform payment transactions. User account persists

in the information system of the Company, where the Client uses remote access to the payment account for the provision of payment services.

The Company allows the Customer to use the user account

Transfer funds from your payment account

Enter a request for non-cash exchange of foreign exchange instruments

Determine the status of his payment account and other information about payment transactions performed on his payment account.

3. When the Contract is concluded, the Client data is written in the information systems in the Company to access the user account. The client generates a login for entering the user account, and the Client sets the initial password for the first login to the user account.

4. When you first access the user account, the client is prompted to change the access password. The access password is allowed by the Client for unlimited changes.

5. During the process of registration the Client connects with the contact number for online access to a user account. On a specific phone number, SMS authorization codes are sent to the Client to access the User Account and to verify the Operations performed by the Customer in the User Account. The contact telephone number of the Customer is

indicated in the Contract. The client at any time allows changing the phone number for authorization. Change of the number is possible only in person at the registered office of the Company.

## Phone Order

6. The customer enters the user account through the Company's web application, which is available on the Company's website [www.moneywebchange.com](http://www.moneywebchange.com).

7. The Customer is registered in the User Account through the login created by him at the conclusion of the Contract, and the individual access password created by the Customer. The identification of the Client entering the User Account is verified by the SMS authorization code sent to the Customer using a predefined phone number, as specified in the Company Information System. The client's login to the user account is only possible if all access data is the same.

8. The client will automatically log out of the user account after 5 minutes of inactivity.

9. For electronic authorization User orders the following conditions apply:

The customer has the right to fill in the electronic order and the corresponding payment order only during his active login to the user account.

After completing the electronic order form, the Customer enters the instruction for signing the order. Based on this requirement, the Customer automatically generates an SMS authorization code in the Company's information system to verify the relevant transaction, and the SMS code is sent to the Customer using a predefined phone number as specified in the Company's information system. The SMS code is sent to the Client immediately after the signing of the electronic payment order. After the Customer receives an SMS code to confirm the transaction, he enters this code into the User Account in the electronic order form.

Customer is only allowed to order, provided that the SMS-code entered by the Client in electronic form in the user account is the same SMS-functionality code SUBMITTED in Client to a predetermined phone number, which is specified at the time of expiry of the SMS-code at the same time during the active application of the Customer in the account of the User. If any condition is not met, the order cannot be issued.

## Authorization

### IX. Telephone order

1. When ordering a payment transaction via a telephone call, the Customer enters the order at the specified telephone number of the Company. A phone call when entering the order of a payment transaction is recorded via a recording device.

## SMS code

2. When ordering through a telephone call, the Customer identifies a Company employee who conducts a phone call on the specified identification data. The following data will be used for identification when verifying the Client:

- The name and surname of the Client,
- The name and surname of the representative of the Client authorized to act on his behalf,
- Customer identifier,
- Location of the Client.

## Deadlines

3. If the identification data provided by the Customer during the telephone conversation with the Customer's identification data registered in the Company's information system coincide, the Company employee continues to accept the Customer's request for a particular transaction.

## Authorization on the User account

4. On the basis of confirmation of the Customer's instruction on the performance of the payment transaction, the Customer is generated in the Company's information system by the SMS authorization code to verify the corresponding transaction, and the SMS code is sent to the Customer at a predetermined telephone number in accordance with the Company's information system. The customer sends the SMS code to the Customer immediately after the confirmation of the order. After the Customer has received the SMS code to confirm the transaction, he sends this code to the Company employee with whom he / she arranges the telephone order.

## Payments from a payment account

5. The order is allowed by the Customer only on condition that the SMS code provided by the Customer during the recorded telephone call corresponds to the SMS code sent to the Customer to the predefined phone number and that the Client notifies the Company during the validity of the SMS code. If the condition is not met, the order is not executed.

## Phone Order Authorization

### X. Allow payment transaction

## Deadlines Unauthorized Transactions

1. The execution of all payment transactions must be authorized by the client. The Company uses the Customer's verification through established access data, known only to the Customer, and authorization of SMS codes for authorization.

2. Authorization is carried out using a unique SMS code sent to the Customer's predefined phone number.

3. The SMS authorization code takes the form of a one-time temporary SMS code accidentally generated by the Company's information system, after entering the Customer's request to perform the corresponding operation in the User Account. The authorization code consists of a randomly generated group of at least six (6) numbers, and its validity period is limited to 120 seconds.

4. SMS authorization codes are used to authorize all transactions related to the execution of the payment transaction executed by the Customer in the user account.

5. The authorization of a payment transaction through the Customer's Account is carried out if:

- The customer entered correct Client Access data when entering a user account;
- The client has allowed its access to the User Account with the authorization code to enter the user account;
- The customer has signed an electronic order to execute the appropriate order in his user account;
- The client has allowed the signing of an SMS with an authorization code.

6. The authorization of a payment transaction entered by means of a telephone call is made if:

- During a telephone conversation with a Company employee, the Customer provided identification and authorization data stored for the Client in the Company's information system.

## Payments to your payment account

- The Customer has confirmed the conditions of the order provided by the Customer during the phone call to the Company employee.

- The client authorized the subscription of the SMS by the authorization code on his / her message during the phone call.

7. If the Company has committed an unauthorized payment transaction, the Company shall promptly, but not later than the end of the next business day after the Customer has not identified or notified an unauthorized payment transaction,

- Specify the payment account with which the amount of the payment transaction was written off to the state in which it would have been if it did not occur;

- reimburses the amount of the payment transaction, paid payment and interest paid to the Customer, if the procedure specified in paragraph 1 is not taken into account.

8. The client bears loss of unauthorized payment transactions amounting to 50 euros if this damage was caused by the use of lost or stolen means of payment or taking into account the misuse of the payment instrument as well as actions accompanied by fraudulent behavior leading to a violation of its obligations set out in Section 165 of the PS Law

## **XI. Transfers to the Payment account**

1. The service of transfer of funds to the Current Account is a service based on which the Company enrolls funds sent from the payer to the beneficiary's payment account.

2. The Customer has the right to use his / her Payment Account to transfer funds to his / her payment account by transferring it to the Transaction Payment Account.

3. When transferring funds to the Customer's Current Account, the Customer shall provide the following payment details:

- Company account number and company name,

- Variable symbol - the number of the Customer's payment account with the Company

4. The company credits the amount of the payment transaction to the Payment Account of the Client as a recipient of the payment as soon as it has been credited to the account of the Payment Transaction, or, in the case of a payment transaction in the currency is, other than the State, by the end of the working day following the day, which is credited to the Company account.

5. Information on the crediting of funds to the Customer's Current Account must be provided to the Customer on his User account when confirming the funds credited to the Company's payment transaction.

## **XII. Payments from the payment account**

1. Transfer of a payment order through a Payment account is a service on the basis of which the Company transfers money from the Customer's Payment Account to which the Customer issues a payment order, while the Company does not provide the Client with the transferred funds as a loan.

2. The client has the right to enter orders for the transfer of funds in person, by phone or electronically through the User Account.

## Non-cash change of funds

3. After receipt of the payment order that meets the specified requirements and is authorized by the Customer, the transfer of funds from the Customer's Payment Account to the specified account of the Beneficiary is made in accordance with the Customer's payment Contracts.

## Exchange rates

4. On the basis of the Client's payment order, the Company shall transfer funds in such a way that the amount is credited to the account of the recipient's provider by the end of the next working day after receipt of the payment order.

5. In the case of a payment transaction in

- Currency euro, which is given a paper payment order, and which does not include currency exchange,
- Currency euro, which is based on a paper payment order, and that includes currency exchange between the euro and the currency of the State in which the currency exchange;
- Czech currency is, which is carried out exclusively in the Czech Republic and includes a currency exchange, than the exchange between the Czech currency and the euro,

the amount can be credited to the beneficiary's account by the end of the second working day after receipt of the payment order.

6. In the case of a payment transaction in

- currency Euros, which includes the exchange of currencies between the euro and currencies other than the currency of the State in which the currency exchange,
- Czech currency is, that is not carried out exclusively in the territory of the Czech Republic, or
- Currency in another State, with the exception of the euro,

the amount can be credited to the beneficiary's account no later than the end of the fourth working day after receipt of the payment order.

## Order

7. The Company carries out only authorized payment transactions. The order for conversion is allowed by the Client, if the Client has authorized it on the Customer's account to the company or by phone.

## Order in user account

8. The client is responsible for the completeness, accuracy and reliability of all data presented in the order. The company may refuse to execute payment orders that are not filled in accordance with the terms established by the Company, or do not comply with other conditions established for their execution.

### XIII. Domestic transfers within the Company

1. The service of the internal transfer of funds between payment accounts of the Client in the Company is a service on the basis of which the Company carries out the transfer of funds from the Customer's payment account, in which the Customer's payment order is placed on the payment account of another Client in the Company.

## Termination of the contract

2. The client has the right to enter orders for the transfer of funds in person, by phone or electronically through the User Account.

3. After receipt of the payment order that meets the specified requirements and is authorized by the Client, the transferred funds are debited from the payment account of the paying customer, and at the same time, these funds are credited to the client-payee's payment account.

4. On the basis of the payment order for transfer of funds of the Company to a third party on the account, available to the Company, the Company shall ensure that the amount of the payment transaction is credited to the beneficiary customer account with the Company no later than

## Phone Order Termination

- concentrated and the day when the order has been received, if the transfer is in the Czech Republic in Czech currency

- at the end of next working day after receipt of the payment order in the case of transfers other than those specified in the terms agreed with the customer to delay payment.

## Cession

5. The Company carries out only authorized payment transactions. The order for conversion is allowed by the Client, if the Client has authorized it on the Customer's account to the company or by phone.

## Settlement

### XIV. Non-cash exchange

1. The Company exchanges currency assets between currencies accepted by the Company for work. The currencies received for work in the Company are published on the Company's website at [www.moneywebchange.com](http://www.moneywebchange.com).

## Termination effects

2. The Company announces the exchange rates of currencies admitted to trading in the Company on a daily basis. Exchange rates The Company constantly determines, depending on the development of the exchange rate in the foreign exchange market. The exchange rate for individual currencies is declared by the Company at least once a day at the beginning of the trading day. Exchange rates for the relevant trading day and their changes are published by the Company on the website [www.moneywebchange.com](http://www.moneywebchange.com).

3. All exchange rates are always expressed and declared by the Company in respect of the Czech crown (CZK). In the case of interest for the Client, the Company may exchange the exchange rate between other currencies within the individual exchange rate.

4. The Company has the right at any time to unilaterally exchange the exchange rates used for payment transactions, without prior notice. If changes occur during the day at the exchange rate for individual currencies, the Company publishes these changes on the Company's website at [www.moneywebchange.com](http://www.moneywebchange.com). Any change in interest rates that is more beneficial to users can be applied without prior notice.

5. In case of request of the Client for the exchange of a larger amount of foreign currency, the Company may conclude an individual exchange rate with the Client.

6. An order for currency exchange is carried out by the Customer through his User account or by phone.

- Exchange order for currency is accepted by the Company only if it contains all necessary information and is authorized by the Client.

## Payment

- When accepting an order for the exchange of foreign exchange assets, the Company notifies the Client about the validity period of the exchange rate in accordance with the order of the Client.

## Tariff

7. During the exchange rate, the Customer transfers the relevant amount of currency assets to his / her payment account. If within the specified time on those of foreign currency of the client company, the customer's order will expire and the Company is not required and make the exchange of foreign currency . .

8. For the exchange of foreign currency, the Client fills in the form of electronic order and Send wish to set up in the company through the company's information system. The order execution is electronically documented in the Company's information system.

9. When entering an order in a user account, the Client specifies, in particular, the following data:

- Currency, between which made currency transfers, in the form of currency exchange input and output as well;
- Amount of currency to be exchanged for currency
- Account number for converting outgoing currency. The customer has the right to enter default accounts for transferring funds to the Outgoing Currency to the User Account. If the Customer does not specify another account in the order, in this case the transferred currency in the outgoing currency is transferred to the default Client account for the corresponding Outgoing currency.

## Change of Contract

10. When ordering a currency exchange via a telephone call, the Customer enters the order at the specified telephone number of the Company. A phone call during order entry to the currency exchange is recorded using the recordkeeping of the devices as well.

11. When entering a non-monetary order within a phone call, the Client specifies, in particular, the following data:

- Currency, between which made currency transfers, in the form of exchange of input and output currency
- Amount of currency to be exchanged for currency
- Account number for converting outgoing currency. The customer has the right to enter default accounts for transferring funds to the Outgoing Currency to the User Account. If the Customer does not enter another account in the telephone order, in this case the transferred currency in the outgoing currency is transferred to the default Customer account for the corresponding Outgoing currency.

12. If the Customer has funds in the Payment account in the amount of the relevant exchange order, the Company shall immediately, upon receipt of the order, pay for the exchange of the received foreign currency assets in the entry currency.

13. If the customer arranges the currency market before the transfer of funds to the account, it sends an order to the foreign exchange market of the special account for payment operations, which first carried out in the input 's foreign currency funds in the agreed amount for the implementation of a non-cash exchange. After payment to the Customer's account is credited the payment customer and for the exchange of foreign currency at the Customer's request, the payment is done immediately after the settlement

of foreign exchange, resulting in the input currency, if carried out conditions for foreign exchange, ie.

- The amount of funds credited to the payment account corresponds to the order,
- The payment was credited to the payment account at the time of booking,
- The order included all the necessary data for calculating the exchange of funds,

14. When a foreign currency will be debited the client's entry into the Customer's account payment currency and, at the same time it comes to the settlement account of the Client to be credited the appropriate amount to issue currency. The funds in the outgoing currency will be credited to the Customer's payment account in the amount corresponding to the agreed exchange rate.

## **XV. Payment for services provided**

1. Payment services will be provided to the Customer for a fee, the amount of which is specified in the Price List or depending on circumstances, which must be agreed with the Customer individually.

2. When the payment order is entered, the Customer accepts the Schedule of Fees valid and effective on the date of the payment order and hereby the client unconditionally accepts the payment for the provision of the relevant service in accordance with this Price List. The Customer confirms that the payment must be made in Czech currency or in the currency of the payment order.

3. The Customer agrees that the Company has the right to debit the remuneration from the Customer's Payment Account.

4. If there are not enough funds on the payment account to cover both the performance of the Payment Service requested by the Customer and the payment of fees, the Company has the right to demand from the Client to fill out the amount of funds in the Payment Account.

5. The Company provides free of charge to the Client at the end of February an overview of payment for services provided for the Payment Account for the previous calendar year. At the request of the Client, the Company will provide this report free of charge on paper. The report on the payment of the services provided by the servants includes, at least,

- a single payment for the service provided and the number of services provided,
- total payment of individual services,
- total payment of all services,
- Information about contractual penalties and default interest, required by the Company.

## **XVI. Amendment to the Contract and its annexes**

## Information Obligation

1. The Company has the right to unilaterally amend the Framework first contract and these terms and price list (hereinafter referred to as the "Contract Documents"). The company makes changes to the contractual documentation, publishing a new full version.

2. In case the Company decides to change the obligations under the Contractual Documentation, the change will be made in such a way that the Company will send the draft amendment to the Client not later than two (2) months before the day when the changes in the obligation of this Contract document take effect, and will mail it to the user's account.

3. The Customer accepts the modification of the Contractual Documentation if:

- The company proposed to change the obligation under the Contractual Documentation not later than two (2) months before the effective date of the change,

- The client proposes to change the obligation under the Contractual documentation before the effective date of the amendment,

- The Company notified the Customer of the amendments to the obligations under the Customer's Contract Documents and

- The company informed the customer of its right to terminate the obligations and in the contractual documentation in accordance with paragraph 3 of this article with the sentence it to change the obligations under the contract documentation.

## Delivery

4. The client has the right to reject the change in the obligation under the Contractual Documentation so that the obligations under the Contract can be denounced free of charge and with immediate effect before the change takes effect.

5. Changes in the Contractual Documentation shall not be considered as a result of any deterioration in the legal status of the Customer, correction of obvious typographical errors or changes caused by a change in the current legislation.

## Electronic communication

### XVII. Termination of the contract

1. The contract can be terminated for the following reasons:

(a) the expiry of the term for which the contract was concluded;

b) on the basis of the Contract between the Client and the Company ;

c) upon written notification to the Client or Company.

## Fictions of delivery

2. The Customer has the right to terminate the Contract at any time with notification within one month from the day following the day of sending the notification to the Bank or at a later date specified in the notification.

3. The company may terminate the account Contract in writing, without giving any reason, at the end of the second calendar month following the month when the notice was delivered to the Client.

4. The Company has the right to terminate the Contract if:

• Customer violates its obligations under the Contract,

• The client performs payment transactions in violation of Law No. 253/2008 Coll.

**Consumer**

4. Termination of the contract must be executed in writing and must be duly signed. The notification period starts on the first day after the notification is sent to the other party.

**Financial Arbitrator**

5. Upon expiration of the term of the Contract, the Client and the Company shall settle mutual claims and debts arising from the Contract .

**Supervisory Authority**

6. At the time of termination of the Contract, any outstanding orders shall be canceled . Upon termination of the Contract, the Company transfers the balance from the canceled Payment Account in accordance with the written instructions of the Customer. If the Customer does not determine how the balance should be loaded from the account, the Company prepares the user account before the limitation of the right to issue it.

**Cession**

5. As soon as the termination takes effect, the Client is not allowed active access to the user account, that is, the Customer can no longer use the payment services.

## **XVIII. Information obligations**

1. The Client is obliged to inform the Company in writing about any material changes in relation to himself and changes in his economic data within 14 days from the date when the Client learns of them. Significant changes include, in particular, changes in the contact address and other contact details, changes made to the Commercial Register, changes in the bank connection,

2. If the Customer was declared bankrupt, the petition for bankruptcy for the disposal of assets was rejected (in accordance with Law No. 182/2006 Coll., "On bankruptcy and methods for its settlement"), the Client must notify the Company in writing and inform the administrator on bankruptcy, as well as on the existence and conditions of all contracts concluded between the Client and the Company.

3. The client is responsible for informing the Company in advance of any changes in the address for the delivery of mail.

**Complaint**

4. The customer is also obliged to immediately notify the Company that during the term of the Contract he has become a politically exposed person in accordance with the provisions of § 3 of Act No. 253/2008 Coll. "On some measures to legalize the proceeds of crime and the financing of terrorism».

## **XIX. Delivery**

1. All messages, correspondence or documents transmitted or sent in accordance with the Contract, may be delivered personally in writing, to the other Contracting Party, or sent by registered mail to the address of residence or head office or at the address, which was specified by the Contracting Parties of the other Contracting Party in writing not later than 10 (ten) days.

2. A letter sent by e-mail to the e-mail address of the other Contracting Party is deemed to be delivered at the time when the receiving Contracting Party receives a system confirmation of receipt of the e-mail to the e-mail address of the other Contracting Party.

3. For the delivery of e-mail to the Client, the Customer must indicate his / her e-mail address, if it is not specified in the Contract in accordance with clause 5 of this article.

4. Document to be delivered by the representative of the postal service for five days.

## Conflict solving

5. The client is responsible for the timely provision of information to the Company in advance of any change in his address or address for the delivery of mail.

## Limitation

6. When using the funds due by the parties during the term of the Contract, the Company is not responsible for any damages caused by technical failures works of Post , fax as well , the electron 's or other means of communication and technical devices, providing relevant services of the Company, including, but not limited to failure to provide payment systems ( including accounting the recording user on the Internet ).

7. By signing the contract, the Client agrees that the main way to communicate client and Company will use the account of the Company and posts e-mail.

8. By signing this Contract, the Customer agrees that all messages will be in the Czech language.

## Personal data

### XX. Consumer Rights

1. A customer who is a consumer, that is, a Customer is an individual who has concluded the Contract, has the right to an extrajudicial settlement of the consumer's dispute arising out of this Contract through the Financial Arbitration of the Czech Republic. On the proposal of the Client, a court proceeding is initiated before the financial arbitration. Proposition voltage can be supplied by a form marriageable prepared financial arbitration.

2. The Czech National Bank is the body responsible for complying with obligations on payment services.

3. A customer who is a consumer who has concluded the Contract remotely has the right to withdraw from the Contract without any reason within 14 (fourteen) days from the date of its conclusion. The recall period is considered to be preserved if the notice of withdrawal from the Contract is sent to the Company in paper form not later than the last day of this period.

## Final Provisions

## Responsibility

- The consumer can withdraw from the Contract by written notice sent by mail to the Company.

- The consumer may refuse from Contract by written notice, sending it to the email address of the Company, indicating the first in the contract.

## Counting

- The consumer can cancel the contract by filling in and sending the standard form for withdrawal from the Contract on the Company's website. The Company, in turn, sends the Customer a response to the Customer's e-mail without any evidence of receipt of written confirmation of withdrawal.

## Invalidity

### XXI. Settlement of Disputes

The client has the right to address the Company at any time with a complaint or claim. Giving and consideration is, complaints and claims is governed by Rules complaints Company, which are published on the Company's website at [www.moneywebchange.com](http://www.moneywebchange.com) .

All disputes arising from the Contract or in connection with its implementation, which cannot be resolved through negotiations, are considered by the general courts of the Czech Republic.

## XXII. Limitation

1. In accordance with § 630 of the Civil Code, all rights and obligations taking from the Contract, applies a longer period.
2. The limitation period for rights under the Contract is 10 years from the date when the right can be exercised for the first time.

## Signatures

## XXIII. Processing of personal data

1. In connection with the conclusion of the Contract, the Company processes the personal data of the Clients. Customer's personal data is treated as confidential information and protected while on illegal use.
2. Providing Customer Personal Data is optional, but their inability identifies Client as contracting side, prevents making the respective Contract.
3. Determination of the Customer personal data to be processed by the Company, purpose of processing and the information about other rights and obligations of the Client as a result of the processing of their personal data are published by the Company on its website.

## XXIII. Final provisions

1. The Company shall not be liable for damages arising as a result of non-fulfillment of the payment order as a result of its incompleteness or inaccuracy or lack of available funds in the Payment Account.
2. The company is liable for losses incurred as a result of the execution of a payment order issued by an unauthorized person only if the signature on the warrant is clearly contrary to the signature in the signature template.
3. The Company has the right to write off any monetary obligations and receivables incurred by the Client, even if they arise due to various legal relationships.
4. The Company has the right to impose on the Customer any claims arising from the Contract to a third their parties.
5. If any provision of the Contract becomes invalid, other provisions of the Contract remain in force. Instead of the invalid provision, the provisions of generally binding legal norms apply governing the relevant issue of the relationship of the parties. Then the parties undertake to change their relations by adopting another provision that best corresponds to the intent of the invalid provision.
6. The Customer confirms that these Terms of Business are fully regulated by the Contract concluded between the Company and the Client

Customer: Moneychange sro

Signature: Authorized person:

signature:

To the contract:

## General Terms and Conditions

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