

1. GENERAL

1.1. The contract (“Contract”) shall consist of the Order Form, these General Conditions, the Product / Service Conditions (possibly including shared provisions in Common Product / Service Conditions), as well as Special Conditions (which complement and/or deviate from certain Product / Service Conditions) and the Price List. The applicable (Common) Product / Service / Special Conditions shall be listed on the Order Form.

1.2. The Contract is entered into by the Merchant on one side, and KB SmartPay and Worldline on the other side as specified in the Order Form. If not specified otherwise KB SmartPay shall be the service provider. Worldline, shall be referred to as the “Acquirer”. The Merchant will be notified whether Worldline is acting as and has the responsibilities of the Acquirer at any moment during the term of the Contract. For the avoidance of any doubt KB SmartPay shall represent the Acquirer in this Contract and, unless in cases where stated otherwise in the Contract, all communication in the context of this contract be between KB SmartPay and the Merchant unless when otherwise required by any law or other applicable regulation.

1.3. In order to prevent any conflict in the Contract terms, the Merchant explicitly waives his own general or special contractual conditions (however they would be labelled), even if those contractual conditions would somewhere be referred to.

1.4. The persons who sign the Order Form warrant that they have the right to do so, and are capable of binding the Merchant.

1.5. If any contradictions would exist between the General, Common, Product / Service and Special Conditions, then a document listed later in this sentence shall have precedence over a document listed earlier. The Order Form shall only have precedence over the General, Common, Product / Service or Special Conditions if the clause from which the Order Form intends to deviate is stated explicitly and mentions the relevant clause number, and additionally the deviating clause is printed (i.e., is not handwritten) on the Order Form.

2. DURATION

2.1. Except if otherwise mentioned on the Order Form or in any (Common) Product / Service / Special Conditions, the Contract enters into force and take effect on the date of signing the Order Form by the Merchant or on which the Merchant otherwise becomes party to the Contract (i.e. by operation of Section 152 of the Czech Act No. 370/2017 Coll., the Czech Payment Act, as amended (“Czech Payment Act”)) (the “Start Date”) and shall have an undefined duration. The Merchant shall have the right to terminate this Contract without any cost by respecting a notice period of one month; KB SmartPay shall have the right to terminate this Contract or any service delivered hereunder by respecting a notice period of two months.

2.2. Every party can terminate the Contract for cause (or suspend its obligations) immediately, in accordance with the Termination Modalities, when:

- the other party has not paid any amount that has become due under the Contract within a term of thirty days after having received a written reminder;
- the other party has committed a material breach of any clause of the Contract, and has not remedied this breach within a term of sixty days after having received a written request that describes the breach and warns that the Contract can be terminated if the breach is not effectively remedied;
- the other party becomes involved in a dissolution, bankruptcy, cessation of payment, liquidation or insolvency proceedings, or entirely or partially discontinues its activities.

2.3. KB SmartPay and/or the Acquirer has the right to entirely or partially terminate the Contract for cause immediately in accordance with the Termination Modalities when the Merchant’s conduct has (or threatens to have) a negative impact on the reputation of KB SmartPay and/or the Acquirer, or when there exist facts or indications pointing towards the Merchant’s:

- illegal, fraudulent or unlawful use of KB SmartPay’s or the Acquirer’s prod-

ucts, software or services (including the circumstance of having more than 1% of chargeback request of the total number of monthly transactions) against the Merchant per month in any point of sale); or

- illegal, fraudulent or unlawful activities, in which KB SmartPay’s or the Acquirer’s products, software or services are being used.

KB SmartPay or the Acquirer intends, but is not obliged, to use commercially reasonable efforts to warn the Merchant about this termination.

2.4. KB SmartPay and/or the Acquirer has the right to entirely or partially terminate the Contract in accordance with the Termination Modalities when so requested by a Card Scheme, regulator or competent authority. KB SmartPay or the Acquirer will use reasonable efforts to warn the Merchant upfront about such termination.

2.5. KB SmartPay has the right to entirely or partially terminate the Contract with immediate effect in accordance with the Termination Modalities when a Card Scheme would either (threaten to) initiate an investigation against the Merchant or its transactions, or (threaten to) impose a penalty due to an act or omission of the Merchant.

3. SERVICE SUSPENSION

3.1. KB SmartPay has the right to suspend its service delivery at any time, without such suspension giving rise to any compensation for the Merchant, when:

- KB SmartPay considers the suspension necessary for the security or integrity of its services, software, electronic network and/or electronic payments in general;
- there exist facts or indications regarding the Merchant’s illegal, fraudulent or unlawful use of KB SmartPay’s or the Acquirer’s products, software or services (including the circumstance of having more than 1% of chargeback requests per month in any point of sale); or
- requested by a Card Scheme, regulator or competent authority.

KB SmartPay shall use commercially rea-

sonable efforts to warn the Merchant of this suspension in advance.

4. DEFECTS

4.1. Except if otherwise mentioned on the Order Form or in any (Common) Product / Service / Special Conditions, the installation or implementation of a new product, service or software shall be deemed to have been accepted by the Merchant when the Merchant has not submitted a substantiated (in Czech odůvodněný) written rejection within three Business Days after the installation or implementation.

4.2. If the Merchant identifies a defect attributable to KB SmartPay or the Acquirer in a product, service or software delivered by KB SmartPay or the Acquirer (or if, according to the Merchant, such defect would be covered by the product's warranty), then the Merchant shall inform KB SmartPay in writing within an expiration term of ten days after such identification.

5. CHANGES

5.1. On the first of January, all non-variable prices can be indexed by KB SmartPay, in accordance with the following formula:

$$\text{New Price} = \text{Old Price} \times$$

$$(0,2 + 0,8 \times \text{New Index/Previous Index})$$

- Old Price refers to the last applicable price.
- The index to be used shall be the "Average monthly wages and salaries (full time equivalent)" as issued by the Czech Statistical Offices, hereafter the "Salary index".
- "New Index" refers to the Salary index of Q4 the year in which the Old Price was applicable.
- "Initial Index" refers to the Salary index for Q4 of the year preceding the year in which the Old Price was applicable.

5.2. KB SmartPay and/or the Acquirer has the right to entirely or partially revise all financial conditions and other conditions set forth in the Contract at any moment in accordance with Section 152(3) of the CPA. KB SmartPay will inform the Merchant about these changes at least two months in advance. The Merchant has the right to reject these changes, by sending a registered letter within said term, in which case the Contract shall be effectively terminated without any termination

costs at the last day of said term. Once said term has passed, the Merchant is deemed to have accepted the new conditions.

5.3. KB SmartPay and the Acquirer have the right to implement all improvements and changes in its products, services and software (as well as in the associated documents and procedures) that they deem necessary or useful, for example for reasons of business continuity, or for the development and security of the payment system and/or KB SmartPay's or the Acquirer's electronic network or payment products. The Merchant shall accept these improvements and changes, and shall comply with KB SmartPay's instructions regarding their implementation if the services concerned would be temporarily suspended.

5.4. The Merchant shall inform KB SmartPay in writing within fifteen days after this change took place of all changes to his legal position, address or commercial name, as well as all changes in its activities that can reasonably lead to a modification of KB SmartPay's risk as compared to the previously notified activities (e.g., due to changes in the nature of the products / services offered, the transaction volume, or the contractual conditions imposed on its customers, etc.). KB SmartPay has the right to reject any such changes, or to subject to them to an amendment of the Contract.

5.5. The Merchant shall notify KB SmartPay immediately, by registered letter, as from the moment it no longer accepts Cards.

6. PAYMENT

6.1. If this is indicated on the Order Form, the Merchant shall pay KB SmartPay through direct debit. To this end, the Merchant agrees to set up a direct debit facility from its bank account to the bank account of KB SmartPay. Within 10 days of signing this contract, the Merchant shall provide proof of the setup of the direct debit facility to KB SmartPay. KB SmartPay shall be entitled to suspend the contract if the merchant fails to provide such proof.

6.2. Invoices need to be paid at the latest on their expiry date (or, if no expiry date is mentioned on the invoice, at the latest thirty days after the invoice date).

6.3. Complaints regarding invoices (e.g., incorrect amounts) shall be submitted to

KB SmartPay by registered letter within an expiry term of fifteen days, calculated as from the invoice date.

6.4. When the Merchant terminates the direct debit, KB SmartPay shall have the right to entirely or partially suspend its own contractual obligations, with immediate effect, and without prejudice to KB SmartPay's other rights accorded to it by law or by the Contract, until a new mandate is issued.

6.5. If KB SmartPay needs to reactivate suspended services as a consequence of the Merchant's non-payment or the Merchant's termination of the direct debit, then KB SmartPay shall have the right to invoice any costs associated with either this reactivation or with any associated administrative or technical steps taken by KB SmartPay.

6.6. The purchase or rental price of equipment delivered by KB SmartPay in the context of the Contract shall be due as from the moment of delivery (for a physical installation performed by a technician on behalf of KB SmartPay) or the moment of dispatch (for "Plug & Play" installations). Conversely, the installation costs for a physical installation by a technician shall be due as from the moment of installation, while the costs for a "Plug & Play" installation will be due as from the moment of dispatch.

6.7. If products or services are invoiced periodically (e.g., per month), then the periodical amount due for an activation or installation that took place after the beginning of this period, shall be invoiced pro rata, based on the number of remaining days, except if otherwise indicated on the Order Form.

6.8. KB SmartPay or the Acquirer have the right to deduct all amounts that are due by the Merchant and have lapsed on the moment that a payment transaction is performed or on the reception date of the bank transfer, from the amount of the payment transaction that is executed for the Merchant's benefit. It is understood that this deduction shall be complementary to the direct debit mandate, and shall only be used after the Merchant has been notified by KB SmartPay. KB SmartPay has the right to charge the Merchant for all additional costs that are associated with this deduction.

6.9. KB SmartPay has the right to increase the outstanding amount of any

invoice that is not entirely paid on the expiry date with a contractual penalty of 15%, with a minimum of 270 CZK, as well as with contractual default interest of 10% annually, and without any prior notice of default. KB SmartPay also has the right to charge the reminder costs to the Merchant.

6.10. If the Merchant disputes a part of an invoice, then the Merchant shall only be able to withhold payment of the disputed part until the dispute has been settled. The Merchant shall not have the right to suspend payment of the other non-disputed parts of the invoice.

6.11. If the Merchant fails to pay one or more invoices during two subsequent months following the expiry date, then KB SmartPay shall have the right to request possession of all rented equipment (such as the payment terminal). KB SmartPay also reserves the right to invoice the costs for returning and reactivating this equipment.

7. PROOF

7.1. The Merchant recognizes the importance of electronic transactions, electronically available documents and electronic proof (as registered by the payment terminals and the central computer systems of KB SmartPay or the Acquirer). The Merchant accepts that this information - as well as all electronically filed data and documents in other than paper form (such as email) - have the same evidentiary value as paper forms, and that they are legally binding and can be used in judicial procedures.

7.2. The Merchant accepts that KB SmartPay and or the Acquirer keep electronic transaction data during only for five years.

7.3. KB SmartPay has the right to make documents available to the Merchant through the communication channel it deems most appropriate, such as the Website.

8. INTELLECTUAL PROPERTY

8.1. All intellectual property rights with respect to its products, software, documentation and services are owned by KB SmartPay, the Acquirer or its licensors.

8.2. KB SmartPay or the Acquirer, what-

ever the case may be grants a limited, non-exclusive, non-transferable license (the "License") on the software and its documentation. Its scope shall be limited to what is strictly necessary for the execution of the Contract.

8.3. Except where expressly allowed otherwise by the legislation, the Merchant shall not have the right to change, decompile or reverse-engineer the software. If the Merchant needs to obtain certain information in order to achieve compatibility with independently developed software, then the Merchant shall first negotiate in good faith with KB SmartPay in order to reach an agreement about the conditions that would apply when such information would be made available by KB SmartPay.

8.4. KB SmartPay shall indemnify the Merchant against every third party demand that is found justified by either KB SmartPay or a competent court, in which the third party claims that the use of a certain product or software infringes upon the intellectual ownership rights of this third party. KB SmartPay shall bear the cost of this indemnification, and shall have the option to:

- obtain the right for the Merchant to continue using the product or software;
- change or replace the product or software, so that this use will no longer infringe the third party intellectual property rights;
- if the above options are not economically viable, request the Merchant to:
 - terminate the use of the product or software; or
 - return the purchased product or the purchased software to KB SmartPay, in exchange for a reimbursement by KB SmartPay of the purchase price, taking into account a deduction of the reasonable depreciations registered in the Merchant's accounting books.

8.5. The indemnification duty set forth in clause 8.4 shall only apply if:

- the Merchant immediately informs KB SmartPay about every claim, and refrains from reacting to a claim without KB SmartPay's prior consent;
- the Merchant leaves the entire claim handling and settlement procedure to KB SmartPay;
- the alleged infringement is not caused by the fact that the Merchant uses the

product or software in a manner that is either not allowed by the Contract, or is clearly unreasonable; and

- the alleged infringement is not caused by the use of the product or software in combination with a product, software, service or other element not furnished by KB SmartPay.

9. RISK ALLOCATION

9.1. The Merchant shall see to it that all claims and complaints from card holders are exclusively targeted at the Merchant. The Merchant shall indemnify KB SmartPay and the Acquirer for every claim and complaint, irrespective of its nature or legal ground, that would be submitted to KB SmartPay or the Acquirer by a card holder or third party in relation to the execution of the Contract.

9.2. The Merchant shall take full responsibility for the consequences of every modification made by the Merchant or a third party to the products, software or services made available in the context of the Contract - in particular when a modification would trigger changes and/or disruption of the software that alter the nature of the services activated in the Merchant's advantage.

9.3. KB SmartPay and the Acquirer shall act as professional suppliers, and shall use reasonable efforts to execute their contractual obligations in a correct manner and in compliance with the contents of the Contract.

9.4. If KB SmartPay would cause any damage to a Merchant, then KB SmartPay shall compensate such damage to the extent it consists of actual monetary loss (in Czech skutečná peněžitá škoda), and the damage was notified to KB SmartPay by the Merchant within an expiry term of one month after discovery (and in any case within one year after the damage-causing events took place).

The maximum liability of KB SmartPay and the Acquirer together for every contractual or other (statutory) obligation, indemnification or damage shall be limited per calendar year to the highest of the following two amounts: (a) 500€; or (b) 30% of the relevant part of the total amount effectively paid by the Merchant to KB SmartPay in the course of the calendar year in which the damage was notified to KB SmartPay.

The "relevant part" shall be defined as that part that relates to the service, software or product associated with (or that has triggered) the damage; if this part cannot be deducted explicitly, then it shall be defined in good faith by the parties by taking into account the share of the service / software / product concerned in the total amount. The relevant part shall never contain any pass-through amounts that need to be paid to third parties by KB SmartPay or the Acquirer (e.g., the interchange fees and card scheme fees for acquiring transactions).

9.5. Except in case of willful intent or fraud, KB SmartPay or the Acquirer shall only be liable for actual monetary loss (in Czech skutečná peněžitá škoda) and shall never be liable for work stoppages, overtime, revenue loss, loss of profit, loss of goodwill, temporary engagement of third parties, lost cost reductions, loss of production, loss of anticipated savings, loss of chances, loss in administrative efficiency, supply chain liability, end user claims, loss of contracts damage to or loss of data nor the cost of reconstituting data, third party claims, loss of opportunities, or reputational damage.

9.6. No clause of the Contract shall limit the liability of either party for willful intent or fraud.

10. ASSIGNMENT AND ADMINISTRATIVE CHANGES

10.1. The Merchant cannot assign the Contract, whether partially or entirely, without KB SmartPay's prior written consent.

10.2. If the Merchant would transfer his commercial activities, then KB SmartPay shall only implement the changes caused by this transfer if the Merchant has completed the dedicated form. This document can be obtained by contacting KB SmartPay.

10.3. The Merchant shall notify KB SmartPay in writing of all changes to his name and administrative data by completing the dedicated form. This document can be obtained by contacting KB SmartPay.

10.4. The requests for change specified above must be sent to KB SmartPay at the latest ten Business Days before the transfer of commercial activities or

administrative changes effectively take place. If a change would impact the bank account on which a direct debit mandate was established for KB SmartPay, then the Merchant shall send a new direct debit mandate for KB SmartPay.

10.5. The Merchant shall immediately notify KB SmartPay by registered letter of the termination (for whatever reason) of his commercial activities. None of the Card transactions performed after that moment shall create any obligations vis-à-vis KB SmartPay.

10.6. In case the change affects the Merchant's legal position or commercial activities, then KB SmartPay shall have the right to terminate the Contract for convenience, and request to agree and sign a new contract. In absence of such new contract, KB SmartPay shall have no obligations towards the Merchants for any Card transactions performed after the change.

11. FORCE MAJEURE

11.1. In case of force majeure (defined in the Contract as all situations that are not under the reasonable control of KB SmartPay and/or the Acquirer) the parties shall cooperate in good faith in order to deal with the force majeure situation and its consequences.

11.2. The following situations shall in particular qualify as examples of force majeure: wars, earth shakes, fires, floods, unexpected strikes, serious IT fraud, energy and telecommunication interruptions, etc.

12. PROTECTION OF PERSONAL DATA

12.1. KB SmartPay shall qualify as the controller for the processing of personal data of Card holders and payment transactions. The Merchant commits to only use this personal data for the purpose of executing his obligations under the Contract, and shall refrain from using this data for any other purposes. The Merchant shall use all means available to ensure that this data shall not be exposed to, or intercepted by, third parties.

12.2. The personal data regarding the Merchant himself or his employees are stored by KB SmartPay in one or more files, which may reside outside the EU. This data will be used by KB SmartPay for

preparing and managing its relationship with the Merchant, for the commercial purposes of KB SmartPay or its business partners, and for preventing and combating abuse.

12.3. The telephone conversations between the Merchant and KB SmartPay may be recorded or monitored by other employees or consultants of KB SmartPay who do not participate. In these conversations, for purposes of training and/or employee supervision. The Merchant can refuse this on a call-by-call basis.

13. PUBLICITY

13.1. The Merchant shall only use the name and logos of KB SmartPay and the Acquirer in a manner that does not harm KB SmartPay's or the Acquirer's image or reputation.

13.2. The Merchant shall comply with KB SmartPay's guidelines for publicity material and logos (of KB SmartPay, the Acquirer or the Card Schemes) on placed physical points of sale and websites of the Merchant.

14. ACQUIRING

This clause 14 only applies if acquiring services (i.e., payment instrument acceptance) are part of the Contract.

14.1. The Acquirer will assign one or more membership numbers to the Merchant. These membership numbers will be mentioned on the Order Form. The Merchant shall verify whether the membership numbers initialized in the online payment platform and payment terminal correspond with the membership numbers assigned by the Acquirer. If such would not be the case (which tends to particularly arise when commercial activities are being transferred), then the Merchant shall strictly refrain from accepting any transactions, and shall instead contact KB SmartPay first. The Merchant acknowledges that if it would nevertheless accept any transactions despite non-corresponding membership numbers, the transaction amounts may be transferred to a third party. The Merchant shall then be himself responsible for recovering these amounts from the third party.

14.2. The Merchant recognizes that, depending on the circumstances in which the Contract was agreed, it is possible

that the effective verification of the activities and risk profile of the Merchant will not be done until after the Contract was already agreed between the parties. The Merchant therefore accepts that KB SmartPay shall have the right to refuse the Merchant's subscription, and to terminate the Contract up to one month after it was initially agreed. KB SmartPay shall inform the Merchant about this refusal and termination within one month. During this period, the Acquirer will pay the Merchant all amounts for transactions accepted by the Merchant, to the extent the Merchant complied with the Contract.

14.3. The Merchant accepts to verify, not only after each installation and modification but also on a periodic basis, whether all of the Merchant's identification and payment data registered by the online payment platform (e.g., in transaction logs) and by the payment terminal (e.g., on the printed ticket) are correct. The Merchant accepts that every negligence in this regard may lead to incorrect payments to wrong accounts or third parties.

14.4. The Merchant shall define the bank account to which the transaction amounts need to be transferred. The bank account number that is mentioned by the Merchant on the Order Form can only be changed by following the procedure set forth in clause 10. KB SmartPay and the Acquirer shall not be responsible if the wrong bank account number was specified.

14.5. Any change of bank account must be immediately notified to KB SmartPay, in writing, by an authorized person. In case urgent changes to the bank account are required, the Merchant shall request KB SmartPay by phone to temporarily suspend payments until this new bank account is activated, to avoid that payments would be made to the wrong bank account. If KB SmartPay would have doubts about the request to change the bank account, then the Acquirer shall have the right to suspend the payments until KB SmartPay receives confirmation that the change request was indeed submitted by a duly authorized person.

14.6. The Merchant and/or his employees and/or assignees shall strictly refrain from entering the secret code of the card holder, confirming the amount to be paid, or cancelling a transaction. Only card holders themselves are allowed to perform these actions.

14.7. The Merchant shall verify the Acquirer's periodical payments as a duly responsible person (bonus pater familias), and shall immediately inform KB SmartPay about any (suspected) errors. Without prejudice to the generality of the foregoing sentence, KB SmartPay and the Acquirer shall not be liable for any interests on overdue or incorrect payments that could have been avoided if the Merchant had verified the Acquirer's payments as a duly responsible person.

14.8. If the Merchant would impose a price difference, additional charge, condition, obligation or special guarantee on the card holder at the moment a Card is offered, then such element shall be made sufficiently clear before the transaction is initiated and shall be commensurate to the transaction cost paid by the Merchant.

14.9. KB SmartPay has the right to separately charge any additional administrative or technical actions that would be required for the Merchant in relation to a payment transaction (e.g., for intervening in transaction disputes, for specific administrative modifications or rectifications, etc).

14.10. The Merchant shall visibly affix, at least at the entrance of his physical point(s) of sale, all the official logos of all the Cards indicated by him on the Order Form, so as to inform the public about all the Cards accepted by the Merchant for payment transactions. If such affixing is not possible (e.g., in case of distance sales or Internet sales), then the Merchant shall inform his customers by showing the logos and trade names on his catalogues, order forms and website (payment page and home page).

14.11. The Merchant shall obtain KB SmartPay's prior written consent for using the name and/or logo of KB SmartPay, the Acquirer or any Card Scheme / Card brand (e.g. Visa, Visa Electron, MasterCard, Maestro...) for any publicity purposes.

14.12. In addition to the termination reasons set forth in clause 2, KB SmartPay shall have the right to terminate the Contract:

- for convenience, immediately, without prior notice, when no transactions were performed by the Merchant during a period of twelve months;
- for cause, immediately, in accordance with the Termination Modalities, in whole or in part, when the Merchant does not comply with the PCI/DSS re-

quirements, or does not cooperate with any PCI/DSS related investigation performed by KB SmartPay, the Acquirer or any Card Scheme.

14.13. The Merchant shall immediately remove all publicity material and other Card Scheme related messages upon termination of the Contract.

14.14. The Merchant accepts that KB SmartPay and the Acquirer have the right to audit (or have audited) the activities of the Merchant for the purposes of KB SmartPay's and the Acquirer's risk management, e.g. to verify the financial health of the Merchant and/or the nature of the products/services being sold.

14.15. The parties recognize that, even after the effective termination of the Contract, reimbursements may take place (e.g., due to transaction disputes initiated by card holders) that relate to transactions performed during the term of the Contract.

15. MISCELLANEOUS

15.1. In the context of the applicable anti-money laundering legislation (such as Act no. 253/2008 Coll.), the Merchant shall take all relevant actions requested by KB SmartPay or the Acquirer, such as the submission of a copy of the identity card of the manager, or the company's articles of association. KB SmartPay has the right to either terminate the Contract for cause, or to suspend all payments due to the Merchant in the context of the Contract until the Merchant has complied with all the obligations imposed on him by said legislation. KB SmartPay or the Acquirer will, to the extent possible, notify the Merchant of its failure to comply with said legislation in advance of the termination of the Contract or the suspension of payment.

15.2. If KB SmartPay or the Acquirer need to undertake any additional actions to ensure the compliance of the Merchant with the applicable rules and legislation (such as the anti-money laundering legislation or the Payment Scheme rules) caused by the actions or omissions of the Merchant, then KB SmartPay or the Acquirer shall have the right to invoice any costs associated with these additional actions.

15.3. The Merchant engages carefully read all technical documentation (such as the PCI/DSS requirements, manuals, usage guidelines for certain products,

etc.), which is deemed to form a part of the Contract. The Merchant has a right to request from the Acquirer the contents of the Contract as well as relevant information set out in Sections 134 to 139 of the Czech Payment Act.

15.4. Except where explicitly mentioned otherwise on the Order Form, all delivery terms, installation terms and implementation terms of KB SmartPay and the Acquirer shall be merely indicative.

15.5. The Merchants agrees that KB SmartPay and the Acquirer have the right to transfer the Contract to any of its affiliated.

15.6. The Acquirer and the Merchant assume the risk of changed circumstances with respect to rights and duties of contracting parties arising under the Contract and also rule out the application of the provisions of Section 1765(1) and 1766 of the Czech Act no. 89/2012, the Czech Civil Code ("Czech Civil Code") to their contractual relationship established under the Contract.

15.7. The provisions of Sections 1799 and 1800 of the Czech Civil Code on adhesion contracts shall not apply to the contractual relation established on the basis of the Contract.

15.8. The Merchant is not considered to be a weaker party (in Czech slabší strana) in relation to the Contract.

15.9. The parties represent that:

- they are not aware of another party misusing its quality of an expert or its economic position when concluding the Contract; and
- they consider the mutual rights and obligations agreed upon in the Contract as equal.

16. APPLICABLE LAW AND COMPETENT COURT

16.1. The Contract shall be subject to Czech law.

16.2. In case of any dispute arising under the Contract, the parties undertake to primarily settle such dispute amicably by negotiation in good faith. In case the parties would not be able to amicably settle such dispute, a competent Czech court shall handle the dispute.

16.3. In case the parties would not be able to amicably settle a dispute, the Merchant may file a complaint to the Czech Financial Arbitrator (in Czech Finanční arbitř) or the Czech National Bank (in Czech Česká národní banka).

17. DEFINITIONS

- **Business Day:** every day except Saturdays, Sundays and public holidays in the Czech Republic.
- **Card:** every physical payment card that can be used to perform payment transactions, e.g. a Visa or MasterCard credit card, a V-Pay card and/or a Maestro debit card.
- **Card Scheme:** the set of rules, practices, standards and/or implementation guidelines for the execution of payment transactions, and includes any specific decision-making body, organization or entity accountable for the functioning of the scheme. Examples are Visa and MasterCard.
- **KB SmartPay:** the commercial name under which Worldline Czech Republic s. r. o., Rohanské nábřeží 670/17, 186 00 Praha 8 - Karlín, operates. Website: www.kbsmartpay.cz

- **Order Form:** the dedicated form (possibly including annexes) that can be used by the Merchant to order KB SmartPay's and the Acquirer's products, software or services. In complex or large contracts, it may happen that the form is replaced by a more expanded specific document. Over the course of time, multiple Order Forms can be agreed, for example to deal with changes or complementary orders.

- **Price List:** www.kbsmartpay.cz

- **Termination Modalities** means that a party shall have the right to terminate the Contract for cause or for convenience, without involvement of a court, by notifying the other party in writing, without any compensation being due. The Merchant accepts that there may exist reasons (e.g., anti-money laundering related) why KB SmartPay will not motivate the termination.

- **Worldline:** Worldline NV/SA Haachtsesteenweg 1442, 1130 Brussels - VAT O418.547.872; Worldline NV/SA is Licensed as a Payment Institution in Belgium and duly authorized to operate as an acquirer in the Czech Republic. Worldline NV/SA is regulated by the National Bank of Belgium www.nbb.be. Website: www.worldline.com