

READY2PAY TERMS OF SERVICE

These Ready2Pay terms of service are integral part of Provider's general terms of service. These Ready2Pay terms of service govern the use of Ready2Pay services by the Customer if such services are ordered by the Customer. Except as otherwise provided in the Terms, when both parties sign the Order for Ready2Pay services, it shall be considered that the parties enter into a separate agreement on provision and use of Ready2Pay services. Such agreement is independent on the agreement on provision and use of other Ready2Wash services.

An integral part of the Ready2Pay Agreement are these Ready2Pay terms of service and to the extent such other terms are not in conflict with these Ready2Pay terms of service, also Ready2Wash general terms of service (especially the provisions on term and termination, limitation of liability, indemnity, final provisions) and other documents which form a part of agreement on use of Ready2Wash. In case of any inconsistency between the general terms of service and these Ready2Pay terms of service, these Ready2Pay terms of service shall prevail.

Customer may use Ready2Pay for MobileApp only if the Customer has created a user account in the MobileApp, in which case the Customer must have also agreed to MobileApp Terms of Use available at Ready2Wash Mobile app. Therefore, if any issues are not covered by the Terms, they may be covered by MobileApp Terms of Use. The use of the POS Terminals is mainly covered by Adyen Terms, especially the *Schedule - Payment Terminal Services*.

1. DEFINITIONS

- 1.1. **Adyen** is a company called Adyen N.V., with registered office in the Netherlands, Simon Carmiggeltstraat 6-50, 1011 DJ, Amsterdam, registration number: 34259528.
- 1.2. **Adyen Payment Services Agreement** is an agreement for the provision of payment services (Adyen Services) between the Customer and Adyen, which includes, but is not limited to, the Adyen Terms.
- 1.3. **Adyen Platform** is a platform operated by Adyen used to process payments and through which Adyen provides the Provider and the Customer with the Adyen Services.
- 1.4. **Adyen Services** are payment services provided by Adyen on the basis of the Adyen Terms. Adyen Services are described in detail in Section 2.3.
- 1.5. **Adyen Terms** are the *Adyen For Platforms Terms & Conditions* available at <https://www.adyen.com/legal/terms-and-conditions> including the *Schedule - Payment Terminal Services* available at https://www.adyen.com/cs_CZ/legal/schedule-payment-terminal-services.
- 1.6. **Chargeback** is the return of money at the request of the account holder or card issuer in accordance with the relevant rules of the payment system, resulting in the cancellation of the original transaction under which the Customer were paid or should have been paid.
- 1.7. **Client** is a client of the Customer.
- 1.8. **Customer** refers to legal entity or entrepreneur, who is a customer of Ready2Wash services including the Ready2Pay. If the Customer uses the Ready2Pay services and Adyen Services as a legal entity, then the person representing the Customer, as an individual, represents that it has authority to bind that entity to the Ready2Pay Agreement and "Customer" also refer to that entity.

- 1.9. **Customer's account** is the account of the Customer on the Adyen Platform.
- 1.10. **Customer's funds** are monetary funds transferred through the Adyen Services from Client's payment accounts to Customer's account provided by Adyen.
- 1.11. **Fee** is Provider's remuneration for providing the Customer with the opportunity to use the Adyen Services which is included in the total subscription fee for provision of Provider's services detailed in the Order.
- 1.12. **List of prohibited and restricted products and services** is Provider's list of Prohibited Products and Services available at <https://www.ready2wash.com/ready2pay/list-prohibited> and Adyen's list of Prohibited and Restricted products and services available at <https://www.adyen.com/legal/list-restricted-prohibited>.
- 1.13. **MobileApp** is Provider's marketplace where different Customers can offer services of their car wash services.
- 1.14. **Order** is an order for Ready2Wash services, including Ready2Pay, MobileApp etc. which shall be concluded upon signature by the Customer and the Provider or through Provider's website.
- 1.15. **POS Terminal** is a device designed to submit POS Transactions to Adyen by reading the relevant data on the Client's card, registering the approval of the Client for the transaction, encrypting the payment details and sending them via the public internet to Adyen for processing. POS Terminals are physically located at the location of Customer's car wash sites in order to allow Clients to pay for Ready2Wash services by their credit/debit cards in person.
- 1.16. **POS (Point of Sale) Transaction** is transaction submitted for processing by a Client via a POS Terminal where the Client is physically present at the location of the POS Terminal.
- 1.17. **Price List** is the price list available in the Service Order form (approved and signed by the Customer) which will tell the Customer the amount of any imposed fee in regard to Ready2Pay services.
- 1.18. **Provider** is a company **Ready2Wash s.r.o.**, with registered office at Rybná 682/14, Staré Město, 110 00 Praha 1, ID number: 05335507, incorporated under the laws of the Czech Republic, registered in the Commercial Register at the Municipal Court in Prague under file no. 261957.
- 1.19. **Ready2Pay** services are in particular the technical services provided by the Provider to the Customer on the basis of these Terms. Ready2Pay services are defined in more detail in Sections 2.1.-2.2.
- 1.20. **Ready2Pay Agreement** is an agreement for the provision of Ready2Pay services concluded between the Provider and the Customer.
- 1.21. **Refund** is a (partial) return of monetary funds to the account holder upon Customer's request, most commonly when the Customer discovers, after Client made a payment, that the Customer cannot deliver the services.
- 1.22. **Scheme Owners** are parties regulating and providing specific payment methods (card associations, companies and card issuers, e.g. VISA, MasterCard).

- 1.23. **Scheme rules** is a collective set of bylaws, rules, regulations, operating rules, procedures and/or waivers issued by Scheme Owners which may be amended or supplemented over time and which the Customer must comply with when using the relevant payment method.

2. **READY2PAY SERVICES**

- 2.1. Services. The scope of Ready2Pay services includes especially:

- a) enabling the Customer to request Adyen to provide the Customer with the Adyen Services, i.e. to undergo Adyen's on-boarding process, which may result in the conclusion of an Adyen Payment Services Agreement;
- b) technical services in regard to Customer's accounts created for use of Adyen Services in order to receive payments from Clients through Provider's MobileApp and leased POSs used by the Customer,
- c) provision of Level 1 and Level 2 support for the use of the Adyen Services (respectively provision of Level 1 support for POS, unless agreed otherwise in the Order) more detailed in the Documentation (in the meaning of general terms of service),
- d) provision (lease) of POS Terminal devices to the Customer to enable POS Transactions,
- e) provision of support for the use of POS Terminals used for making POS Transactions in accordance with Adyen's Terms.

- 2.2. Nature of service. Ready2Pay are technical services within the meaning of Section 3(3)(g) of the Czech Act No. 370/2017 Coll., on payment operations, as amended, which support the provision of payment services by Adyen. Ready2Pay are therefore not payment services. The Provider does not arrange for the transfer of monetary funds within Ready2Pay, the Customer's monetary funds or monetary funds of Clients that are the subject of payment do not pass into Provider's possession. Neither is the Provider providing indirect payment orders or payment account information services.

- 2.3. Adyen payment services. All payment services are provided by Adyen under the Adyen Services, independently of the Provider. The Adyen Services consist, for example, of making transfers of monetary funds from Client's payment accounts to Customer's virtual account held by Adyen. Or making payments of monetary funds from Customer's Adyen-maintained virtual account to a bank account designated by the Customer in accordance with a frequency specified by the Customer. The Adyen Services are governed by a separate Adyen Payment Services Agreement between the Adyen and the Customer. In the Adyen Payment Services Agreement, the Customer will learn, for example, how Chargebacks, Refunds, transaction confirmations or withdrawals of Customer's funds are handled.

3. **ORDER AND ONBOARDING PROCESS**

- 3.1. Onboarding. Ready2Pay can be used by anyone who has created a user account in the MobileApp as well as by anyone using POS Terminal for POS Transaction. Technical details for POS Terminals, their order and use are detailed in the Order and respective Documentation (as defined by the Terms). However, the provision of the Adyen Services is regulated by regulations especially in the field of AML, payment services, KYC requirements of financial institutions and payment method providers. Therefore, before

starting to use them, the Customer must undergo the onboarding process specified later in this article. This consists in particular of providing Adyen with the requested information. Successful completion of the onboarding process may result in Adyen entering into the Adyen Payment Services Agreement with the Customer. Nevertheless, the Customer doesn't have to worry about any complicated paperwork, as the Customer can conveniently provide the necessary information to Adyen within Ready2Pay.

- 3.2. Customer's details. For this purpose, the Provider will need the Customer to fill in the information set out in Section 5.4 below or, if the Customer has already provided them to the Provider earlier, the Customer shall confirm or modify them.
- 3.3. Scope of services. The Customer may only use the Adyen Services to accept payment for Products and Services specifically provided by the Customer and for which the Customer wishes to use the Adyen Services. The Provider therefore needs the Customer to tell the Provider the type of Products and Services the Customer provides. In the event that the type of Products or Services provided changes in any way in the future, the Customer must notify the Provider within 3 days of such change. The Provider will notify the Customer of this fact as part of the onboarding process and have the Customer confirm that the Customer have been made aware of it.
- 3.4. Order. To order and use Ready2Pay and Adyen Services, the Customer must, especially:
 - a) sign the Order,
 - b) agree with the Terms, especially with the Adyen Terms and Conditions and the List of Prohibited Products and Services by signing the Order
 - c) fulfil all onboarding obligations.
- 3.5. Order of Adyen services. Signing the Order by both parties means that both orders are placed, namely for Ready2Pay and Adyen Services. By signing the Order, the opportunity to use the Adyen Services is also provided by Provider. The Terms are always current on the date of signing, but the Provider may change them over time. The current Terms, especially Adyen Terms are always available on the Adyen website as linked above. By signing the Order the Ready2Pay Agreement to provide Ready2Pay services is concluded, however signing the Order by both parties does not constitute acceptance of an order for Adyen Services. Provider shall forward the order to Adyen without undue delay, no later in 1 business day.
- 3.6. Discretion of Adyen. Please note that Adyen is not obliged to enter into the Payment Services Agreement with the Customer. Adyen may decide at any time, even without giving any reason, to refuse to conclude the Payment Services Agreement with the Customer. If such a case arises, the Provider will inform the Customer.
- 3.7. Conclusion of agreement with Adyen. If Adyen finds that the onboarding process has gone well, Adyen will confirm the order for Adyen Services within 5 days of the order being placed and this confirmation will result in the conclusion of the Adyen Payment Services Agreement. The Provider will inform the Customer of this by sending to the Customer a confirmation email.
- 3.8. Extra information. Instead of confirming the order or refusing to conclude the Adyen Payment Services Agreement, Adyen may request completion or correction of the information provided. If this happens,

the Provider or Adyen will contact the Customer. Once the information has been completed, the procedure in paragraphs 3.6 – 3.8 is repeated.

4. PRICE OF ADYEN SERVICES AND READY2PAY

- 4.1. Price for Ready2Pay. Unless provided otherwise in the Order the price for the use of Ready2Pay service is already included in the price of a subscription for the use of Ready2Wash services.
- 4.2. Fee for Adyen Services. Adyen does not charge the Customer any price for Adyen Services. However, the Provider is entitled to a remuneration for brokering the Customer with the opportunity to use the Adyen Services (the Fee). Unless the parties agree otherwise, the following special provisions shall apply to the Fee:
 - a) the Fee is based on the value and number of payments made through the Adyen Services and the number of settlements of Customer's funds, Refunds and Chargebacks. It may also depend on what Ready2Wash services is the Customer subscribed to.
 - b) the amount of the Fee shall be agreed in the order form or set out in the Provider's Price List
 - c) the Provider may introduce any additional Fees regarding Ready2Pay at any time, the respective amounts will be set out in the Provider's Price List. Process described under 10.1 will be used for such changes.
 - d) Customer explicitly acknowledges, that in the event of a Chargeback or Refund, the Provider will not refund the Fee to the Customer as the Provider has properly brokered opportunities for the Customer to use the Adyen Services. The Provider will not refund the Fee even if the Chargeback was incorrectly made. The Customer must then, if applicable, claim the refund directly from the Client.
 - e) the Provider shall be entitled to payment of the Fee at the time each individual payment (such as Customer's funds settlement, Refund or Chargeback, as applicable) is made through the Adyen Services. In accordance with the frequency of settlement of Customer's funds by Adyen to Customer's bank account as selected by the Customer, the Provider will send to the Customer a statement of the payments made (such as Customer's funds settlements, Refunds or Chargebacks, as applicable) together with the amount of Provider's Fee. The Provider will have access to the list of all transactions made in the Adyen Services by the Customer in the administration.
 - f) the Fee will be deducted automatically. The Customer does not have to pay the Provider anything on the basis of the statement. The Customer expressly agree to the procedure set out in this paragraph and that the Provider may instruct Adyen to charge the Provider's Fee.

5. SPECIAL PROVISIONS REGARDING ADYEN

- 5.1. Availability at Adyen's discretion. The Provider will provide the Customer with support and advice when using the Adyen Services. However, due to the specifics of the Adyen Services, the Provider is unable to guarantee their availability to the Customer. Please note that Adyen may restrict or suspend the provision of the Adyen Services at any time, including without giving any reason and without any obligation to provide any compensation. However, the Provider will always notify the Customer of any restriction or

suspension.

- 5.2. Permissions. As part of Ready2Pay services is the provision of customer support, reporting and other services for which the Provider needs to know about payments made, the Customer gives the Provider permission to access the payment data so that the Provider can pass them on to Adyen and the Customer consents that the Provider may be using them for the purpose of providing Ready2Pay, namely Provider may set up account on Adyen Platform for the Customer, obtain reporting data to provide them to the Customer, access transaction level data enabling the Provider to provide support on the level of individual transaction, change user setting with respect to Adyen services on behalf of the Customer (e.g. change fraud control setting). In addition, the Customer agrees to provide the Provider with any other information that Provider requests in order to provide Ready2Pay services.
- 5.3. Representation. By entering into the Ready2Pay Agreement, the Customer agrees that the Provider will act as Customer's representative in dealing with Adyen. To this end, the Customer authorises the Provider to represent the Customer in all legal matters and in all dealings with Adyen relating to Customer's use of the Adyen Services, in particular to provide Adyen with requested information and documents, to access Customer's data processed by Adyen and to give instructions to Adyen on Customer's behalf in relation to the provision of the Adyen Services, in particular the settlement of funds and the setting up of the fraud detection tool. Any actions the Provider takes with respect to Adyen in connection with Customer's use of the Adyen Services will be deemed by Adyen to have been taken by the Customer, through authorization from the Customer.
- 5.4. AML, KYC information. Upon request, the Customer is obliged to provide the Provider and/or Adyen with the information set out in the table below. The extent of this depends on whether the Customer is an individual (entrepreneur) or a legal entity and what is Customer's cumulative volume of payments processed through the Adyen Services as defined in the Adyen Terms. The Customer must comply with the obligation to provide the information to the Provider and/or Adyen within 14 days of reaching the relevant level described in the table. The Provider will notify the Customer before the Customer reaches the next level and also provide the Customer with a link to the Adyen Platform interface through which the Customer can upload the required information directly to Adyen without need of having the Provider to access it. The Customer will inform the Provider of all communication regarding these documents with Adyen unless the Provider was in a copy of such communication (especially when Adyen asks Customer for additional documents directly).

Cumulative payment volume reached in EUR from the commencement of Ready2Pay Agreement	Customer's details – Individual (entrepreneur)	Customer's details – Company
Tier 0 0,- EUR	<ul style="list-style-type: none">• First and last name, e-mail, Country• And possibly other details based on Terms	<ul style="list-style-type: none">• Legal Business Name, e-mail and country• UBO/Representative/Signatory details: First and last name, Country, UBO type: owner or controller, job title (unless UBO type is owner)

		<ul style="list-style-type: none"> • And possibly other details based on Terms
Tier 1 0.01-999.99 EUR	<ul style="list-style-type: none"> • Address, date of birth, • Phone number, bank account details, ID number (Applicable for IT) 	<ul style="list-style-type: none"> • Doing business as [optional] • UBO/Representative/Signatory details: Address, date of birth, ID number (Applicable for IT) registered address, principle place of business address (if different from registered address), business registration number, bank account details, Phone Number, Tax ID (if different from registration number), • Stock exchange and ticker (Parent company information required for companies owned by publicly listed companies)
Tier 2 1,000 – 4,999.99 EUR	<ul style="list-style-type: none"> • Photo ID (if individual cannot be verified based on provided details) 	<ul style="list-style-type: none"> • Company registration document (if individual cannot be verified based on provided details)
Tier 3 5,000 and more EUR	<ul style="list-style-type: none"> • Bank Statement (if the account cannot be verified based on provided details) 	<ul style="list-style-type: none"> • Bank Statement (if the account cannot be verified based on provided details)

- 5.5. Non-provision of information sanctions. Once the Customer has reached any of the above tiers, Adyen may refuse to settle Customer's funds until the Customer has provided Adyen with and Adyen has verified the details associated with that tier. If the Customer does not provide the information even within 30 days of reaching the applicable tier, Adyen may suspend the provision of Adyen Services (i.e., no payments can be made). And if the Customer does not provide the information even within 42 days of reaching the applicable tier, Adyen may terminate the provision of Adyen Services and return any Customer's funds which were not yet settled to the Customer by that time to the Clients.
- 5.6. Additional information. If there is any change in the law that requires the Provider or Adyen to require the Customer to provide any additional information or documents, the Customer shall provide the Provider with such information or documents upon Provider's written request and within a time period specified by the Provider. Customer notes, that until the Provider receives such information or documents, Adyen may suspend the provision of the Adyen Services (i.e. no payments may be made) or terminate the provision of the Adyen Services.
- 5.7. POS Terminals responsibilities. The POS Terminals are leased to the Customer. The Provider and the Customer agreed that following activities and responsibilities are responsibilities of the Customer. To access and use the Adyen Services, the Customer must in operating and using the POS Terminal:
- ensure that the POS Terminal is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner;
 - make no alteration to the POS Terminal and not remove any component(s) from the POS Terminal

without the prior written consent of Adyen;

- c) permit Adyen or its duly authorized representative to inspect the POS Terminal at all reasonable times, subject to reasonable notice and during reasonable working hours at the relevant location;
- d) not, without the prior written consent of Adyen, allow any third party to use the POS Terminal or submit POS Transactions via the POS Terminal on behalf of a third party. The POS Terminal may only be used by the Customer to submit POS Transactions to Adyen in its own name and for the business it registered for when entering into the Adyen Payment Services Agreement;
- e) comply with the relevant usage manuals for the POS Terminals and the POS services of Adyen in general (in case the Customer does not have an access to them, the Provider will provide them to the Customer upon Customer's request), including in particular:

the manual of the particular type of POS Terminal;

the Network Requirements Manual for POS Terminals to ensure IP connectivity for the POS Terminals to enable their proper functioning; and

the Payment Security Manual which provides guidelines to assist the Customer in safe and secure use of the POS Terminal and POS services of Adyen in general;

- f) comply with PCI DSS security requirements imposed by the Card Schemes in handling and using POS Terminals and on Adyen's request fill out Self- Assessment Questionnaires ('SAQs') prescribed by the Scheme Owners under applicable PCI DSS regulations to confirm such compliance;
- g) follow the Scheme Rules in operating the POS Terminals to submit POS Transactions;
- h) keep the software of POS Terminals up-to date following the instructions in *Schedule – Payment Terminal Services*; and
- i) to return or allow the return of the POS Terminals to Provider or Adyen upon termination of the Ready2Pay Agreement

6. RENTAL

- 6.1. Rental conditions. If the parties agree on provision of POS Terminal, the Customer shall operate the POS Terminal in a careful and proper manner. Customer's use of the POS Terminal must comply with all laws, ordinances and regulations relating to the possession, use and maintenance of the POS Terminal, including registration and licensing requirements, if any. Customer shall not sell, rent, lease, or loan the POS Terminal to third parties. Customer shall make no alterations to the POS Terminal without Provider's prior written consent. Customer may not (and may not permit any other person to), access or use the POS Terminal except as expressly permitted by the Ready2Pay Agreement.
- 6.2. Location and transport. POS Terminal will be commissioned by the Provider (or a third party chosen by the Provider) in the location of Customer's Car Wash defined in this Order. Customer may not remove the POS Terminal from the premises without Provider's prior written consent. No later than on the last day of the term of the Ready2Pay Agreement, the Customer is obliged to enable the Provider (or a third party

chosen by the Provider) to uninstall and pick up the POS Terminal.

- 6.3. Protection, Damage. Customer shall implement all reasonable measures to protect the POS Terminal from damage, loss, or destruction. Customer shall in particular, but not exclusively, monitor the use of the POS Terminal and ensure the security of the location of the POS Terminal. Unless otherwise provided herein, the Customer is responsible for all damage and losses to the POS Terminal and shall pay all damages and repair costs to the Provider on request. In the event that the POS Terminal becomes impossible to use for its purpose, the Customer shall inform the Provider without undue delay.
- 6.4. Inspection. Provider may inspect or instruct a third party to inspect and the Customer shall provide access to the premises where the POS Terminal is located.
- 6.5. Ownership. At all times, the POS Terminal remains in the ownership of the Provider.

7. SPECIAL PROVISIONS ON LIABILITY

- 7.1. Requirements. As the Provider has stated above in these Terms, the Adyen Services are governed by regulations relating to AML (“anti-money laundering”), the provision of payment services (by Adyen under its licence), KYC (“know your customer”) and other requirements of financial institutions and payment method providers (Scheme Owners). Therefore, Customer’s use of the Adyen Services is also subject to increased legal requirements. Although many of these arise directly from the law, the Adyen Payment Services Agreement and the Adyen Terms, and the Customer is obliged to follow them in full, the Provider summarises at least the main ones in this Article.
- 7.2. Obligations. The Customer agrees not to use the Adyen Services to sell products or services listed on the List of prohibited and restricted products and services or any other product or service which would violate applicable law or any Scheme Rules. Further, the Customer may not use the Adyen Services to sell products or services other than those specified by the Customer in the Order. The Customer may also not use the Adyen Services to sell products or services sold by a third party or in a manner that would breach the security of Customers clients’ payment cards. The Customer must use the correct MCC Code (Merchant Category Code) where applicable, comply with the Adyen Payment Services Agreement and Customer’s other agreements with Adyen, the Scheme Rules and other applicable law when using the Adyen Services. The Customer may not copy, capture or intercept any payments details of its Clients such as credit card numbers, CVM Codes, “PIN” codes etc. The Provider may monitor Customer’s compliance with Customer’s obligations under this section through Provider’s internal systems. If the Provider determines that the Customer is using the Adyen Services in breach of this section, the Customer will pay to the Provider a contractual penalty of CZK 100,000.
- 7.3. Security obligations. The Customer is obliged to take such security measures to ensure that Customer’s s Clints’ payment cards or payment card details cannot be misused. In this context, the Customer declares that the Customer complies and will comply throughout Customer’s use of the Adyen Services with the PCI DSS Standards available in the original version at https://www.pcisecuritystandards.org/document_library. To confirm compliance with the PCI DSS Standards, the Customer is required to complete the so-called SAQ questionnaire. Without completing it, it will not be possible to complete the process of concluding the Adyen Payment Services Agreement. The Customer grants the Provider the full authority to complete and confirm the first SAQ Questionnaire on

Customer's behalf, but the Customer remains fully responsible for compliance with the PCI DSS Standards. The SAQ questionnaire must be completed again each year thereafter, these additional completions are no longer covered by the authorisation and the Customer must complete the questionnaire on its own.

- 7.4. Cards data security. Within the Adyen Services, Customer's Clients will also be able to save their credit card details so that they do not have to re-enter them each time. However, the Client must always enter the CCV code and some of the payment option will require verification via 3D secure. The Customer must properly inform the Client about the fact that Clients can save the card details and also that they can always delete these saved details. The Provider does not have access to the payment card data.
- 7.5. Prevention. The Customer has a duty under Customer's legal and contractual obligations to prevent payments made using the Adyen Services from being fraudulent or giving rise to a criminal offence. The Customer also has a duty to prevent, by all means possible, the laundering of the proceeds of crime and the financing of terrorism through the Adyen Services. The Customer shall note that if Adyen or the Provider suspect that the Adyen Services are being used in the above manner, Adyen is entitled not to process the suspicious payments and to report this suspicion to the relevant authorities. If it is proven that payments made using the Adyen Services were fraudulent or resulted in a criminal offence or that the proceeds of crime or terrorist financing were laundered through the Adyen Services, the Customer will pay the Provider a contractual penalty of CZK 100,000.
- 7.6. Funds settlement rights. In the Adyen Terms Customer will find out how the Customer can set up Customer's funds to be settled into Customer's bank account. By entering into the Ready2Pay Agreement, the Customer gives the Provider permission to change the intervals of settlements of Customer's funds on Customer's behalf. If Adyen makes a Chargeback from Provider's funds (for example, due to insufficient balance of Customer's funds), the Customer will reimburse the Provider for such funds (and any possible fees or charges connected to it) upon Provider's written request within 24 hours of receipt of such request. In the event of a delay in replacing them, the Customer shall pay to the Provider a penalty of 0.5% of the amount due for each day of delay.
- 7.7. Chargebacks. In order to minimise the number of instances where Adyen requires the Provider to pay Chargebacks and other charges on Customer's behalf, in the event of a Client's return or claim for products and services, the Customer is required to return the monetary funds received through the Adyen Services in the same manner in which the Customer received them. In the event that card payment has been selected as the method of payment, the Customer must make a Refund in the same manner and not to refund by bank transfer or cash.
- 7.8. Archiving. For claims purposes, the Customer is required to keep the documents relating to the transaction (invoice, delivery note, etc.) for 3 years from the date of the transaction. The Customer shall deliver the documents to the Provider at Customer's own expense on request within 3 working days of receipt of Provider's written request. If the documents are not in Czech or English, the Provider may ask the Customer to translate them into Czech or English at Customer's expense. The Provider are entitled to share the documents provided by the Customer with Adyen, card associations and credit card companies or issuers.
- 7.9. Scheme Rules. The Provider strongly recommends to the Customer to get familiarized with the current

Scheme Rules and regularly check for changes. For more information on the Scheme Rules, the Customer may visit for example: <https://www.mastercard.us/content/dam/mccom/global/documents/mastercard-rules.pdf> or <https://www.visa.co.uk/about-visa/visa-in-europe.html#2>.

7.10. Penalties and reimbursement. If the Customer uses the Adyen Services in breach of the Terms, the Adyen Payment Services Agreement, the Adyen Terms and Customer's other agreements with Adyen, the Scheme Rules or other applicable laws and agreements, subject to penalties may not only be the Customer, but also the Adyen and the Provider (in particular under the relevant agreements the Provider has entered into with Adyen). These sanctions may be imposed for example, but not limited to, for using the Adyen Services to pay for products and services other than those expressly approved in advance, products and services prohibited by law or Scheme rules (e.g. weapons or drugs), using payment methods for the benefit of a third party/reselling the use of payment methods to third parties (permission to use payment services from Customer's side is only linked to the Customer), misuses of payment details of the Clients, excessive Chargebacks, violation of security rules or confidentiality of Client's payment data or fraudulent behaviour towards Clients or use of POS Terminals in violation of any POS Terminals responsibilities listed above. The amount of these penalties can range from hundreds of thousands to dozens millions of Czech crowns per violation. If the Provider is obliged to pay any penalties or damages to Adyen or other third parties as a result of Customer's use of the Adyen Services in breach of the Terms, the Adyen Payment Services Agreement, the Adyen Terms other agreements the Customer has with Adyen, the Scheme Rules or other applicable laws and agreements, the Customer will indemnify the Provider for such penalties and damages, in particular by paying the respective amount in the relevant currency directly to the entity specified by the Provider upon written demand by the Provider within 5 days of such demand. In addition, the Customer shall provide the Provider with all cooperation to investigate the circumstances relating to Customers compliance with the Scheme Rules, the Terms and Conditions, the Adyen Payment Services Agreement, the Adyen Terms or Customer's other agreements with Adyen and to remedy any breach thereof.

8. SPECIAL PROVISIONS ON LIMITATION OF LIABILITY

8.1. Limitation of liability. The Provider will not be liable for any damages incurred by the Customer, including lost profits, or any other loss or defect caused by:

- a) defects in the Ready2Pay or Adyen Services if caused by the Customer, third parties or force majeure events,
- b) the input of incorrect data or files into Ready2Pay or the Adyen Services or Customer's misconduct,
- c) interference by the Customer or third parties with the system software and environment of Ready2Pay or Adyen Services,
- d) improper functionality of the hardware, operating system or network or caused by third party programs that run concurrently with software supplied by the Provider,
- e) loss or corruption of data due to improper operation by Customer's administrator, server hacking or Customer's failure to comply with security standards customary in the operation of internet hosting,

- f) infringement of intellectual property rights caused by the Customer,
- g) the Customer to its goodwill, reputation, savings, sales or profits,
- h) for any other reason, no matter whether or not caused by the Provider.

8.2. Report of defects. The Customer must report any defects in Ready2Pay services to the Provider within 2 days of the commencement of their provision (in the event that the Provider make a feature available to the Customer later, within 2 days of it being made available to the Customer) via e-mail ticketing system. Then just fill in and submit a ticket with the basic information. The Customer waives the right of defective performance within the meaning of the provisions of the Civil Code.

8.3. Indemnification. The Customer agrees to indemnify the Provider and hold him harmless against all claims, sanctions, penalties, damages or other harm and other costs, including costs of out-of-court proceedings, legal representation, proceedings before courts or administrative or other authorities, fines and penalties, in particular for:

- a) any of the above requested or claimed by any government authority, Adyen or Scheme Owners;
- b) payment of value added tax or other tax or fees related to the sale of products and services through the Adyen Services or the provision of Ready2Pay, any other taxes or levies including penalties, interests, surcharges and
- c) payments done by the Provider to Adyen for repairs of defects of POS Terminals, especially when caused by out-of-scope causes under the *Schedule - Payment Terminal Services*,
- d) any amounts (including, but not limited to, Refunds or Chargeback fees) that the Provider is required to pay to Adyen on Customer's behalf due to insufficient funds in Customer's Adyen account,

brought against the Provider or Adyen by a third party due to a breach of the provisions of the Terms, the Adyen Payment Services Agreement, the Adyen Terms or Customer's other agreements with Adyen, the Scheme Rules or other applicable laws and agreements, whether by the Customer or by another person to whom the Customer has provided access to Ready2Pay or the Adyen Services. The Customer agrees to prevent any of the foregoing claims from being brought against the Provider or Adyen. The Customer further agrees to conduct, at Customer's own expense, out-of-court negotiations with the third party and to defend the Provider in any court, arbitration or other proceedings against the above claims. The Customer must not agree to any settlement of the above claims without first obtaining Provider's written consent.

8.4. Due date of penalties and indemnifications. All contractual penalties and indemnifications set out in the Terms are payable at the time of the breach of the obligation to which they relate and may be applied by the Provider in respect of each individual breach of the obligation to which they relate. Their payment is without prejudice to any right to full compensation for damages.

8.5. Set off. Provider shall be entitled at any time to set off any claims the Provider may have against any claims the Customer may have against the Provider or Customer's funds, whether or not such claims are due and payable, and irrespective of their currency or the legal relationship from which they arise. To this end, Adyen may, at Provider's direction, deduct Provider's claims from the settlement of Customer's

funds by Adyen to Customer's bank account and the Customer will be paid an amount equal to Customer's funds minus Provider's claims. The Customer expressly agrees to the procedure set out in this paragraph and that the Provider may instruct Adyen to charge Provider's claims from Customer's funds. Offsetting is also possible against a claim which is not due and payable.

- 8.6. Collection. If the Customer fails to perform any of Customer's obligations under these Terms and Conditions on time and in full, the Provider may hand over the claim(s) to a third party for proper recovery in full, including any claims arising from the collection of the claim or assign the claims.

9. TERMINATION

- 9.1. Termination. Termination of the Ready2Pay Agreement does not automatically terminate the agreement for the Adyen Payment Services Agreement. Either party may terminate the Ready2Pay Agreement by giving 2 months' notice. Customer must give such notice in writing by email from the Customer's contact e-mail address. If the Customer uses a different email address, the notice will not be valid. The notice period begins on the first day of the month following the month in which the notice is delivered to the other party.
- 9.2. Other termination grounds. The Provider may further terminate the Ready2Pay Agreement with immediate effect if:
- a) the Customer is in breach of any agreement concluded with the Provider or the Provider has a material suspicion that the Customer is in breach of the Ready2Pay Agreement or any part of the Terms, the Adyen Payment Services Agreement or any of Customer's other agreements with Adyen, the Scheme Rules or other applicable law;
 - b) as Ready2Pay relies significantly on the Adyen Services, if the relationship between the Provider and Adyen is terminated and, for example, the Provider is no longer able to broker the provision of the Adyen Services, or if Adyen ceases to provide the Adyen Services or terminates the Adyen Payment Services Agreement;
 - c) the Customer is in default in the payment of any amount for more than 14 days;
 - d) the Ready2Wash Agreement is terminated, or
 - e) The Customer enters into liquidation, are placed into administration, are the subject of insolvency proceedings, or Customer's application for insolvency proceedings has been dismissed or enforcement proceedings have been initiated.
- 9.3. Persisting provisions. Termination of the Ready2Pay Agreement for any reason will not affect the Customer's obligation to pay the Provider any applicable fee and any other amounts charged to the Customer (such as any third party penalties the Customer is required to pay under section 6.10, indemnification under section 7.3 or other reimbursements). Further, termination of the Ready2Pay Agreement shall not affect the duration of the provisions of Article 7 and the Customer's obligation to pay the liquidated damages agreed in these Terms (even if the breach of the relevant provisions of the Terms sanctioned by liquidated damages is not discovered until after termination of the Ready2Pay Agreement).