

General Terms and Conditions of Netera Systems s.r.o.

I. General provisions

1. General Terms and Conditions of Netera Systems s.r.o. (hereinafter referred to as the "Company", "Netera Company" or also "Netera"), issued in accordance with Section 1751 et seq. of Act No. 89/2012 Sb., Civil Code, as amended (hereinafter referred to as "GTC"), regulate the basic conditions under which the Company provides its Clients with Payment Services, issues Electronic Money and provides Payment Services related to Electronic Money.
2. These General Terms and Conditions set the rules for use of Payment Services, as well as services relating to Electronic Money.
3. The Company provides services to the Client generally on the basis of a Master Agreement and Individual Agreements – orders concluded between the Company and the Client – and the GTC, which form an integral part of the Agreement. Unless otherwise stated in the Agreement, the provisions of the Agreement shall prevail over the GTC.
4. Information about the Company: Company title - Netera Systems s.r.o., registered office Sudoměřská 1293/32, Žižkov, 130 00 Prague 3, Company ID No. 242 26 726, registered in the Commercial Register of the Municipal Court in Prague, Section C, Insert 190493, email: podpora@neterapay.eu.
5. The Company holds a permit for the activity of a small-scale Electronic Money Issuer within the meaning of Section 99 et seq. of Act No. 370/2017 Sb., on Payment System (hereinafter referred to as "PSA") and provides Payment Services pursuant to Section 3 c), e), f) of the PSA, which was issued by the Czech National Bank.
6. The Company is subject to supervision by the Czech National Bank, with its registered office at Na Příkopě 864/28, 115 03 Prague 1.
7. The Client represents that prior to the provision of the services, the Company has informed the Client of the contents of the Agreement, the GTC, the Price List and Personal Data Processing Policy, information about the Company, basic information about the services provided, or other important information regarding the terms and conditions of the services provision (hereinafter referred to as "Important Information"). All Important Information is also stored in the Company's Online Banking System or available upon the Client's request at the e-mail address: podpora@neterapay.eu.
8. The Client agrees to be informed of any significant change to the Important Information or of other changes, in particular via the Company's Online Banking System or by email. The Client represents that they have access to the Internet service, uses this service regularly and have the opportunity to familiarize themselves with the information provided in the Company's Internet interface before each provision of the service.
9. The Company is under no obligation to enter into a contractual relationship with the Client or to provide services. The Company is entitled to make the provision of the service conditional upon the submission of the necessary documents and information.

II. Definitions

For the purposes of the GTC and the Agreement, the terms below have the following meaning:

1. **Client** – a natural or legal person who has entered into an Agreement with the Company under which services are provided to the Client. The term Client is superior to the terms of Trader, Registered User of the NeteraPay Sales Gateway and Consumer Client. Where these Terms and Conditions refer only to the Trader, Client Consumer or Registered User of the NeteraPay Sales Gateway, the arrangement applies only to the selected terms. Where these Terms and Conditions refer to the term Client, the arrangement shall apply to all of the terms, i.e. Trader, Consumer Client and Registered User of the NeteraPay Sales Gateway, unless the nature of the matter so excludes.
2. **Trader** – a legal entity, other than the Company, which accepts Electronic Money under a contractual relationship with the Company and to which the Client provides payment by Electronic Money for goods or services provided under a contractual relationship between the Client and the Trader.
3. **Consumer Client** - is any person who, outside the scope of their business activity or outside the scope of independent practice of their profession, concludes an Agreement with the Company or otherwise deals therewith.
4. **Registered User of the NeteraPay Sales Gateway** – a natural person who has registered in the NeteraPay Sales Gateway for the purpose of purchasing Electronic Money and has entered into an agreement with the Company for the issuance of Electronic Money in the form of Electronic Coupons purchased through the NeteraPay Sales Gateway or through the recharge of a DEMO User Account. A Registered User of the NeteraPay Sales Gateway is only entitled to handle the Electronic Money within the scope of the DEMO User Account, unless the services have been extended.
5. **Service** – Payment Service pursuant to Section 3 (1) (c), (e) and (f) of the PSA, issuance, distribution and Electronic Money redemption, which the Company is authorized to provide on the basis of the CNB authorisation.
6. **Payment Service** – Payment Service pursuant to Section 3(1)(c), (e) and (f) of the PSA
7. **Electronic Money** – Electronic Money pursuant to Section 4 of the PSA, which the Company is authorized to issue on the basis of the CNB authorisation, through which the Client performs Payment Transactions at Traders.
8. **Electronic Coupons (NeteraPay Coupons)** – Electronic Money carriers, prepaid Electronic Coupons with a unique code, through which the Client performs Payment Transactions at Traders.
9. **Electronic Money Issuance** – the exchange of non-cash funds transferred by the Client, the recipient of which is the Company, for Electronic Money in an amount corresponding to the nominal value of the transferred funds. The issuance of Electronic Money happens by purchasing NeteraPay Coupons with a unique numerical code or by crediting the User Account.
10. **Agreement** – the Master Agreement or, where applicable, Individual Agreement or Agreement on Electronic Money Issuance, which include the GTC, Price List, Personal Data Processing Policy and Complaints Procedure.
11. **NeteraPay Sales Gateway** – the sales gateway operated by the Company on the Company's website, enabling the purchase of Electronic Coupons.
12. **NeteraPay Payment System** – all of the Company's software and system solutions implemented on the website to enable payment and Electronic Money transactions.
13. **Payment Account** – a Client's account used to make payment transactions.
14. **Account Maintenance** – maintaining a Payment Account and enabling its use.

15. **Online Banking System**– controlling and managing a Payment Account via the internet within the NeteraPay Payment System.
16. **Incoming Payment** – the Company credits the Client's Payment Account with money transferred from another account based on the selected recharge channel.
17. **Outgoing Payment** – the Company transfers money from the Client's account to another account based on the Client's instruction based on the selected payout channel.
18. **User Account (also referred to as an Electronic Money Account)** – the Electronic Money Account assigned to the Client by the NeteraPay Payment System, in which the Client's Electronic Money is recorded and stored and through which Electronic Money payments can be made.
19. **DEMO User Account** – a type of User Account, which is maintained only for Registered Users of the NeteraPay Sales Gateway, within which Electronic Money can be handled only within the limits set.
20. **Payment Transaction** – the deposit of funds into a Payment Account by the Client or the transfer of funds by the Client, if carried out as part of a Payment Service. The transfer of funds may be internal (made between individual Payment Accounts within the Company) or external (made between a Payment Account held with the Company and a Payment Account held with another credit or financial institution).
21. **Payment Order** – an order for a Payment Transaction given by the Client of the Company.
22. **Electronic Money Payment** – use of Electronic Money for non-cash payments by individual Clients to each other by debiting the relevant Electronic Money from the balance of the Client's User Account and increasing the balance of the recipient's User Account and redeeming the Electronic Coupon at Traders who accept Electronic Money payments.
23. **Electronic Money Redemption** – Electronic Money Redemption within the meaning of the PSA, i.e. redemption of Electronic Money for non-cash funds in an amount equal to the nominal value of the redeemed Electronic Money, carried out by the Company at the request of the Client.
24. **Business Day** – a day on which banks are open in the Czech Republic and Payment Transactions may be carried out between such banks.
25. **Market Disruption** – an unforeseeable event resulting in the termination or limitation of trading on the relevant market or other disruption of the payment market.
26. **PSA** – Act No. 370/2017 Sb., on Payment System.
27. **AML Act** – Act No. 253/2008 Sb., on Certain Measures against Money Laundering and Terrorist Financing.
28. **Fee Schedule (Price List)** – the schedule of costs and fees related to the provision of services by the Company.

III. Client Identification

1. Prior to and during the provision of the service, the Company shall be entitled to request identification documents, other additional documents and information necessary to provide the service and to properly identify and carry out due diligence of the Client, persons authorized to act on behalf of the Client, to determine the ownership and management structure and beneficial owner of the Client, and to determine whether or not the Client and beneficial owner of the Client is a politically exposed person or sanctioned person. The Company is entitled to impose specific conditions for determining the beneficial owner of the Client.
2. In the performance of its obligations arising from the legal and internal regulations, the Company is obliged to carry out the identification and due diligence of the Clients, to fulfil its information obligation, to identify and process data on the participants of the service, to keep records of the data thus obtained, all in accordance with the contractual arrangements and legal regulations. The Client is obliged to provide the Company with the necessary cooperation and to submit documents for identification and due diligence.
3. Within the meaning of the AML Act, the Company shall be entitled to identify any person submitting an order or request, regardless of the amount of the transaction.
4. The Company shall be entitled to make copies of the documents submitted for its own use. The Client is aware of the fact that the Company makes copies and extracts of the documents submitted for the purposes of the AML Act and processes the information so obtained to fulfil the purposes of the AML Act without the Client's consent. This is in accordance with the applicable legal regulations.

IV. Information obligation

1. Information obligation of the Company: The Company publishes the GTC, the Complaints Procedure, notices, its price list on the Company's website. The documentation is also published via Online Banking System and, where applicable, available upon Client's request at the following e-mail address: podpora@neterapay.eu.
2. In connection with the provision of services and upon Consumer Client's request during the contractual relationship, the Company shall provide the Client with free information about the Company, the service provided, the method of communication with the Company, the service agreement concluded with the Company, the obligations and responsibilities of the Company and the Client (within the scope provided for in the PSA), in particular through Online Banking System.
3. Client's information obligation: in order to ensure the proper provision of services, the Client is obliged to inform the Company without undue delay of:
 - a) changes in their identification and additional data communicated to the Company, as well as the data of persons acting on their behalf and the beneficial owner,
 - b) a change in the facts determining the status of a politically exposed person, or a change in the country of tax residence,
 - c) other changes and facts that have or may have a material effect on the provision of services, on the performance of the Client's obligations to the Company, and on the legal status of the Client (e.g. entering into liquidation, commencement of insolvency proceedings, limitation of legal capacity, etc.) or of the persons acting on behalf of the Client or on the beneficial owner,
 - d) loss of documents of material importance in connection with the provision of services, as well as documents identifying the Client or persons acting on behalf of the Client.

4. Upon the Company's request, the Client shall be obliged to prove and document the origin and source of the funds, as well as to disclose to the Company all information and prove the facts that the Company is obliged to ascertain, including the purpose and nature of the relevant Payment Transaction or business relationship.
5. The Client shall also disclose to the Company and prove such information and facts as the Company may require for tax, accounting or other regulatory purposes.
6. The Client represents at the time of entering into the Agreement and at the time of provision of the service that the Client is not a sanctioned person or a party to any contract or transaction with a sanctioned person and does not trade in goods or provide services that are subject to sanctions. The Company shall be entitled not to perform any service or refuse any order or request from the Client in the event that the Client becomes a sanctioned person or the performance of the service or the Client's order or request would result in a breach of a sanction by the Company or similar action by the Company. In such event, the Company will not be liable for any delay or failure to perform the service or order or request. The Company shall further be entitled in such event to require information and documents in respect of the Client's order or request or to terminate or withdraw from the Agreement and, in case of transactions, the Company shall be entitled to make final settlement under the relevant Agreement (which shall be deemed to be a case of breach under the relevant Agreement). The Client acknowledges that the Company shall be entitled to disclose the information requested to the competent authorities. The Client shall not be relieved of its obligation to make any payment or pay any debt to the Company if the Company does not accept the payment in question from the sanctioned person or a payment subject to sanctions or subject to similar action by the Company.
7. The Company shall act in reliance on the authenticity and veracity of the documents, papers and information provided and shall not be obliged to accept them if it has reasonable doubt about them.
8. Information obtained by the Company in the course of the performance of its obligations under the AML Act shall be equivalent to information disclosed and duly documented by the Client or an authorized third party. The Company shall be entitled to take appropriate legal actions in relation to the services provided, including their modification or termination, based on such information.

V. Establishment of the contractual relationship

1. The contractual relationship between the Company and the Client arises from the conclusion of an Agreement.
2. The Agreement may be concluded in person, by correspondence or electronically or by other technical means that allow the identification of the person acting and capture the content of the Agreement.
3. In case of conclusion of an Agreement, the Agreement is concluded when the following conditions are met:
 - 3.1. the Client becomes familiar with the text of the GTC, the Price List and the Personal Data Processing Policy and gives agreement thereto in the appropriate manner to the Company,
 - 3.2. the Client fills in all the information required in the Agreement,
 - 3.3. documents verifying the Client's identity are delivered to the Company,
 - 3.4. no facts are found on the part of the Client that would prevent the conclusion of the contractual relationship.
4. The correspondence method of concluding the Agreement is maintained if a scan of the signed Agreement in .pdf format and other required documents are delivered to the e-mail address podpora@neterapay.eu.
5. The electronic method is maintained if the Agreement is signed by electronic means in accordance with the applicable legal regulations, i.e. either by a guaranteed electronic signature, or if the Agreement is delivered by e-mail from which the identification of the person acting can be unambiguously determined (e.g. the e-mail bears the name and surname of the Client/representative).
6. The Agreement is concluded for an **indefinite** period, unless otherwise specified.
7. Information on the possibilities for resolving disputes arising from this Agreement is contained in section XXI. Claims and complaints.
8. The Client shall not be entitled to conclude the Agreement and the Company shall have the right to terminate negotiations for the conclusion of the Agreement at any time without giving any reason.

VI. Termination of the contractual relationship

1. The contractual relationship between the Client and the Company may be terminated in any of the following ways:
 - 1.1. by agreement (signed by the authorized Contracting Parties in a verifiable manner),
 - 1.2. dissolution of the Company or the Client without legal successor,
 - 1.3. death of the Client,
 - 1.4. termination of the Company's authorisation to provide services (if the authorisation ceases to exist only partially, the contractual relationship shall terminate only to the extent to which the terminated part of the authorisation applies),
 - 1.5. withdrawal of the Consumer Client from the Agreement,
 - 1.6. withdrawal of the Company from the Agreement,
 - 1.7. notice of termination given by the Contracting Parties.
2. The Contracting Parties may terminate the Agreement even without giving reasons.
3. In the event of termination by the Company, the notice period shall be 2 (two) months and shall commence on the first day of the month following the month in which the notice is delivered to the Client. In the event of termination by the Client, the notice period shall be 1 (one) month and shall commence on the first day of the month following the month in which the written notice is delivered to the Company. Upon notice of termination of the Agreement, all obligations of the Client to the Company shall become due and payable.

4. The Consumer Client has the right to withdraw from the Agreement without giving reasons within 14 days as of the date of conclusion of the Agreement. In this case, the Consumer Client shall pay the Company the amount for the services provided up to that time according to the Fee Schedule.
5. If the Consumer Client withdraws from the Agreement under which no services have been provided to date, the Company shall refund to the Consumer Client all funds received from the Consumer Client under the Agreement without delay, but no later than 30 days from the date of withdrawal.
6. In order to exercise the right to withdraw from the Agreement, the Client shall deliver the relevant notice to the Company in person, by correspondence (to the Company's registered office address or by e-mail) or electronically via Online Banking System.
7. The Company has the right to withdraw from the Agreement immediately if the Client breaches the Agreement including these GTC in a particularly serious manner or repeatedly.
8. Termination of the Agreement shall result in the cancellation of the Client's Payment Account and access to Online Banking System. On the date of termination, the Company shall automatically pay the balance of the Payment Account under the following conditions:
 - 8.1. the available balance and the minimum balance on the Client's Payment Account are paid out immediately,
 - 8.2. part of the Client's Payment Account balance equal to the sum of the amounts of the transferred funds, which have not yet been received by the Company and are therefore not available, is paid out only when the Company receives these funds,
 - 8.3. in other cases where an amount of the Client's Payment Account balance is unavailable under these GTC or under any legal regulation, the balance will be paid out immediately after the reason for which such amount became unavailable ceases to exist.
9. In the event of termination of the Agreement on Electronic Money Issuance, the User Account shall be terminated. Upon termination of the Agreement on Electronic Money Issuance, the Company shall automatically redeem the purchased and unused Electronic Coupons by the 10th calendar day after the termination of the Agreement.

VII. Change in contact details

1. Contact details may be changed via Online Banking System, a change form with a certified signature, or via a special section of Online Banking System in the event that it is not possible to authorise access to Online Banking System via SMS authorisation due to a change of telephone number.
2. Changing the telephone number via the special section of Online Banking System may be done as follows:
 - 2.1. entering login and password details,
 - 2.2. selecting the method of changing the telephone number via the special section of the Online Banking System,
 - 2.3. generating a one-off time-limited code sent to the email address provided in the Agreement or otherwise verified,
 - 2.4. uploading a photograph that includes the front of the Client's ID card, the Client's face, the one-off generated code,
 - 2.5. generating a one-off time-limited code sent to the change telephone number for the purpose of verifying the telephone number.
3. Changing the Client's contact information cannot be done on a proxy basis.
4. The Client will be notified of the contact details change process via email communication.

VIII. Provision of Payment Services – Payment Account

1. The Company establishes and maintains Payment Accounts on the basis of the Agreement. The Company assigns a unique identifier to each Payment Account, which the Company and the Client shall indicate in their communications regarding the Payment Account. The Company shall not set up anonymous Payment Accounts or Payment Accounts for multiple persons.
2. The Company shall set up a Payment Account for the Client upon conclusion of the Agreement. The Payment Account is used to record funds entrusted to the Company in connection with the execution and recording of Payment Transactions executed by the Company for the Client under the Agreement and Payment Transaction orders. The Company provides Payment Services consisting in the execution of non-cash Payment Transactions.
3. The Payment Account is maintained in Czech currency only. The funds held in the Payment Account are not subject to interest.
4. When providing Payment Services, the Company follows the Client's instructions and orders to carry out Payment Transactions. The Company shall process the Client's order and execute the Payment Service within the maximum time limit set out in these GTC.
5. Orders to execute Payment Transactions shall be placed by Clients via Online Banking System, unless otherwise specified.
6. The Client may withdraw their consent to a Payment Transaction until they have placed an order for such Payment Transaction via Online Banking System.
7. The Client shall have access to information on Payment Account balances and transactions made in electronic form through Online Banking System.
8. The Company shall be entitled to require the Client to maintain a minimum balance on the Client's Payment Account.

IX. Transfers of funds in the Payment Account

1. Only the authorized persons designated by the Client in the Agreement are authorized to handle the funds on the Payment Account. The Client has the right to designate or change persons authorized to enter payment orders, based on the Client's request sent to the Company.
2. The Client is entitled to handle the funds in the Payment Account only up to the amount of available funds in the account, if applicable, less the amount of the minimum balance, if set by the Company. The Client is obliged to maintain sufficient funds in the Payment Account to cover any anticipated payments, their debts to the Company and service charges, unless otherwise specified in the Agreement.
3. The Client may increase the balance on the Payment Account by using the following payment methods (incoming payment):
 - 3.1. wire transfer,
 - 3.2. internal transfer (transfer within the Company),

- 3.3. online card payment,
- 3.4. Monetpay mobile payment,
- 3.5. redemption of Electronic Money
(also referred to as "Recharge Channels").
4. The Company shall be entitled to restrict payment methods as Recharge Channels. When the balance of a Payment Account is increased by any of the Recharge Channels, the Company reserves the right to make the transferred funds available to the Client only when the funds are actually received from the payment method providers. The Company may debit the funds credited to the Payment Account again if the transferred funds are not received from the payment method providers within the usual timeframe. In this case, the Company will reduce the Client's Payment Account balance by the amount of funds not received by the Company. However, if the balance of the Payment Account is not sufficient for this purpose, the Company reserves the right to claim from the Client the corresponding amount of such funds. The Client understands and agrees to this procedure.
5. Incoming payments must be sent in CZK. Otherwise, such payment will be sent back to the sender's account. The Company shall be entitled to charge a fee for such unauthorized incoming payment according to the current Fee Schedule.
6. The Client may decrease the balance on the Payment Account by using the following payment methods (outgoing payment):
 - 6.1. wire transfer,
 - 6.2. internal transfer (transfer within the Company),
(also referred to as "Payout Channels").
7. The Company shall be entitled to restrict the handling of funds in the Client's Payment Account in accordance with applicable legal regulations.
8. The Company shall be entitled to handle the funds in the Payment Account if the legal regulation or Agreement so provides. The Client agrees that the Company has the right to debit the funds from the Payment Account for the following purposes:
 - 8.1. payment of all charges and fees related to the provision of services,
 - 8.2. payment in cases provided for by the law,
 - 8.3. to make a corrective settlement as a result of its own erroneous settlement or the erroneous settlement of another financial or credit institution,
 - 8.4. payment of any other claim due from the Company to the Client, even if time-barred.
9. The Company shall only execute the payment order if all of the following conditions are met:
 - 9.1. the Client has used personal security features, including the identification of the person acting,
 - 9.2. the payment order contains all the required elements,
 - 9.3. the payment order is authorized in the manner and within the time limit set by the Company,
 - 9.4. there are sufficient funds to execute the Payment Transaction in the Client's Payment Account,
 - 9.5. other conditions stipulated by the law, if required.
10. The Company may refuse to execute the payment order without prior notice to the Client in the following cases:
 - 10.1. the payment order fails to have the necessary requirements or has not been duly authorized,
 - 10.2. the Company assesses the Payment Transaction as a security risk,
 - 10.3. the execution of the payment order is contrary to the obligations imposed on the Company by general legal regulations,
 - 10.4. the Client's Payment Account does not have a sufficient balance to execute the Payment Transaction,
 - 10.5. it is not submitted by a person authorized to submit such a payment order.
11. In the event of a non-existent, incorrectly entered or inadmissible bank account, the payment order will not be executed. The Company shall be entitled to charge a fee for processing a returned payment for the reasons set out in this paragraph in accordance with the current Fee Schedule.

X. Minimum balance on the Payment Account

1. The Company reserves the right to set a minimum balance on the Client's Payment Account.
2. The amount of the minimum balance may be set by the Company at any time at its discretion, either by a specific amount or by a percentage of the amount of funds credited to the Payment Account for a certain previous period, or by a combination of both methods.
3. The Company shall notify the Client of the set minimum balance and its amount, including any future changes, by sending information to the Client's email, including the effective date from which the minimum balance is required.
4. The Company represents that the minimum balance serves as security for any claims it may have against the Client or any claims that a third party may have against the Client.
5. The minimum balance on the Payment Account means that a certain part of the balance on the Payment Account (at the Company's discretion) cannot be used by the Client.
6. The Client approves the possibility of setting a minimum balance on the Payment Account by concluding the Agreement and entering the first Payment Transaction from the Payment Account after the Company has exercised this authorisation.
7. The Company reserves the right to require the Client to increase the balance on the Payment Account in order to comply with the requirement for setting a reserve.

XI. Payment Account statements

1. The Company informs the Client about the balance on the Payment Account, transactions made and the settlement of fees by means of an electronic statement from the Payment Account.
2. The electronic statement is delivered to the Client via the Online Banking System.
3. The Company provides the Payment Account statement once a month free of charge.
4. The Client is obliged to check without undue delay after the delivery of the Payment Account statement that all cleared transactions are authorized and correctly executed. If the Client who is not a consumer fails to assert a complaint within the time limit set out in the Complaints Procedure, the transactions shall be deemed to have been correctly posted.
5. The Company shall provide the Consumer Clients with information on the Payment Account service fee and the annual statement of the Payment Account service fee according to the PSA in CZK currency. The Company provides the annual fee statement via the Online Banking System.

XII. Rights and obligations when using the Payment Account

1. The Client is obliged to use the Payment Account in such a way as not to jeopardise the security of the use of the Payment Account and Online Banking System, in particular to observe the rules of safe online behaviour and not to disclose his/her access data to the Online Banking System to anyone.
2. The Client shall immediately notify the Company that their Online Banking System access data have been disclosed or that there is a real risk of such disclosure. At the same time, the Client shall change the existing access password.
3. The Client shall immediately notify the Company of any suspected unlawful or other unauthorized conduct in connection with Online Banking System or any malfunctioning of the Online Banking System.
4. Upon mutual agreement with the Client, the Company may block the Client's payment means in the event of situations described in the preceding paragraphs of these GTC.
5. The Client understands and agrees that the Client is solely responsible for payments entered thereby in error and consequently carried out by the Company, as well as for payments entered by a person other than the Client who has logged into the Client's Online Banking System, unless the Client proves that the access data were made available to an unauthorized person through no fault of the Client.
6. The Client shall be liable for any damage caused by their failure to take timely action to remedy the defective or threatening condition, in particular by failing to make the necessary notifications to the Company or law enforcement authorities.
7. The Client is obliged to update their personal or identification data immediately after the data have been changed.
8. In the event that the Client's Payment Account fails to have a sufficient balance to debit the funds that the Company is obliged to return as a result of cancellation or non-execution of a Payment Transaction, or that are to be debited from the Client's Payment Account pursuant to these GTC or for any other legitimate reason, the Client shall increase the balance in the Payment Account so that Payment Transactions may be carried out. In the event that the Client fails to comply with this obligation even after being requested by the Company, the Company shall be entitled to take legal action to enforce this obligation. Any costs incurred by the Company in this connection shall be borne entirely by the Client.
9. The Client is obliged to comply with the Company's technical rules and instructions in relation to the Payment Account and Online Banking System and to observe them, including any changes thereto from time to time. If the Client breaches these rules or instructions, the Company shall not be liable for any damage.

XIII. Issuance of Electronic Money

1. The issuance of Electronic Money is based on a contractual relationship within the framework of account maintenance or separately.
2. In the event that the issuance of Electronic Money is regulated under the contractual relationship within the framework of the account maintenance, the contractual relationship shall be concluded in accordance with the article V of these GTC.
3. In case where the issuance of Electronic Money is subject to a separate contractual relationship, the Agreement is concluded at the moment when the Registered User of the NeteraPay Sales Gateway confirms that they agree to these GTC and the Personal Data Processing Policy. The contractual relationship is also governed by the Price List. By accepting the GTC, the Registered User of the NeteraPay Sales Gateway also accepts the Price List. The Agreement is concluded for an indefinite period of time.
4. Electronic Money Issuance means the exchange of non-cash funds transferred by the Client/Registered User of the NeteraPay Sales Gateway, the recipient of which is the Company, for Electronic Money in an amount corresponding to the nominal value of the transferred funds. The Electronic Money is issued at the time the Client / Registered User of the NeteraPay Sales Gateway receives the Electronic Coupon with the unique multi-digit numeric code and/or credit to the User Account in their email inbox.
5. The ratio for the issuance of Electronic Money is 1:1 to the legal currency equivalent.

XIV. Electronic Coupons

1. Electronic Money in the form of Electronic Coupons is purchased by the Client through the NeteraPay Sales Gateway or in the Company's special interface of the Online Banking System (User Account). Other methods of issuing Electronic Money may be specified in the Agreement. Only Registered Users of the NeteraPay Sales Gateway may purchase Electronic Money in the form of Electronic Coupons via the NeteraPay Sales Gateway.
2. Purchase of Electronic Coupons by a Registered User of the NeteraPay Sales Gateway: A Registered User of the NeteraPay Sales Gateway selects a coupon value and generates a coupon request for that value using the NeteraPay Sales Gateway. The Registered User of the NeteraPay Sales Gateway shall pay for the Electronic Coupon using the payment method of their choice as instructed by the Company. Payment for the Electronic Coupon can be made by: bank transfer, online card payment or Monetpay mobile payment. Upon completion of the payment of the Electronic Coupon, the Registered User of the NeteraPay Sales Gateway will receive an Electronic Coupon with a unique multi-digit numeric code to the email address provided during registration.
3. Purchase of Electronic Coupons in the User Account: The Client selects a coupon value and generates a coupon request for that value using a special interface of the Online Banking System. The Client shall pay for the Electronic Coupon using the payment method of their choice as instructed by the

Company. Payment for the Electronic Coupon can be made by: bank transfer, online card payment or Monetpay mobile payment. Once the payment of the Electronic Coupon is completed, the Electronic Coupon with a unique multi-digit numeric code will be made available in the User Account.

4. Electronic Coupons can be used to make payments to the Company's Traders and to redeem Electronic Money.
5. The Client/Registered User of the NeteraPay Sales Gateway acknowledges and agrees that they are only entitled to use Electronic Coupons for the full nominal value of the coupon.

XV. User Account

1. In connection with the contractual relationship, a type of User Account (DEMO User Account or User Account) is set up, which is a superstructure of Online Banking System (special interface of Online Banking System). The User Account can be used in the DEMO version even without using Online Banking System, however, only if the services provided by the Company do not include account maintenance.
2. The User Account is used to keep records of Electronic Money as well as of all Payment Transactions related to Electronic Money, enabling their identification.
3. A DEMO User Account is established for a Registered User of the NeteraPay Sales Gateway upon purchase of an Electronic Coupon and/or upon request during registration. The DEMO User Account is activated by the first redemption of the Electronic Coupon and/or through the recharge of Electronic Money to the DEMO User Account. The Registered User of the NeteraPay Sales Gateway is notified of the activation of the DEMO User Account, including information on the accessibility of the DEMO User Account, via the email provided during registration.
4. Within the DEMO User Account, Electronic Money can be handled only within the limits set. In one calendar month, it is possible to purchase Electronic Coupons / recharge Electronic Money with a maximum value of EUR 150 and at the same time make payments at the Traders via Electronic Coupons with a maximum value of EUR 150. The Company reserves the right to set other transaction and volume limits for Electronic Money Payment transactions. The Registered User of the NeteraPay Sales Gateway is aware of this fact. In the event that the set DEMO User Account limits are exceeded, no further Electronic Money transactions can be made and the Registered User of the NeteraPay Sales Gateway is requested to activate the User Account and to provide the necessary documents as instructed by the Company. By activating the User Account, the set limits are removed.
5. The Client / Registered User of the NeteraPay Sales Gateway acknowledges that the Electronic Money in the User Account does not bear interest.
6. The Company shall not be liable to the Client / Registered User of the NeteraPay Sales Gateway for any loss incurred by the Client / Registered User of the NeteraPay Sales Gateway as a result of payment by Electronic Money made in error or payment induced by fraudulent conduct or other malicious intent.

XVI. Redemption of Electronic Money

1. The Client/Registered User of the NeteraPay Sales Gateway may redeem Electronic Money at any time. The Client/Registered User of the NeteraPay Sales Gateway acknowledges that the request for redemption is always processed by the 10th calendar day following the month in which the request for redemption of Electronic Money was delivered to the Company.
2. The request for redemption of Electronic Money shall be made primarily through Online Banking System. Registered Users of the NeteraPay Sales Gateway are entitled to submit a request for redemption of Electronic Money via the email address provided to the Company upon registration: podpora@neterapay.eu.
3. The redemption of Electronic Money by a Consumer Client / Registered User of the NeteraPay Sales Gateway is subject to a redemption fee as per the Fee Schedule. The fee for the redemption of Electronic Money by a Client who is not a consumer, is determined individually in the Agreement. The Company's claim for payment of the redemption fee may be set off against the claim of the Client / Registered User NeteraPay Sales Gateway for the release of funds within the redemption of Electronic Money. In the event that the Company's claim is not satisfied by set-off, the Client/Registered User of the NeteraPay Sales Gateway shall be obliged to pay the redemption fee upon request within 5 working days of receipt of the request.
4. The Client/Registered User of the NeteraPay Sales Gateway User acknowledges that before redeeming Electronic Money in the amount of EUR 100 or more, the Client/Registered User of the NeteraPay Sales Gateway is required to undergo identification as per the Company's instructions in accordance with AML requirements. The Company shall not be in default in the execution of redemption until the identification has been successfully completed. The Client / Registered User of the NeteraPay Sales Gateway acknowledges and expressly agrees that the Company is entitled to carry out the identification even if the amount of Electronic Money to be redeemed does not exceed EUR 100.
5. The Company shall redeem the Electronic Money upon request at the specified exchange rate, which is set at 1:1, i.e. the full nominal value of the Electronic Money issued.
6. Funds for the redemption of Electronic Money are sent by the Company only to the Client's account specified in the Agreement or to a Payment Account held with the Company. Funds for the redemption of Electronic Money are sent by the Company to the account of the Registered User of the NeteraPay Sales Gateway, which is verified, as instructed by the Company.
7. In the event that a request to redeem Electronic Money is made by the Client/Registered User of the NeteraPay Sales Gateway during the term of the contractual relationship, the Client/Registered User of the NeteraPay Sales Gateway shall be entitled to redeem Electronic Money to the extent requested.
8. If the Consumer Client / Registered User of the NeteraPay Sales Gateway requests a redemption before the date of termination of the contractual obligation, the Company shall carry out the redemption to the extent requested.
9. If the Consumer Client / Registered User of the NeteraPay Sales Gateway requests a redemption on the date of termination of the contractual obligation or within one year thereafter, the issuer shall refund the full amount of the redemption. If it is not possible to determine what part of the funds received by the Company is intended for Payment Transactions involving Electronic Money, the right of redemption shall apply to all funds so received to the extent that the Consumer Client / Registered User of the NeteraPay Sales Gateway requests redemption.
10. The statute of limitations for the right of redemption shall begin to run as of the date on which the contractual obligation ceased to exist.
The Consumer Client / Registered User of the NeteraPay Sales Gateway shall be obliged to pay the fee for redemption of the Electronic Money even if the request for redemption of the Electronic Money was made before the date of termination of the Agreement or more than one year after the termination of the Agreement.

XVII. Using the User Account

1. Only the Client / Registered User of the NeteraPay Sales Gateway, or another person designated by the Client / Registered User of the NeteraPay Sales Gateway, is authorized to handle the Electronic Money in the User Account, based on the request of the Client / Registered User of the NeteraPay Sales Gateway and in accordance with the Company's instructions. The Registered User of the NeteraPay Sales Gateway is entitled to handle Electronic Money only within the scope of the DEMO version of the User Account.
2. The Client / Registered User of the NeteraPay Sales Gateway can make Payment Transactions at Traders using the Electronic Coupons. The Client/Registered User of the NeteraPay Sales Gateway enters the numerical code of the relevant coupon into the payment gateway located on the website of the specific Trader; this will verify the validity of the numerical code and the value of the coupon. By entering the code number into the Trader's payment gateway, the Client/Registered User of the NeteraPay Sales Gateway agrees to the specific payment transaction, which also constitutes the acceptance of the payment order, and the Client/Registered User of the NeteraPay Sales Gateway no longer has the option of withdrawing their consent to the Payment Transaction. The Client / Registered User of the NeteraPay Sales Gateway acknowledges that the Electronic Coupon is deactivated after the payment has been carried out, even if there is still a balance (the full value of the coupon has not been used up). It is in the interest of the Client/Registered User of the NeteraPay Sales Gateway to generate Electronic Coupons for the exact amount they intend to pay. The coupon may not be used repeatedly. The Client / Registered User of the NeteraPay Sales Gateway and/or any third party is not authorized to sell or acquire Electronic Coupons or coupon codes via unauthorized internet platforms or to trade in any way with the coupon codes or the Electronic Coupons themselves.
3. The Client / Registered User of the NeteraPay Sales Gateway is entitled to use the Electronic Money in the User Account for Payment Transactions at Traders from the balance in the User Account, except for the redemption of Electronic Coupons, by entering an order for the transfer of Electronic Money, the purchase of Electronic Coupons, and the redemption of Electronic Money. The value of purchased Electronic Coupons, which are recorded separately, shall not be included in the Electronic Money balance of the User Account.
4. The Client is entitled to handle the Electronic Money in the User Account only up to the amount of the Electronic Money balance and the value of the Electronic Coupons.
5. The Client may recharge the User Account by transferring funds to a designated bank account of the Company for redemption for Electronic Money and crediting the User Account, via the Electronic Coupon, by transferring Electronic Money from another User Account.
6. The transfer of funds to the Company's bank account for redemption of Electronic Money may be made using the payment methods:
 - 6.1. wire transfer,
 - 6.2. online card payment,
 - 6.3. Monetpay mobile payment.
7. In case of transferring funds to the Company's bank account for the purpose of their redemption for Electronic Money, the Electronic Money is issued (credited) to the User Account no later than by the end of the business day on which the funds are credited to the Company's bank account.
8. In case of a Payment Transaction via Electronic Money at Traders and a Payment Transaction to another User Account, the transaction is settled by the end of the next business day on which the transaction order was issued.
9. The Client is entitled to execute the Payment Transaction from the balance of the User Account exclusively through the User Account.
10. The Company shall be entitled to restrict the handling of electronic money in the User Account in accordance with applicable legal regulations.

XVIII. Rights and obligations when using Electronic Money

1. The Client is obliged to observe the rules of safe online behaviour, to keep the coupon number codes safe, as well as the access data to the User Account, and to protect them from disclosure to third parties.
2. The Client shall immediately notify the Company of any suspected unlawful or other unauthorized conduct in connection with Online Banking System, as well as the User Account, or any malfunctioning of the Online Banking System and the User Account.
3. Upon mutual agreement with the Client, the Company may block the Client's Electronic Money in case of any suspected unlawful or other unauthorized conduct in connection with Online Banking System as well as the User Account and any malfunctioning of the Online Banking System and the User Account.
4. The Client understands and agrees that they are solely responsible for transactions entered by them in error and executed by the Company as a result, as well as transactions entered by a person other than the Client who used the number codes of the Electronic Coupons purchased, as well as transactions related to the transfer of Electronic Money from the Electronic Money balance in the User Account, unless they prove that the number codes as well as the access data to the User Account were made available to an unauthorized person through no fault of their own and immediately notifies the Company of this fact, including the unauthorized access to the User Account.
5. The Client shall be liable for any damage caused by their failure to take timely action to remedy the defective or threatening condition, in particular by failing to make the necessary notifications to the Company or law enforcement authorities.
6. The Client is obliged to update their personal or identification data immediately after the data have been changed.
7. The Client is obliged to comply with the Company's technical rules and instructions in relation to the Online Banking System, including User Account. If the Client breaches these rules or instructions, the Company shall not be liable for any damage.
8. Upon notification of unauthorized access to the User Account and/or Online Banking System, the Company shall immediately disable the User Account and/or Online Banking System. The above also applies to cases of possible use of Electronic Coupons by an unauthorized person.

XIX. Time limits for settlement

1. A Payment Transaction shall be settled without undue delay after the receipt of the funds intended for the Payment Transaction from the Client into the Company's separate account or the Client's Payment Account, as the case may be, no later than the next business day following the day on which the amount of the Payment Transaction is credited to the Company's separate account. The outgoing transaction will be settled from the balance in the Payment Account no later than by the end of the next business day following receipt of the payment order.

2. Transactions relating to Electronic Money (recharge of User Account / purchase of Electronic Coupons) will be settled without undue delay after receipt of the funds to be redeemed for Electronic Money in the designated account of the Company, not later than the next business day following the day on which the amount to be redeemed was credited to the designated account of the Company. A transaction involving Electronic Money for the purpose of transferring Electronic Money to another User Account will be settled from the balance in the User Account no later than by the end of the next business day following receipt of the payment order.
3. The Company shall fulfil its information obligation under the provisions of the PSA to its Clients through e-mail messages sent to e-mail addresses in the records of the Company or through Online Banking System / User Account. The information is sent within the deadline no later than by the end of the next business day following the settlement of the transaction.
4. The Company is not responsible for cases where the method of service cannot be used due to reasons beyond the Company's control.
5. The Contracting Parties undertake to provide each other with maximum possible cooperation and to fulfil their obligations without undue delay so that each transaction is settled in due and timely manner.
6. In the event that a transaction is not executed for any reason, the Company shall inform the Client of this fact and settle the liabilities already incurred from the failed transaction.
7. Unless otherwise expressly stated in the Agreement or agreed between the Contracting Parties, the provision of the service may be agreed or the service provided, in particular the execution of a payment transaction, exclusively on business days between 9:00 a.m. and 5:00 p.m. of the time zone applicable in the Czech Republic.
8. The Client shall bear the loss from unauthorized transactions up to an amount equivalent to EUR 50, if such loss is caused by the use of lost or stolen access data or by misuse of the Online Banking System and/or the User Account, until the moment the Company is notified of such facts. The Client shall bear the loss from unauthorized transactions in full if they have caused this loss by their fraudulent conduct or by intentionally or grossly negligently breaching any of their obligations under Section 165 of the PSA.
9. The Company shall inform the Client in the event of suspected unauthorized or fraudulent use of the Online Banking System or User Account by e-mail communication or by posting information on the website. In this case, the Company shall be entitled to block the Online Banking System/User Account of the Client/Registered User of the NeteraPay Sales Gateway. The Company shall unblock the Online Banking System/User Account after remedial action have been taken in cooperation with the Client.
10. In the event of incorrect execution of the Client's payment order due to the Company's fault, the Company shall restore the Payment Account to the condition before the error occurred.

XX. Possible limitations on the availability of services

1. The Company represents that neither the range nor the availability of payment methods within the provision of the Company's services are guaranteed unless otherwise expressly agreed.
2. The Client acknowledges that the providers of individual Payment Services, and in particular in case of Payment Services provided via payment cards, may at any time be entitled to request that the Company cease to provide such Payment Service in relation to a Payment Account or Electronic Coupons. In such case, the Company shall immediately discontinue the provision of the service to the Client, which the Client acknowledges and expressly agrees thereto.
3. The Company shall be entitled to terminate, interrupt or limit the provision of services in relation to the Payment Account, User Account or Electronic Coupons to the extent necessary and with immediate effect in justified cases. This applies in particular if the Company becomes aware of a suspected unlawful behaviour, in particular the use of the Payment Account, Online Banking System, User Account or Electronic Coupons. Subsequent restoration of services is subject to the rectification of such deficiencies or their explanation and clarification.
4. The Company shall be entitled to interrupt or limit the provision of services for the necessary period of time for the modification, maintenance or repair of the Online Banking System/ User Account, the availability of which is a condition of the provision of services to the Client, unless otherwise agreed between the Company and the Client. In such case, the Company shall inform the Client in advance of the reasons and duration of the interruption or limitation of the provision of services. Interruption or limitation of services in such a case shall not be considered a breach of contractual obligations by the Company and shall not affect any other obligations of the Contracting Parties.
5. The Client acknowledges and agrees that the exercise of the Company's right under this clause of the GTC shall not give rise to any claim for damages by the Client.

XXI. Claims and Complaints

1. The settlement of claims and complaints is governed by the Complaints Procedure, which forms an annex to the Agreement.
2. The Client has the possibility to address their complaint regarding the manner of provision of services to the supervisory authority of the Company, the Czech National Bank, with its registered office at Na Příkopě 28, Prague 1.
3. The Client has the possibility to address their complaint regarding the manner of provision of Payment Services to the Financial Arbitrator, with registered office at Legerova 69, Prague 1, who is authorized to settle disputes between the Contracting Parties regarding Payment Services out of court.

XXII. Fee Schedule

1. The Client acknowledges and agrees that the services may be subject to fees in accordance with the Fee Schedule and that the Client is obligated to pay such fees.
2. The Company shall charge fees for services according to the Fee Schedule applicable at the time the service is provided or the act is performed, unless otherwise specified.
3. The Company issues the Fee Schedule for the purpose of adjusting the reimbursement of costs and fees associated with the services. The Company has the right to unilaterally change the Fee Schedule, to which the Client expressly consents. A change to the Fee Schedule shall be governed by the same rules as a change to these GTC. Fees are set individually for the Clients who are not consumers.

4. The Fee Schedule is published in the Online Banking System/ User Account.
5. The Company shall be entitled to debit the amount corresponding to the fees for the services provided from the balance of the Client's Payment Account or set off against the Client's / Registered User's of the NeteraPay Sales Gateway claim for the release of funds within the Electronic Money Redemption pursuant to these GTC. In the event that the Company's claim is not satisfied in such a way, the Client shall pay such refund or fee in full upon demand by the Company.
6. In the event that a new payment method is introduced which is not listed in the currently applicable Fee Schedule, the Client agrees to the fees by using the payment method for the first time provided that the Client has been advised of such fees in advance.
7. The individual agreement between the Company and the Client shall prevail over any arrangement in the Fee Schedule.
8. The Company reserves the right to grant a discount on the fees set out in the Fee Schedule. The discount shall be effective at the time specified in the notice of discount.

XXIII. Communication between the Company and the Client

1. All communication between the Company and the Client shall be in the Czech language unless otherwise agreed between the Company and the Client.
2. Communication between the Company and the Client shall generally take place by electronic means. The Company transmits requested information and important notifications to the Client via e-mail / Online Banking System. The Client fulfils their information obligation also in this way.

XXIV. Amendment to the Terms and Conditions

1. The Company is entitled to unilaterally amend these Terms and Conditions and the Personal Data Processing Policy. The Client expressly agrees thereto.
2. The Company is entitled to unilaterally amend the GTC, in particular following changes in legal regulations, the introduction of new services, changes in the way services are provided, etc. In such case, the Company shall notify the Client of the amendment to the GTC by an email message sent to the Client's email address indicated in the header of the Agreement / email address indicated when registering for the NeteraPay Sales Gateway / via Online Banking System/ User Account, which shall contain the text of the new GTC, and at the same time on the Company's website, at least two (2) months in advance before the effective date. Correction of errors shall not be considered an amendment. The Client undertakes to familiarize themselves with the new wording of the GTC. Unless the Client notifies the Company in writing of their disagreement with the proposed amendments to the GTC at least one day before the proposed amendment takes effect, the amendments so notified shall be binding as of the date of posting on the website. If the Client rejects the Company's proposal to amend the Agreement, the Client shall have the right to terminate the Agreement free of charge and with immediate effect before the date on which the GTC are due to take effect.
3. The Company is entitled to unilaterally amend the Personal Data Processing Policy. In such case, the Company shall notify the Client of the amendment to the Policy by an email message sent to the Client's email address indicated in the header of the Agreement / email address indicated when registering for the NeteraPay Sales Gateway / via Online Banking System/ User Account, which shall contain the text of the new Policy, and at the same time on the Company's website, at least two (2) months in advance before the effective date. Correction of errors or introduction of new products shall not be considered an amendment. The Client undertakes to familiarize themselves with the new version of the Policy. Unless the Client notifies the Company in writing of their disagreement with the proposed amendments to the Policy at least one day before the proposed amendment takes effect, the amendments so notified shall be binding for the Client / Registered User as of the date of posting on the website. If the Client rejects the Company's proposal to amend the Agreement, the Client shall have the right to terminate the Agreement free of charge and with immediate effect before the date on which the Policy is due to take effect.

XXV. General and final provisions

1. The Client/Trader is obliged to inform the Company without undue delay of any changes to the information provided by the Client/Trader when entering into a contractual relationship with the Company (including without limitation changes to identification data, etc.). The Company shall not be liable for any damage suffered by the Client/Trader as a result of failure to notify or late notification of such changes or other changes on the part of the Client/Trader.
2. The Client acknowledges and agrees that they shall indemnify the Company against any and all damage incurred by the Company by reason of their unlawful act or conduct in breach of these GTC, including any contractual penalties or other sanctions that may be imposed on the Company in this regard.
3. The Company shall not be obliged to accept any document the authenticity, completeness or accuracy of which it has doubts about and which the Company considers necessary for the proper performance of the requested service, and in such case shall be entitled to request the Client/Trader to provide such further information and documents as it deems necessary to prove the authenticity, completeness or accuracy of the information or document in question.
4. The Company shall be entitled to require verification of the Client's signature on any contractual or Payment Transaction documents.
5. The Client shall not assign, pledge or otherwise encumber any receivables due against the Company without prior written consent of the Company. The Client consents to the Company transferring its rights and obligations under the Agreement to another person. In such case, the Company is obliged to inform the Client immediately.
6. Failure to exercise any right or delay in exercising such right by either Contracting Party shall not be construed as a waiver of such right.
7. The Company shall be entitled to require the provision of adequate security or margining for its claims against the Client, even in the course of providing the service, failure to provide such security or margining shall constitute a material breach of the Agreement by the Client and the Company shall have the right to terminate the provision of any service in such case, in particular to withdraw from the Agreement.
8. Persons authorized by the Client in the Agreement are entitled to carry out Payment Transactions on behalf of and for the account of the Client, to use other services provided for in the Agreement, to the extent and in the manner specified in the Agreement. Such persons are authorized to act independently, unless otherwise specified. Such persons shall not be entitled to amend, supplement or cancel the Agreement unless they are authorized to do so by a special power of attorney granted by the Client.
9. Any revocation of a payment order, as well as an order relating to the transfer of Electronic Money, at the initiative of the Client must be delivered to the Company in person or sent in writing by email to podpora@neterapay.eu. The revocation may not be carried out after the transaction has taken place.
10. The payer's request for a possible refund of the amount of an authorized Payment Transaction initiated by the payee is governed by Section 176 of the PSA.

11. The Company is entitled to make a corrective settlement if the amount of the transaction has been settled contrary to the Client's order (e.g. in the wrong amount or to the wrong account).
12. In the event of a market disruption or other event countable as force majeure affecting the performance under the Agreement and it is therefore not possible to fulfil the terms of the Company's services, the Contracting Parties are obliged to agree in good faith either to terminate the service and return the relevant performance affected by the market disruption or event countable as force majeure, or to agree to continue the transaction under the terms possible after the removal of the force majeure or market disruption.
13. The Client agrees that the contractual relationship, as well as all legal relations arising from this contractual relationship, between the Client and the Company shall be governed by the legal regulations of the Czech Republic. The place of performance under the Agreement is the registered office of the Company in the Czech Republic, the contractual relationship is governed by the place of the performance. Services under the Agreement and these GTC are provided in the Czech Republic, where the Online Banking System/ User Account is also established and operated.
14. The Client and the Company shall use their best efforts to resolve any disputed matters amicably, taking into account the legitimate interests of both parties. Unless otherwise agreed between the parties, the courts of the Czech Republic shall have jurisdiction to settle disputes.
15. The provisions of legal regulations or these GTC for the protection of Consumer shall not apply to the Trader. If the Client uses the Payment Account services in connection with business activities, they are obliged to prove within one week that they are a small business within the meaning of the PSA. If the Client fails to do so within this period, they shall be deemed not to be a small business. All provisions relating to Clients shall apply to Registered Users of the NeteraPay Sales Gateway, unless this is excluded by the nature of the case.
16. The Client is responsible for ensuring that their email address is operational and can be used to send emails throughout the duration of the contractual relationship. The Company shall not be liable in cases where the Client fails to keep their email address operational or fails to regularly check the email messages received and respond to them in a timely manner.
17. The Client undertakes not to pass on or disclose to third parties, without the express consent of the Company or lawful reasons, information about the agreed business and contractual terms and conditions, as well as other information relating to the Company's business activities, business or technological processes and know-how, if the Client obtains such information in the course of the contractual relationship. This also applies to information and procedures or the security of the Online Banking System/User Account. The Client further undertakes to prevent the accessibility of the Online Banking System Internet banking/User Account software to third parties. These obligations shall survive the termination of the contractual relationship with the Company.
18. The Company undertakes not to pass on or disclose to third parties information about the Client that it has obtained in connection with the Agreement or its performance without the Client's consent or lawful reasons. However, this is without prejudice to the fulfilment of reporting or information obligations to public authorities under the legal regulations.
19. These GTC are in force and effect for existing Clients as of 1 April 2022 until revoked and replace all previous GTCs, for new Clients they are effective as of the date of delivery.