

Pre-Contract Information

1. Information on the Provider

Provider: Crea Pay s.r.o. (Hereinafter referred to as the "Company")
IČ (ID Number): 053 30 769
Registered office: V jámě 699/1, Nové Město, 110 00 Prague 1
Incorporation: Commercial Register maintained by the Municipal Court in Prague, file number C 262039
Registration: Register of Small-Scale Payment Services Providers maintained by the Czech National Bank on 1.6.2017

Contact address: V jámě 699/1, Nové Město, 110 00 Prague 1
Telephone number: +420 607 260 000
E-mail address: support@creapay.cz
Website: www.creapay.cz

Supervisory body: Czech National Bank, Na Příkopě 28, 115 03 Prague 1

2. Information about the services provided

The company Crea Pay s.r.o., IČ: 053 30 769 is authorized to operate as a electronic money issuer (small-scale) pursuant to Act No. 370/2017 Coll., on payment systems related to electronic money to:

- a) issuance of electronic money;
- b) distribution of electronic money;
- c) reverse exchange of electronic money.

Electronic money means monetary value which:

- a) represents a debt against the person who issued it,
- b) is stored electronically,
- c) is issued against the receipt of funds for the purpose of carrying out payment transactions and
- d) is accepted by a person other than the one who issued it.

Client identifier

- 1) **You will be assigned an identification number used for your identification in payment transactions** - The identification number is used to execute payment orders or, where applicable, to log into the User Account, i.e. to identify and distinguish and the Client and the Client's payments.

Submission and authorisation of payment transactions

- 1) **Physical payment order** - in case of a written transfer order, the request for the transfer of funds is submitted using a prescribed physical form in the Company's registered office or at selected branches of the Company. The Company's employee

Crea Pay is operated by Crea Pay s.r.o., reg. no.: 05330769, recorded in the Commercial Register kept by the Municipal Court in Prague, Section C, file 262039.

Registered office address: V Jáme 699/1, Prague, 110 00 Czechia

Crea Pay s.r.o. is a licensed small-scale Electronic Money Issuer regulated by Czech National Bank.

will receive the transfer order, check the transfer order form for completeness and verify the identity of the person submitting the transfer order using the person's identification document and signature specimen that the Company has on file. If any deficiencies are found, the employee will immediately inform the person submitting the payment order of such deficiencies and request a correction.

- 2) **Electronic transfer order** - while entering a transfer order through the User Account, the Client will fill out and submit a transfer order e-form in the User Account. The execution of the order is documented electronically in the Company's information system. In case of an external transfer from a payment account, the transfer order is authorised by the Client if the Client has authorised the transfer order in the Client's User Account or by phone. In case of an internal transfer within the Company, the Company will execute a transfer order authorised by the Client if the Client has approved it by entering the Client's login details when logging into the Client's User Account and by entering a one-time text message code to authorise access to the User Account and by subsequently signing the electronic transfer order and authorising the signature of the electronic transfer order using a one-time text message code.

Revocation of orders

A Client submitting a payment order may revoke the payment order until it has been received. A payment order with a deferred due date cannot be revoked after the Company's Hours of Operation before the day when the payment order is received. A payment order made by the Client through the payee cannot be revoked once it has been transferred by the Client to the payee. The agreement between the Client and the Company, under which the Client may revoke a payment order made through the payee after the expiry of the time even after it has been transferred to the payee, is subject to the payee's consent. The fees for the revocation of a payment order, if the payment order was revoked after the expiry of the set time limits, are listed in the Schedule of Fees. If the Client has submitted payment orders for several transactions at once, the conditions for the revocation of payment orders are assessed separately for every payment transaction.

A payment order made by the Client through the payee cannot be revoked without the payee's consent once it has been transferred by the Client to the payee. If a payment order for several transactions at once has been submitted, the conditions for the revocation of payment orders are assessed separately for every payment transaction.

Moment of receipt of a payment order

- 1) **Receipt during hours of operation** - a payment order is received at the moment when the Company receives a payment order directly from the Client or at the payee's request.
- 2) **Deferred payment order due date** - if the Client submitting the payment order for a payment transaction and the Company agree that the execution of a payment transaction will start at a certain moment, at the moment when certain conditions are met, or at the end of a certain time (hereinafter referred to as the "deferred payment order due date"), a moment defined in this matter shall be considered the moment of receipt.

- 3) **Receipt outside hours of operation** - should the moment of receipt of the payment order be at a time, which is not during the Company's hours of operation, it is assumed that the payment order was received at the beginning of the following hours of operation of the Company.
- 4) **Moment near the end of the hours of operation** - payment orders received by the Company later than towards the end of the Hours of Operation agreed with the Client shall be considered received at the beginning of the following Hours of Operation.

Maximum times for the performance of a payment service

- 1) **External transfer to a payment account** - the Company will credit the amount of the payment transaction to the Payment Account of the Client as the payee immediately upon its crediting to the payment transactions account or, if the payment transaction was made in a currency of a non-EU country, by the end of the working day following the day of its crediting to the Company's account.
- 2) **External transfer from a payment account** - based on the Client's payment order for the transfer of funds, the Company will ensure that the amount is credited to the payee's provider's account by the end of the working day following the date of receipt of the payment order.

If a payment transaction is made:

- a. in euro accompanied by a paper payment order and not involving a currency exchange;
- b. in euro accompanied by a paper payment order and involving a currency exchange between euro and the currency of the Member State, in whose territory the currency exchange takes place;
- c. in the Czech currency executed within the territory of the Czech Republic and involving a currency exchange other than the exchange between the Czech currency and euro; the amount may be credited to the payee's provider's account by the end of the 2nd working day following the day of receipt of the payment order.

If a payment transaction is made:

- a. in euro involving a currency exchange between euro and a currency of a non-EU state in whose territory the currency exchange takes place;
- b. in the Czech currency not executed only within the territory of the Czech Republic; or
- c. in a currency of another Member State with the exception of euro, the amount may be credited to the payee's provider's account by the end of the 4th working day following the day of receipt of the payment order.

- 3) **Internal transfer within the Company** - the Company shall ensure that, based on a Client's payment order for the execution of the transfer of funds to another Client of the Company to an account with the Company, the amount of the payment transaction is credited to the account of the Client-payee with the Company
 - a. by the end of the day of receipt of the order if it is a transfer within the Czech Republic in the Czech currency;

- b. by the end of the working day following the receipt of the payment order in case of transfers other than those referred to in item (a);
- c. within a time agreed with the Client if it is a deferred payment.

Maximum total amount of a payment transaction using a payment instrument

Not applicable

Fee information

- 1) Charges** - the Client shall pay the fees listed in the Schedule of Fees to the Company for the payment services provided. Fees shall be paid for every payment transaction at the amount listed in the Schedule of Fees. The Schedule of Fees is available in the Company's registered office or on the Company's website.

Information about interest and exchange rates

- 1) Interest rates** - no interest accrues on the Client's funds in a payment account.
- 2) Exchange rates** - the Company announces exchange rates for the currencies accepted by the Company for trading on a daily basis. The Company determines exchange rates regularly depending on the developments of the exchange rates on the foreign exchange market. The Company publishes exchange rates for the individual currencies at least once a day at the start of the business day. If the exchange rates for the individual currencies change during the day, the Company keeps changing and publishing the exchange rates as appropriate. The Company publishes exchange rates for the relevant business day and their changes on the Company website. The Company always lists and announces all exchange rates in relation to the Czech Koruna (CZK). At the Client's request, the Company may individually agree on announcing exchange rates between other currencies.
- 3) Individual exchange rates** - individual exchange rates are agreed only at the Client's request. If the Client requests an exchange of a larger amount in a foreign currency, the Company and the Client may agree on an individual exchange rate. The option to arrange an individual exchange rate depends on the amounts in foreign currencies to be exchanged. Limits for the option to arrange an individual exchange rate are divided into three levels depending on the amounts in foreign currencies to be exchanged.

Means of communication

- 1) Means of electronic communication** - Payment orders are submitted using physical forms, instructions in the Client's User Account available on the Company website or by phone. Communication between the Company and the Client is primarily electronic, i.e. via e-mail or messages in the User Account.
- 2) Requirements** - the use of means of electronic communication while using the Company's payment services requires access to a computer, table or smartphone connected to the Internet. In addition, the Client will need a mobile phone with an

active SIM card that enables receipt of text messages. Without such means of communication and telecommunication services provided by third parties, the Client will not be able to use electronic communication with the Company.

Providing and disclosing information

- 1) Information prior to the execution of a transaction** - before executing a payment transaction, the Company shall provide the Client, at the Client's request, with information (a) about the time limit for the execution of the payment transaction; (b) about the fee payable by the Client to the Company for the execution of the payment transaction, and, if the fee consists of multiple items, a breakdown of the fee items.
- 2) Information about the transfer of funds** - based on the execution of a payment transaction according to the Client's payment order, the Company shall provide the Client with the following information:
 - a. identification details of the payment transaction and, where applicable, details of the payee;
 - b. the amount of the payment transaction in the currency in which the Client's Payment Account is debited or in the currency used for the payment order;
 - c. details of the fee payable by the Client to the Company for the execution of the payment transaction and, if the fee consists of multiple separate items, a breakdown of the items;
 - d. where applicable, the exchange rate used by the Company and the amount of the payment transaction after the currency exchange;
 - e. the value date of the amount debited from the Client's Payment Account or the date of receipt of the payment order.
- 3) Information about the crediting of funds** - based on the execution of a payment transaction to the credit of the Client's account, the Company shall provide the Client with the following information:
 - a. identification details of the payment transaction and, where applicable, details of the payer and other details provided in connection with the payment transaction;
 - b. the amount of the payment transaction in the currency in which the amount was credited to the Client's payment account;
 - c. details of the fee payable by the Client to the Company for the execution of the payment transaction and, if the fee consists of multiple separate items, a breakdown of the items;
 - d. where applicable, the exchange rate used by the Company and the amount of the payment transaction before the currency exchange;
 - e. the value date of the amount credited to the Client's payment account.
- 4) Method of provision** - communication between the Client and the Company is primarily electronic - via e-mail and the User Account. All physical notices, correspondence or documents made or sent under the Agreement may be delivered by hand against a written confirmation of receipt, sent by email to the e-mail address of the other Party or sent by registered mail to the address of residence or registered

office or to an address notified by either of the Parties to the other Party in writing no later than 10 (ten) days before the shipment is sent. A document sent by e-mail to the email address of the other Party shall be deemed to have been delivered upon the delivery of a system confirmation of receipt of the e-mail to the e-mail address of the other Party to the sender. The Client's e-mail address shall be always used to deliver e-mails to the Client. If a document sent through a licensed postal service provider is not delivered to the other Party earlier, the document shall be deemed to have been delivered on the fifth (5th) day of the handover of the shipment to the licensed postal service provider for transport. The Client is responsible for notifying the Company of any change to the Client's address or, where appropriate, mailing address in a timely manner. If means of communication are used by the Parties during the term of the Agreement, the Company is not liable for any loss resulting from failures of the post, fax, electronic or other means of communication and technical devices used to provide the relevant services of the Company, including but not limited to failures of means of communication, the Website, electronic data exchange systems and payment systems (including the User Account).

- 5) Time limit for making accessible** - in the Client's User Account, the relevant information is made accessible immediately after its recording in the Company's information system. Payment account statements are issued to the Client once (1x) a month.

Language of communication

- 1) Agreement** - the Agreement is made in the Czech language. It may be agreed with the Client that the Agreement will be made in English or Russian.
- 2) Language for communication** - all communication between the Company and the Client after the conclusion of the Agreement will be conducted in the Czech language or in the language agreed between the Client and the Company.

Reporting unauthorised handling of the Client's User Account

If the Company has a suspicion that a third person is trying to log into the Client's User Account without authorisation or fraudulently, the Company shall block access to the User Account and notify the Client thereof without undue delay by phone. If the Client authorises access with a Company employee by means of phone authorisation or electronic authorisation (text message code), the User Account will be made accessible again. However, the Client will be required to change the access password to the User Account.

Right to information

During the term of the Agreement, the Company shall provide to the Client at the Client's request at any time (a) the content of the Agreement, and (b) other information that the Company is obliged to provide or disclose by law.

3. Information on the Agreement

Changes to the Agreement

- 1) Accepting the proposal** - Changes to the Framework Agreement shall be deemed to have been accepted when:
- a. the Company has proposed a change to an obligation arising from the Framework Agreement no later than two(2)-month for natural persons and one(1)-month for legal persons before the proposed effective date;
 - b. the Client has not rejected the proposed change to the obligation arising from the Framework Agreement before the proposed effective date of the change;
 - c. the Company informed the Client of the consequence in the proposed change to the obligation arising from the Framework Agreement;
 - d. and the Company informed the Client in the proposed change to the obligation arising from the Framework Agreement of the Client's right to terminate the obligation arising from the Framework Agreement if the Client has rejected the proposed changes.

The Client has the right to reject the change to the obligation arising from the Agreement by terminating the obligation under the Framework Agreement by the proposed effective date of the change with immediate effect and free of charge.

Term of the Agreement

The Agreement is concluded for an indefinite period.

Termination

The Agreement shall terminate by notice. The Agreement may be terminated by the Client at any time with a one(1)-month notice period. The Agreement may be terminated by the Company with a two(2)-month notice period for natural persons and one(1)-month notice period for legal persons if:

- a. the Client fails to meet its obligations under the Agreement;
- b. the Client makes payment transactions in violation of Act 253/2008 Sb.

The notice must be made in writing and duly signed. The notice period begins on the first day following the delivery of the notice to the other party.

As soon as the notice comes into effect, the Client's active access to the User Account is blocked, i.e. the Client can no longer use the Payment Services but still has access to the documentation accessible in the User account (including but not limited to the Payment Account statements, communication between the Company and the Client etc.).

Governing law

The legal relationship established by the Agreement shall be governed by the laws of the Czech Republic.

- 1) Jurisdiction** - the parties agree that the District Court for Prague 3 has jurisdiction over any disputes arising from this Agreement unless the defendant is a consumer. If the Client is a consumer and the defendant, the court with jurisdiction at the place of residence of the Client-consumer will have jurisdiction to hear the case.

- 2) **Supervision** - the Client is entitled to file a complaint with the body supervising the Company's activities, i.e. the Czech National Bank.
- 3) **Alternative dispute resolution** - the Client is entitled to turn to the Financial Arbiter of the Czech Republic. All proceedings before the Financial Arbiter are initiated by a motion. A motion may be filed using a form issued by the Financial Arbiter.

4. Information on Obligations and Liability

Protection of payment instruments

The Company shall allow the Clients to use the User Account to make requests for a currency exchange and transfers of funds from the Clients' payment accounts with the Company and to view their payment account balance and other information about the payment transactions executed in their payment accounts. The Client shall prevent any misuse of the User Account login details by a third party, i.e. the Client shall protect his or her login details from disclosure to third parties, it is forbidden to make written records of login details or to keep previously recorded details of the username and password together in one place. The Client shall not disclose or allow third persons to use his or her login details. If the password to access the User Account is lost, the Client shall contact the Company immediately and request that the access to the User Account be locked or change the access password.

If the Company has a suspicion that a third person is trying to log into the Client's User Account without authorisation or fraudulently, the Company shall block access to the User Account and notify the Client thereof without undue delay by phone. If the Client authorises access with a Company employee similarly as in case of electronic or phone authorisation (text message code), the User Account will be made accessible again. However, the Client will be required to change the access password to the User Account. The Client shall notify the Company of any loss, theft, misuse or unauthorised use of a payment instrument, including any of the login details. A loss, theft, misuse or unauthorised use of a payment instrument may be reported in person, by post, phone or electronic message sent to any of the Company's contact addresses. The Client shall be fully liable for any damage incurred by the Client as a result of the loss, theft of security elements or as a result of their misuse by a third party. The Client is responsible for all operations executed until the access to the User Account is blocked.

Client's liability for unauthorised payment transactions

- 1) The Client shall bear any loss resulting from an unauthorised payment transaction
 - a. up to a maximum of EUR 50 if resulting from the use of a lost or stolen payment instrument or from the misappropriation of a payment instrument;
or
 - b. in full if the loss was caused by the Client's fraudulent behaviour or as a result of an intentional or grossly negligent violation of any of the Client's obligations under the Agreement.
- 2) The above item (a) shall not apply if the Client did not act fraudulently and
 - a. the loss, theft or misappropriation of the payment instrument was not detectable to the Client prior to the execution of the unauthorised payment transaction, or

- b. the loss, theft or misappropriation of the payment instrument was caused by the Company's actions.

Item (1) shall not apply if the Client did not act fraudulently and

- a. the loss arose after the Client reported the loss, theft or misappropriation of the payment instrument;
- b. the Company failed to provide the Client with suitable means allowing the Client to report the loss, theft or misappropriation of a payment instrument at any time; or
- c. the Company failed to request strong Client authentication.

Method of and time limit for reporting unauthorised or incorrect transactions

- 1) Method** - the Client shall exercise the rights arising from an unauthorised or incorrectly executed payment transaction with the Company in writing. The written notice must be demonstrably delivered to the Company.
- 2) Time limit** - the Client is entitled to exercise his or her right to rectification of an unauthorised or incorrectly executed payment transaction in court or another competent authority if the Client reports the unauthorised or incorrectly executed payment transaction to the Company without undue delay after finding out about it but no later than within 13 months of the date when the amount of the payment transaction was debited from the payment account or was made available by the Client for the payment transaction otherwise. The Client-payee may exercise his or her right to demand rectification of an incorrectly executed payment transaction in court or another relevant authority if the Client reports the incorrectly executed payment transaction to the Company without undue delay after finding out about it but no later than within 13 months of the date when the amount of the payment transaction was credited to the payee's payment account or was made available to the payee otherwise.

Company's liability for an unauthorised transaction

- 1)** If an unauthorised payment transaction is made, the Company shall immediately but no later than by the end of the day following the day when the Company detected the unauthorised payment transaction or was notified thereof by the Client
 - a. restore the payment account, from which the amount of the payment transaction was debited, to the condition in which it would have been had the amount never been debited; or
 - b. refund the amount of the payment transaction, any fees paid and loss of interest to the Client if the procedure under item (a) is not practicable.
- 2)** The time referred to in item (1) will not begin for as long as the Company has a reason to believe that the Client acted fraudulently if the Company notifies the supervisory authority with a statement of grounds.
- 3)** Item (1) does not apply if the loss resulting from the unauthorised payment transaction is borne by the Client.

Company's liability for an incorrectly executed transaction

- 1)** The Company shall rectify an incorrectly payment transaction towards the Client unless it proves to the Client and, where applicable, to the payee's provider that the amount of the incorrectly executed payment has been credited to the payee's provider's account. In that case, the payee's provider will rectify the incorrectly executed payment transaction for the payee.
- 2)** Item (1) shall not apply to a payment transaction for which the payment order is submitted by the payee or the Client through the payee if the payee's provider failed to comply with its obligation to transfer the payment order to the Company. The payee's provider shall prove to the payee at the payee's request whether this obligation has been complied with.
- 3)** If the Company is obliged to rectify an incorrectly executed payment transaction towards the Client and the Client notifies the Company that the Client no longer insists on executing the payment transaction, the Company shall immediately
 - a. restore the payment account, from which the amount of the payment transaction was debited, to the condition in which it would have been had the amount never been debited; or
 - b. refund the amount of the payment transaction, any fees paid and loss of interest to the Client if the procedure under item (a) is not practicable.
- 4)** The procedure in item (3) only applies to the amount of the incorrectly executed payment transaction that had not been credited to the payee's provider's account before the Client notified the Company that the Client no longer insisted on the execution of the payment transaction provided that the Company proves the crediting to the Client and, where applicable, to the payee's provider.
- 5)** If the Company is obliged to rectify an incorrectly executed payment transaction towards the Client and the Client does not notify the Company that the Client no longer insists on executing the payment transaction, the Company shall immediately
 - a. restore the Client's payment account to the state, in which it would have been had the Company executed the payment transaction correctly, or
 - b. refund the incorrectly paid fees and loss of interest to the Client if the procedure under item (a) is not practicable.
- 6)** If the Company is obliged to rectify an incorrectly executed payment transaction for the payee, the payee's provider shall immediately
 - a. restore the payee's payment account to the state, in which it would have been had the payee's provider executed the payment transaction correctly, or
 - b. make the amount of the incorrectly executed payment transaction, any fees paid and loss of interest available to the payee if the procedure under item (a) is not practicable.
- 7)** If the Company, which has violated the obligation to ensure that the amount of the payment transaction is credited to the payee's provider's account within the agreed time, requests it, the payee's provider shall restore the payee's payment account to the state, in which it would have been had the Company ensured that the amount of

the payment transaction is credited to the payee's provider's account in a timely manner.

Refund of an authorised payment transaction

In case of a payment transaction based on a payment order given by the payee or the Client through the payee, the Client is entitled to require a refund of the amount of an authorised payment transaction within 8 weeks of the date when the amount of the payment transaction was debited from the Client's payment account if

- a. the authorisation did not specify the exact amount of the payment transaction when the authorisation was made; and
- b. the amount of the payment transaction exceeds the amount that the Client could have reasonably expected given all the circumstances; the Client may not, however, make an objection of an unexpected change in the exchange rate if the reference exchange rate agreed between the Client and the Company was used.

Conditions for the refund of an authorised payment transaction

- 1) If the Company received consent to a payment transaction directly from the Client and if, where applicable, information about the exact amount of the payment transaction was provided or made available by the Company or the payee to the Client as agreed at least 4 weeks before the receipt of the payment order, the Company shall not be obliged to refund the payment transaction.
- 2) The Company shall refund the authorised payment transaction in the manner specified in item (3) if
 - a. the authorised payment transaction was based on a payment order given by the payee or the Client through the payee;
 - b. the Client has requested the refund of the authorised payment transaction within 8 weeks of the date when the amount of the payment transaction was debited from its Payment Account;
 - c. the authorisation did not specify the exact amount of the payment transaction when the authorisation was made; and
 - d. the amount of the payment transaction exceeds the amount that the Client could have reasonably expected given all the circumstances; the Client may not, however, make an objection of an unexpected change in the exchange rate if the reference exchange rate agreed between the Client and the Company was used; the Client shall provide the Company, at its request, with information and documents indicating that the conditions for the refund of the payment transaction have been met.
- 3) If the conditions for the refund of an authorised payment transaction under paragraph (2) have been met, the Company shall, within 10 working days of the date of the Client's request for a refund,
 - a. restore the payment account, from which the amount of the payment transaction was debited, to the condition in which it would have been had the amount never been debited; or
 - b. refund the amount of the payment transaction, any fees paid and loss of interest to the Client if the procedure under item (a) is not practicable.

- 4) The Client shall provide the Company, at its request, with information and documents indicating that the conditions for the refund of the payment transaction under item 2(d) have been met.

- 5) If the Company fails to refund an authorised payment transaction in accordance with item (3), it shall communicate to the Client within 10 days of the Client's request for a refund the reason for rejection together with information about the method of alternative dispute resolution between the Client and the Company and of the Client's ability to notify a supervisory authority.