

## General Business Terms of Cyberstar s.r.o.

### I. General Provisions

1. General business terms of Cyberstar s.r.o. (hereinafter referred to as the „Company“), issued in terms of § 1751 et seq. of the Act no. 89/2012 Coll., Civil Code, as amended (hereinafter referred to as “GBT”) regulate basic terms under which the Company provide its clients with payment services.
2. The Company provides services to the client base on a framework contract and one-time contracts – orders concluded between the Company and the client - and the GBT, which are an integral part of the Contract. Unless otherwise stipulated in the Contract, the provisions of the Contract shall take precedence over the GBT.
3. Information about the Company: name Cyberstar s.r.o., with its registered office at Kodaňská 1441/46, 101 00 Prague 10, Czech Republic, incorporated in the Commercial Register of the Municipal Court in Prague, Section C, Insert 306203, email: info@cyberstarpayments.com.
4. The Company is a holder of a license for the activities of a small-scale payment service provider under the Payment System Act (PSA), which was issued by the Czech National Bank. The company is entitled to provide payment services according to § 3 section 1 let. c), e) and f) of Act No. 370/2017 Coll., on Payment System (hereinafter referred to as “PSA”).
5. The client declares that he got acquainted before providing services by the Company with the content of the Contract, GBT, Price List and Policy, information about the Company, basic information about the provided services, information about GDPR and Cookies or other important information regarding the conditions of providing services (hereinafter also „important information“). All important information is available in Company's Internet banking or on request via e mail stated in point 3 of this article.
6. The client agrees that he will be previously informed of any substantial change in important information or other changes, in particular via the Company's Internet banking, or via e-mail communication. The Client declares that he has access to the Internet service, uses this service regularly, and has the opportunity to become acquainted with the information before each provision of the service.
7. Client will be deemed to have accepted any change to these terms and conditions unless client notify company of any objection before the proposed date of the change. If client notify company that client do not accept the change in the time between the receipt of the notice and the proposed date of change, company can terminate immediately the contract among company and client.
8. The client and the Company have agreed on e-mail correspondence as a common method of communication and a common way of transmitting information in connection with the Contract. E-mail correspondence will be sent by the Company to the e-mail address provided by the client. The client gives the Company and the corporations of the group of which the Company is a member, consent to the sending of e-mail and letter business messages related to the offer of services.

### II. Definition of Terms

For purposes of GBT and the Contract, the following is defined:

1. **client** – a physical or corporate entity that entered into a Contract with the Company, based on which services are provided.
2. **Contract** – Framework contract which includes the GBT, Price list, Policy, Warranty Claim and individual payment transactions, or one-time contracts concluded for the purpose to execute a payment transaction.
3. **payment service or service** – payment service according to § 3, section 1 let. c), e) and f) Payment System Act; the Company is entitled to provide such a service based on a licence of the Czech National Bank.
4. **internet banking**– a mean for controlling payments account held by the Company via the Internet.
5. **client's payment account** (also referred to as “CPA”) – the client's account which is used to perform payment transactions.
6. **payment transactions** - depositing funds to the payment account by the client, withdrawing funds from the payment account by the client, or transferring funds to the client, if it is performed within the payment service.
7. **payment order** - an order for a payment transaction given by a client of the Company.
8. **currency conversion** - the exchange of one currency for another at a predetermined exchange rate.
9. **exchange rate** - the value at which the Company offers the sale or purchase of foreign currency.
10. **working day** – day when banks in the Czech Republic are open; a system of payments can be made among such banks.

11. **market disorder** – an unforeseeable event causing that neither the Company nor the client shall be able to gain information about a market exchange rate decisive for the given transaction in the appropriate payment transaction or if transactions in the appropriate market are stopped or limited or if there is another market disorder of a system of payments.
12. **politically exposed person** – physical person who is or has been in an important public function with national competency, e.g. head of state, prime minister, minister, deputy or secretary minister, member of the parliament, member of the Supreme Court, Constitutional Court or another higher judicial authority against which decision it is generally not possible to use, with exceptions, discretionary remedies; it can be also a member of the Court of Auditors, supervisory authority of the central bank, high-ranking officer in armed forces or corps, a member of administrative, governing or auditing body of a company in state possession, ambassador or chargé d'affaires, physical entity who has similar functions in bodies of the European Union or other international organizations for the period of this function performance and also for the period of one year after termination of this function; a person who has his permanent address outside the Czech Republic or has such an important public function outside the Czech Republic; and related persons.
13. **PSA** – Act no. 370/2017 Coll., on Payment System.

### III. Conclusion of a Framework Contract

1. The framework Contract may be concluded in person, by correspondence, or electronically via the Internet interface.
2. In the case of the conclusion of a Framework Contract, it shall be concluded when the following conditions are met:
  1. the client gets acquainted with the GBC, Price List and other important documents/information and that he indicates it by the consent in the appropriate manner to the Company,
  2. the client fills in all data required in the Framework Contract,
  3. documents verifying the client's identity will be delivered to the Company.
3. Correspondence to the conclusion of a Framework Contract is maintained if a scan of the signed contract in the .pdf and other required documents is delivered to the info@cyberstarpayments.com e-mail address.
4. The electronic way is maintained if the Framework Contract is signed by electronic means according to the valid legal regulations, i.e. by a secured electronic signature, or the Framework Contract is delivered by e-mail, from which it is possible to determine unequivocally the identification of the acting person (the e-mail is, for example, provided with the name and surname of the client).
5. If the technical equipment of the Company allows it when signing the Framework Contract the client's signature on the Framework Contract can also be personally replaced by electronic means (electronic pencil, biometric elements).
6. In connection with the conclusion of the Framework Contract, the client identification is performed under applicable legal regulations. The Client is obliged to provide the necessary cooperation to the Company and to submit documents for identification.

### IV. Provision of payment services according to § 3 par. 1 let. c) PSA

1. The Company shall open the CPA after the conclusion of the Framework Contract. The Account serves as a record of the payment funds entrusted to the Company in connection with record keeping of payment transaction provided by the Company for the Client under the Contract and orders for the execution of payment transactions.
2. The Company provides payment services consisting of the execution of non-cash payment transactions with possible currency conversion. When providing payment services, the Company proceeds according to the Client's instructions and under the conditions agreed in the Framework Contract and according to the orders for the execution of payment transactions.
3. Orders for the execution of payment transactions will be entered by clients via the internet banking.
4. Procedure for arranging a currency conversion transaction:
  1. the client the client is acquainted with the course (if relevant),
  2. the client enters a payment transaction via internet banking,
  3. The Company verifies the requisites of the payment transaction and performs this.
5. In the event of a malfunction of internet banking, it is possible to manage funds on the CPA via e-mail and telephone verification. In this case, the procedure is similar to Chapter V. Conclusion of a one-time contract and provision of payment services according to § 3 par. f) PSA.

## **V. Commission fees, interest and exchange rate**

1. Services provided by Cyberstar to the Client are paid services, for which payment is set as a Commission Fee in the form of fees, commission, interest etc.
2. The amount and procedure of payment for Services rendered to the Client are determined by the Price List in force at the time of rendering the Services, except where the amount and procedure of payment of such Services is stipulated in the Contract on Services.
3. The Client confirms being carefully studied the prices and terms of payment services and other Cyberstar Services that are applied and relevant to the Client.
4. Cyberstar has the right to deduct the Commission Fees for rendered Services from any Payment Account opened by the Client with Cyberstar.
5. Cyberstar Commission Fees are deducted in default currency of the Payment Account, unless otherwise indicated in the Price List and/or Contract on Services.
6. The Client undertakes to ensure a sufficient amount of money in the Payment Account in order to allow to Cyberstar to deduct it as the Commission Fee according to the Price List. If the amount of funds in the indicated currency is insufficient to pay the Commission fee, Cyberstar has the right, but not the obligation, to exchange money on the Payment Account in another currency into a necessary currency by applying the Reference Exchange Rate. If there is money in several different currencies, Cyberstar may choose the currency for exchange at its discretion.
7. The Client, having failed to pay Cyberstar the remuneration for provided Services, at the demand of Cyberstar must pay Penalty Interest for each day overdue.
8. A revised Reference Exchange Rate and a revised Reference Interest Rate shall be applied by Cyberstar immediately without a separate warning. The Client can obtain information about changes in Website, unless Cyberstar and the Client have agreed otherwise.

## **VI. Conclusion of a one-time contract and provision of payment services according to § 3 par. 1 let. f) PSA**

1. The one-time contract can be concluded in person or electronically via the internet interface.
2. In the case of concluding a one-time contract, it shall be concluded when the following conditions are met:
  1. the client gets acquainted with the wording of the GBC, Price List, Policy and Warranty Claim, the amount of any course,
  2. the client provides all data and documents required for the execution of the payment transaction,
  3. the Company will be delivered documents verifying the identity of the client,
  4. all legal requirements are verified by the Company,
  5. an employee of the Company verifies the requisites of the payment order and the identity of the client using telephone communication and a telephone password.
3. The client is responsible for the correctness and accuracy of all the above payment instructions.
4. The Company will send a confirmation of the payment transaction to the client's e-mail.

## **VII. Settlement period, the information obligation**

1. Transaction will be settled without undue delay after receiving pecuniary means defined for a payment transaction from the client to a separate bank account of the Company or client's payment account. The Company fulfils the information obligation arising from the provisions of the PSA towards clients through e-mail messages sent to clients to e-mail addresses in the Company's records or via internet banking. The information is sent no later than the end of the next working day after the settlement of the transaction.
2. The Company is not responsible for cases where the method of providing the payment service described in this provision cannot be used for reasons beyond the Company's control.
3. The contracting parties undertake to provide each other with the maximum possible cooperation and to fulfil their obligations without undue delay so that each payment transaction is settled properly and on time.
4. In the event of non-execution of a payment transaction for any reason, the Company is obliged to inform the client of this fact and settle with the client the liabilities already incurred from this non-executed payment transaction.
5. The client is obliged to report information on the theft of information enabling the execution of payment transactions through the Company or the execution of any unauthorized transactions to the Company immediately after such discovery. The information can be reported to the email support@cyberstarpayments.com. The Client is fully

responsible for their possible misuse, until the moment he reports to the Company their loss, theft, or unauthorized use by third parties. The Company will block the profile as soon as the Client reports a loss, theft, or suspicion of unauthorized use. From the moment of reporting the loss, theft, or unauthorized use of access rights, the Company is responsible for their misuse.

6. Unless expressly stated otherwise in the contract or agreed between the contracting parties, the provision of the service may be arranged or the service may be provided, in particular a payment transaction, exclusively on working days from 9:00 to 17:00 hours valid in the Czech Republic. The moment close to the end of working hours is 16:45.
7. The payer shall bear the loss from unauthorized payment transactions up to the amount corresponding to EUR 50 if this loss was caused using a lost or stolen payment instrument or by the misuse of the payment instrument. The Payer shall bear the loss from unauthorized payment transactions in full if he caused this loss by his fraudulent conduct or by intentionally or through gross negligence violating any of his obligations specified in § 165 of the PSU. The provisions of the preceding sentences shall not apply if the payer did not act fraudulently, and the loss arose after the payer reported the loss, theft, or misuse of the payment instrument or the provider did not ensure that the user had the appropriate means to report the loss, theft, misuse or unauthorized use of the payment instrument.
8. The Client is further obliged to immediately notify the Company of incorrectly executed payment transactions in the manner specified in paragraph 3 of this Article.
9. The Company informs the client in case of suspicion of unauthorized or fraudulent use of Internet banking via e-mail communication or by publishing information on the website.
10. In the event of incorrect execution of the client's payment order through the fault of the Company, the Company is obliged to restore the status of the client's payment account to the state before the error occurred.
11. Protection of pecuniary means entrusted to the Company. Pecuniary means, which are entrusted to the Company for a payment transaction, are kept separately from own pecuniary means of the Company and pecuniary means of other persons, except for pecuniary means of clients. Pecuniary means of clients are kept on separate bank accounts of the banks. Pecuniary means of clients are not part of the assets of a bankrupt of the Company. If a decision on the bankruptcy of the Company was given, a special insolvency administrator is obligated to provide clients with pecuniary means which were entrusted to the Company for purpose of a payment transaction.
12. Protection of client's property in case of bankruptcy of a bank managing a separate bank account of a payment institution. Pecuniary means of clients registered on a separate bank account of the Company are a receivable from the deposit with a special regime, according to § 41f, Act no. 21/1992 Coll., on Banks. The Company met its legal duty according to § 41f, section 2, Act on Banks, and notified banks, where its separate bank accounts are conducted, in writing of the fact that separate bank accounts contain pecuniary means representing a receivable of more persons. In case of bank bankruptcy, compensation of receivable from deposit with a special regime is provided to clients of the Company in the same amount in which it would be provided if each client had pecuniary means on his bank account. In case of bankruptcy of a bank, where a separate bank account of a payment institution is conducted, each client of the Company receives a financial settlement from the Deposit Insurance Fund in the number of financial means registered on a separate bank account, the maximum is, however, the amount of EUR 100.000.
13. Correcting settlement: The Company restores the debited payment account to the state in which it would have been had the defective payment transaction not taken place. The complaint may be filed within three months of the occurrence of the error.
14. The funds of clients entrusted to Cyberstar s.r.o. do not bear interest.

## **VIII. Termination of a Framework Contract**

1. Business relationships between Cyberstar and Client remain in force until terminated in accordance with these General Business Terms.
2. Either party may exercise its right to terminate Business relationships by giving no less than 30 (thirty) Calendar days written notice (including e-mail notification) to the other party. There is no obligation to provide any reason in this case. No penalty shall be payable by either party upon termination of Business relationships.
3. Parties may mutually agree (also by way of e-mail communication) to terminate these Business relationships at any earlier date.
4. Before the termination date the parties of Business relationships must honor their outstanding obligations towards each other.
5. On the termination date the Client's right to use his/her Account (including mobile application, Cards and any other softwares that might have been provided to Client by Cyberstar) will be extinguished and Login data will be invalidated.
6. Cyberstar reserves a right to deduct all amounts due to it in accordance with applicable Rates before transferring any remaining balance on Account of the Client back to the Client.

7. Cyberstar shall have the right to terminate Business relationships with the Client without any prior notice in the following circumstances:
  - a. If the Client fails to comply fully with any obligations of these General Business Terms;
  - b. In case Cyberstar may not duly identify the Client and beneficial owner of the Account in accordance with applicable AML/CFT obligations;
  - c. Client fails to present documents/information to satisfy AML/CFT obligations;
  - d. If Cyberstar has reasonable grounds to believe the Client is using Services to facilitate fraudulent or criminal activities;
  - e. In case of Client's death or loss of legal capacity;
  - f. In case of Client's liquidation or entrance into insolvency procedures;
  - g. In case any of the representation or warranties provided by the Client during Business relationships are, or become, untrue;
  - h. In case Cyberstar considers that early termination is necessary for its own protection;
  - i. There is a request from regulatory authority that binds Cyberstar.
8. In case of termination of Business relationships, the remaining funds available at Client's Account shall be Withdrawn by the Client, but in the case no Withdrawal takes place, the Client authorized Cyberstar to transfer funds back to Client bank account, card account or any other type of account the Client holds after deducting the applicable Rates.
9. Cyberstar's rights and liabilities which have accrued prior to the termination of Business relationships shall continue until fully discharged, except for rights or liabilities that survive termination of Business relationships in accordance with these General Business Terms.
10. Cyberstar shall have a right to close the Payment Account and, accordingly, terminate the Account Agreement, without any prior notice to the Client thereof if the Client has not performed any operations in the Payment Account for more than 12 (twelve) months and the Payment Account balance is not positive or is equal to 0 (zero).

## **IX. Claims and complaints**

1. The handling of complaints and claims is governed by the Warranty Claim, which is an annex to the contract.
2. The Client has a possibility to appeal with his complaint regarding the manner of providing services to the Company's supervisory authority, the Czech National Bank, with its registered office at Na Příkopě 28, Prague 1.
3. The client has a possibility to appeal with his complaint of the way of providing payment services to a financial arbiter, registered office in Legerova 1581/69, 110 00 Praha 1, [www.finarbitr.cz](http://www.finarbitr.cz). The financial arbiter is entitled to an extrajudicial settlement of arguments of the contracting parties, related to payment services.

## **X. General and Final Provisions**

1. The Company is entitled to reject providing of a particular service, mainly execution of a payment transaction, if the contracting parties don't agree upon all terms of its providing or if the client doesn't provide the Company properly and on time with all information and documents necessary for proper providing of a service or if it is stipulated by legislation.
2. The Company is not obligated to accept a document if the Company doubts about its originality, completeness or accuracy and considers it as necessary for proper providing of a required service and, in such a case the Company is entitled to ask the client to provide further information and documents which the Company considers as necessary to prove originality, completeness, or accuracy of the information or document in question.
3. The Company is entitled to remuneration from the client for the provision of payment services. The price for account maintenance as well as the prices for individual payment transactions are listed in the Price list, which is an appendix to the framework agreement.
4. The Company is entitled to require verification of the client's signature on all contractual documents or documents for payment transactions.
5. The client is not entitled to assign, pledge, or otherwise encumber receivables from the Company without the prior written consent of the Company.
6. Failure to exercise any right arising from this contract or delay in exercising such right by either party shall not be construed as a waiver of such right.
7. The Company is entitled to request the provision of adequate security or security of its receivables from the client, even during the provision of the service, failure to provide such security or additional security, is a material breach of

contract by the client and the Company has the right to terminate providing of any service, mainly to withdraw from the Contract.

8. All communication between the Company and the client is in the Czech language or if agreed with the Company, in the English language.
9. Persons who were authorized by the client in the Contract are entitled to make payment transactions, use other services set by the contract on the client's behalf and at his expense and within the scope and in the way mentioned in the Contract. These persons are entitled to act individually if not agreed otherwise. These persons are not entitled to change, complete, or cancel the contract if they are not entitled to it based on the special power of attorney granted by the client.
10. Cancellation of payment order at the client's instance has to be handed over to the Company personally or sent in writing per email to the address [info@cyberstarpayments.com](mailto:info@cyberstarpayments.com). Cancellation cannot be made after a phone agreement upon a transaction.
11. The payer's request for a possible refund of the amount of an authorized payment transaction at the initiative of the payee is governed by § 176 PSU.
12. The client is entitled to obtain from the Company, based on a written (email) request, the content of the Contract, and other information specified in the PSU. Upon receipt of the application, the Company will send a copy of the Contract, the GBT, Price list, Policy and Warranty Claim or other information requested by the client.
13. In the event of a market failure or other event countable as force majeure affecting the performance of the Contract, and therefore it is not possible to meet the terms of the payment transaction, the parties are obliged to agree in good faith either to terminate the payment order and return of eventual performance affected by a market failure or event countable as force majeure or to agree to continue in the payment transaction under conditions possible after the removal of obstacles to force majeure or market failure.
14. The Company is entitled to unilaterally change the GBT, especially in connection with changes in legislation, the introduction of new services, change in the method of providing services etc. In such a case, the Company will notify the Client of the change in the GBT, which will contain the text of the new GBT, and at the same time on the Company's website, at least 2 months in advance before it takes effect. Error correction is not considered a change. The client undertakes to acquaint himself with the new wording of the GBT. If the client does not notify the Company in writing of his disagreement with the proposed changes to the GBT no later than the day before the proposed change takes effect, then the changes so notified shall be binding on the client from the date of publication on the website. If the Client rejects the company's proposal to amend the Contract, he has the right to terminate the Contract free of charge and with immediate effect before the day on which the GBT is to take effect.
15. The GBT was approved by the statutory body of the Company. This GBT are valid and effective for existing clients from 1 November 2023 until further notice and replace all previous GBT, for new clients they are effective from the date of handover.