GENERAL TERMS AND CONDITIONS FOR THE USE OF TAPAYA SERVICES

effective as of 29th November 2026

1. INTRODUCTORY PROVISIONS

1.1. Tapaya s.r.o., ID No.: 234 76 541, with its registered office at Uralská 689/7, Bubeneč, 160 00 Prague 6, registered in the Commercial Register maintained by the Municipal Court in Prague, File No. C 427691 (hereinafter the "**Company**") is the provider of the payment acceptance solutions and supporting technology.

1.2. These General Terms and Conditions serve as the terms and conditions of use of the Tapaya Services for Integrator and subsidiary, the obligations of Merchants (who use Tapaya services via the Integrator's platform) are also set out herein.

1.3. An integral part of these General Terms and Conditions are also the terms and conditions of the Tapaya Network partners with which, in connection with the use of the Tapaya Services, the Integrator and Merchant, if applicable, must agree, and which are available at the activation of each payment method. The applicable general terms and conditions of such third parties differ depending on which payment method is used by the Merchant or which payment method the Integrator enables to be accepted through its application.

1.4. By using the Tapaya Services, the Integrator agrees to these General Terms and Conditions, to the principles and terms of personal data protection and processing and to all other terms and conditions applicable to specific services or functionalities provided by the Company. These General Terms and Conditions apply to all users, including Merchants, customers and any other persons who use the Tapaya Services.

2. DEFINITIONS

2.1. **Tapaya Accept** – payment acceptance solution.

2.2. **Tapaya Platform** – a web application through which the Integrator registers online, generates unique keys for launching the Tapaya Accept and which further contains data and dashboards providing an overview of funds, payments and Merchants accepting payments via Tapaya Accept in such application.

2.3. **Tapaya Services** – the payment acceptance solutions and supporting technology provided by the Company (including Tapaya Platform and Tapaya Accept).

2.4. **Tapaya Network** – licensed partners necessary for the full functionality of Tapaya Services, such as acquirers partners, payment processors or other partners providing certain payment methods for the Tapaya Services.

2.5. **Tapaya API** – the application interface for managing Merchant accounts and for accessing data and generating login keys for Tapaya Services.

2.6. **Integrator** – a legal entity or sole-trader that integrates Tapaya Services, or part thereof, into its own software application for the purpose of facilitating the acceptance of payments from end users and provides its application directly to Merchants.

2.7. **Merchant** – an entity accepting payments through the Integrator's application.

2.8. **Tap to Phone** – a method of accepting card payments at physical points of sale using NFC integrated in physical devices, by tapping a physical card or a card in a digital wallet on the device.

2.9. **GTC** – these General Terms and Conditions for the use of Tapaya Services by Integrators and subsidiary by Merchants.

2.10. **Documentation** – the technical documentation provided by the Company to the Integrator for the proper integration of Tapaya Services into its application.

2.11. **Parties** - the Company and the Integrator jointly.

2.12. **PCI Standards** – means the security standards established by the Payment Card Industry Security Standards Council (PCI SSC) and any related or successor standards applicable to the Tapaya Services.

2.13. **Processor** - Company which processes personal data on behalf of the Controller.

2.14. **Sub-processor** - Integrator acting as another Processor engaged by the Processor to carry out specific processing activities on behalf of the Controller.

2.15. **Controller** - Acquirer / Processor which, alone or jointly with others, determines the purposes and means of the processing of personal data

2.16. **Card Scheme Rules** – means the unified bylaws, operating regulations, rules, guidelines, and procedures issued by Card Schemes (including, but not limited to, Visa, Mastercard, and American Express) as amended from time to time.

2.17. **Acquirer / Payment Processor** – means any financial institution, licensed acquirer, or payment processor within the Tapaya Network that processes, settles, or clears payments generated via Tapaya Accept.

2.18. **Prohibited Businesses** – means any commercial activities, goods, or services that are illegal under applicable laws or are restricted/prohibited under Card Scheme Rules, Acquirer policies, or Tapaya's Prohibited Business Policy available on the Tapaya Platform.

2.19. **SAD (Sensitive Authentication Data) / PAN (Primary Account Number)** – means cardholder data, including full card numbers, CVV/CVC codes, PINs, and magnetic stripe or chip data, protected under PCI Standards.

3. INTEGRATION OF TAPAYA ACCEPT INTO THE INTEGRATOR'S APPLICATION

3.1. The Integrator is obliged to register and create an account in the Tapaya Platform and to accept these GTC.

3.2. After registration, it is further necessary to create in the Tapaya Platform a unique key for access to the Tapaya API.

3.3. The Company will subsequently provide the Integrator with the necessary Documentation via the Tapaya Platform, whereupon the Integrator will be able to integrate Tapaya Accept with its application.

3.4. The correct integration of Tapaya Accept can be tested using the sandbox environment described in the Documentation. The Integrator is obliged to perform testing of the functionality of Tapaya Accept before launching the production.

3.5. The active payment methods correspond to the Integrator's settings in the Tapaya Platform. The Integrator may select or limit the payment methods offered.

3.6. The active Acquirers or Payment Processors correspond to the Integrator's settings in the Tapaya Platform. The Integrator may select or limit the Acquirers or Payment Processors used.

3.7. Tapaya Accept covers Merchant onboarding (KYB), the selection of active payment methods and the actual acceptance or refund of payments. KYB also includes AML and KYC processes, which are carried out by a third party (typically the Payment processor or Acquirer, depending on the selected payment method) under its own terms and conditions. The Integrator acknowledges that in order for KYB with the Company to be successfully completed, the Merchant must pass these checks under the terms of such third parties, for which the Company bears no liability.

3.8. Pricing for payment methods is further described in the section Fees.

3.9. After integrating Tapaya Accept with the Integrator's application, each Merchant wishing to accept payments via Tapaya Accept must undergo KYB and accept these GTC. It is the Integrator's sole responsibility to ensure that the Merchant is made fully aware of the Company's GTC and Privacy Policy.

3.10. It is the Integrator's obligation to correctly connect the Tapaya API to its system so that each Merchant is linked to its account in accordance with the Documentation. The Company is not liable for any damage caused by incorrect linking of user accounts.

3.11. It is further the Integrator's obligation to correctly connect Tapaya Accept to its system so that the payment via a specific payment method is initiated at the moment when the Merchant expects such payment to be initiated. For smooth transaction processing, it is recommended that the Integrator's application be implemented in an intuitive manner with appropriate descriptions, and it is recommended to follow the Documentation.

3.12. For contactless card payments it is necessary to use a device with NFC, or a specific device or operating system, as determined in the Documentation. The device must not be compromised or security-breached; in such a case, certain payments, in particular Tap to Phone payments, may not function.

3.13. Tapaya Accept may be used in all countries that are not included on sanction lists, are not subject to international restrictions and are listed in the Documentation.

4. ACCOUNT MANAGEMENT

4.1. Creation of the Integrator's accounts is carried out via the Tapaya Platform.

4.2. The Integrator is obliged to provide the required identification data, including the required information about the Merchant. The Integrator and the Merchant are liable for the accuracy and completeness of the data provided and undertake to update such data where necessary. All the necessary data is collected via a single electronic form provided by Tapaya for this purpose. The Integrator can integrate this form with their application, or it can be completed via the Tapaya API.

4.3. Creation of the Merchant's account takes place after successful integration, after Tapaya Accept has been enabled in the Integrator's application and after the Merchant has decided to use payment acceptance.

4.4. Collection of the Merchant's data takes place within Tapaya Accept or on the Tapaya Platform web interface. It is the Integrator's obligation to ensure that KYB is conducted properly and whenever the Company determines that it is necessary to update the data.

4.5. The Company collects identification data and shares such data with payment service Acquirers and Processors, as displayed in the data collection dialogue within Tapaya Accept or in the Tapaya Platform web interface.

4.6. The Merchant may accept payments through Tapaya Services only after KYB has been successfully completed.

4.7. The Merchant's account and the data obtained about the Merchant serve to enable the receipt of payments via various payment methods through Tapaya Accept in the Integrator's application and also to enable payouts to the Merchant directly to the account specified by the Merchant.

4.8. The Integrator must implement Tapaya Accept into its application in such a way that data can be updated.

4.9. The Integrator is responsible for communicating with Merchants. If a merchant has a complaint or wishes to delete its details or account from the Tapaya Platform, the Integrator is responsible for communicating this to Tapaya. E-mail address for this purpose is: info@tapaya.com.

4.10. From the moment of account cancellation, the Merchant may no longer receive new payments. The Company maintains the account active with Payment processors for the necessary period.

4.11. The Company reserves the right to audit and verify the Integrator's onboarding and integration flows at any time to ensure compliance with these GTC, PCI Standards, and proper binding of Merchants.

4.12. Neither the Merchant nor the Integrator shall at any time copy, store, log, transmit, process, or expose any Sensitive Authentication Data (SAD) or Primary Account Number (PAN). The Merchant and Integrator shall strictly comply with all applicable PCI Standards.

4.13. The Integrator and Merchant shall not, and shall not attempt to: (i) reverse engineer, decompile, disassemble, or derive the source code of the Tapaya Services or SDK; (ii) modify, bypass, or tamper with any security controls, user interface elements, or PIN entry screens provided by the Company; or (iii) build a derivative product based on the Tapaya Services.

5. OBLIGATIONS OF THE INTEGRATOR

5.1. The Integrator shall be responsible for the following activities:

a) keeping its data in the Tapaya Platform up to date;

b) correct integration of Tapaya Accept with its application in accordance with the Documentation provided, in particular, but not limited to, Merchant login, display of the KYB dialogue and payment initiation;

c) distinguishing and identifying individual Merchants by their identification data, whether via Tapaya Accept or the Tapaya Platform;

d) informing the Merchant about the correct usage of Tapaya Accept for payment acceptance;

e) complying, in its activities, with legal regulations, in particular, but not limited to, those relating to KYC and AML procedures;

f) complying with all reasonably required security measures to ensure the security of the entire payment processing flow via Tapaya Accept;

g) ensure that the Merchant is made fully aware of the Company's GTC and Privacy Policy . If the Integrator fails to demonstrably bind the Merchant to these GTC, the Integrator shall be directly, fully, and unconditionally liable for all obligations, debts, damages, fines, and liabilities caused by or relating to such Merchant as if the Integrator were the Merchant itself;

h) informing the Merchant about the price and Fees; and

i) complying with these GTC and acting in accordance with these GTC in all activities.

6. OBLIGATIONS OF THE MERCHANT

6.1. The Merchant is obliged to comply with all legal obligations relating to its activities in the country in which it conducts its business.

6.2. In order to use Tapaya Accept, the Merchant is obliged to successfully complete KYB, which results in the creation of its account within the Tapaya Services.

6.3. The Tapaya Services may be used only in accordance with these GTC, with statutory requirements of the jurisdictions in which the Merchant conducts its activities and with the terms and conditions of Tapaya Network partners.

6.4. The Merchant is obliged to comply with all requirements and security measures laid down by law and/or by the Company.

6.5. The Merchant is obliged to provide truthful information about its company and the purpose of payment acceptance and to keep such information up to date. The payment services functions are intermediated by third parties, which are entitled, on the basis of the data provided, to refuse to provide the payment service or to cease providing it. The Company does not guarantee the outcome of the approval process.

6.6. The Merchant undertakes to comply with all obligations in the area of AML and cybersecurity.

6.7. The Merchant is obliged to regularly update the devices on which the Integrator's application is installed and on which it uses payment acceptance via Tapaya Accept, and to ensure that such devices have sufficient protection against malware, as well as sufficiently secured internet connectivity.

6.8. The Merchant is obliged to refrain from any fraudulent, deceptive or unlawful activities, including unauthorised access to Tapaya Accept or to data.

6.9. The Merchant is further obliged to acquaint all of its employees and cooperating persons with the safe acceptance of payments via Tapaya Accept.

6.10. The Merchant may not use the Tapaya Services in connection with purposes or activities other than those declared at activation.

7. CONFIDENTIALITY

7.1. The Merchant and the Integrator undertake to keep confidential all confidential information that they disclose to the Company or to which they gain access in connection with their mutual cooperation. Confidential information shall mean all business, technical, financial and

operational information that is not publicly available. Such information may not be disclosed to third parties or used for any purpose other than the performance of this cooperation without the Company's prior written consent. The confidentiality obligation shall survive termination of the contractual relationship.

8. INTELLECTUAL PROPERTY TO TAPAYA SERVICES AND LICENCE

8.1. The Company grants the Merchant and the Integrator a non-exclusive, non-transferable, territorially unlimited, paid, time-limited licence to install and use the Tapaya Services on the hardware of the Merchant, the Integrator or the Company. The Merchant and the Integrator are not entitled to assign this licence to a third party. However, the Tapaya Services may be used by employees and cooperating persons of the Merchant or the Integrator exclusively in accordance with these GTC.

8.2. By using the Tapaya Services, no ownership right in such Tapaya Services is created for the Merchant or the Integrator. All copyright and related rights remain with the Company.

8.3. The licence is granted to the Merchant and the Integrator only to the extent necessary for proper performance of their rights and obligations arising from these GTC or from a contract concluded between the Merchant, the Integrator and the Company and exclusively in connection with their business activities within which they are authorised to use and operate the Tapaya Services.

8.4. By accepting these GTC, the Integrator and the Merchant grant the Company consent to use their trade name, designation or corporate name and, where applicable, their logo for promotional and marketing purposes.

9. PAYMENT PROCESSING VIA TAPAYA ACCEPT

9.1. The Company cooperates with Tapaya Network partners providing payment methods that process payments in various ways. The Merchant and the Integrator expressly acknowledge this.

9.2. Payments are not processed directly by the Company but via partners within the Tapaya Network.

9.3. Choice of the Tapaya Network takes place via the Tapaya Platform, where the Integrator selects which payment methods will be supported in its unique version of Tapaya Accept or within its application. The payment methods, including their operation, are specified in the Documentation.

9.4. The Company is not an issuer or holder of electronic money.

9.5. The scope (material, functional and territorial) and availability of payment methods in the Tapaya Network are not guaranteed unless expressly agreed otherwise.

9.6. The provision of payment acceptance is strictly subject to Card Scheme Rules and instructions issued by Acquirers or Processors. In the event of any conflict between these GTC and Card Scheme Rules, the Card Scheme Rules shall prevail. The Company, Acquirers, or Card Schemes may, at their sole discretion and at any time without prior notice, suspend, limit, or terminate payment processing for specific payment methods, transaction types, or Merchants. Each transaction must be carried out with the knowledge and consent of the cardholder and exclusively for the purpose of paying for actually provided goods or services. The Merchant may not copy, store or otherwise process sensitive card data. It is also prohibited to perform fictitious or split transactions or to misuse the terminal for personal or non-business purposes. In

the event of a suspicious or declined transaction, the Merchant is obliged to act with due care and in accordance with the instructions of the service provider.

9.7. The Integrator and Merchant are strictly prohibited from using, installing, or executing the Tapaya Services on any device that is compromised, rooted, jailbroken, equipped with an unlocked bootloader, running an active debugger/emulator, or operating on an unapproved or modified operating system.

9.8. The Company reserves the right to implement automated security mechanisms (including device attestation protocols, e.g., Google Play Integrity, Apple App Attest). The Company shall have the absolute right to automatically and immediately block, terminate, or suspend any transaction or device access if security non-compliance or device manipulation is detected, without incurring any liability to the Integrator or Merchant.

9.9. The Merchant warrants that it shall not use the Tapaya Services in connection with any Prohibited Businesses.

10. TERMINATION OF COOPERATION

10.1. Cooperation between the Merchant or Integrator and the Company may be terminated only on the grounds provided for by law.

10.2. The Company shall be entitled to immediately suspend, restrict, or block access to the Tapaya Services (in whole or in part) without prior notice or liability if:

a) The Merchant or Integrator breaches any provision of these GTC, legal regulations, PCI Standards, or Card Scheme Rules;

b) The Merchant's fraud or chargeback rates exceed allowable limits defined by Card Schemes or Acquirers;

c) The Company, an Acquirer, a Processor, or a Card Scheme reasonably suspects fraudulent, suspicious, AML-related, or unauthorized activity; and/or

d) Ordered to do so by an Acquirer, Processor, Tapaya Network Partner, Card Scheme, regulatory body, or court of law.

10.3. Upon termination of cooperation, the Merchant and the Integrator are not entitled to a refund of any fees, taxes or other amounts already paid.

10.4. Upon termination of cooperation, the Merchant and the Integrator undertake to pay the Company all outstanding fees and amounts due.

10.5. The Merchant and the Integrator acknowledge that the Company is entitled at any time to suspend their access to the Tapaya Services, in particular, but not limited to, where the Merchant or Integrator breaches its statutory obligations or obligations imposed by these GTC or general law.

11. FEES

11.1. The basic transaction fee for payment processing is determined and displayed in the Tapaya Platform, if not stated otherwise in separate agreements concluded between Integrator and Company.

11.2. The Company reserves the right to change the amount and structure of the fees.

11.3. As part of the activation of Tapaya Accept payment methods, the Integrator and the Company shall clearly display to the Merchant the fee applicable to each transaction for the relevant payment method.

11.4. The Integrator is obliged to communicate the amount of fees to the Merchant clearly and in a demonstrable manner.

11.5. The Integrator may also charge a fee, the so-called "Commission", which is configurable in the Tapaya Platform.

11.6. The Merchant and the Integrator agree that statements relating to the acceptance of card payments will show the amount of fees for each card transaction as a single total price charged collectively for all categories and different brands of payment cards, including: (i) MIF; (ii) fees of card schemes VISA and Mastercard; and (iii) the charged transaction fees.

11.7. An account statement containing an overview of payments credited to or debited from the Merchant's account and an overview of settled fees shall be deemed approved by the Company upon the expiry of thirty (30) days from the moment such statement is made available to the Merchant via its account or by e-mail. After the expiry of this period, discrepancies in the statement may no longer be claimed.

11.8. Payment of the "Commission" to the Integrator to the bank account set up in the Tapaya Platform takes place once a month directly from the Company, in arrears for the preceding calendar month. The Integrator may set up multiple bank accounts in various currencies within the Tapaya Platform, and the Company shall remit the funds to the bank account corresponding to the applicable currency, or, if no account is designated for such specific currency, to the primary bank account specified by the Integrator in the Tapaya Platform.

11.9. The Integrator authorizes the Company and expressly agrees that invoices for the payment of "Commission" will be generated and issued in its name by the Company via the Tapaya Platform. To this end, the Integrator is required to provide the Company with all necessary information and data. In particular, the Integrator is responsible for the accuracy and completeness of data such as: name, address, tax ID number, and bank account number, and is required to notify the Company without undue delay of any changes to the data necessary for the proper issuance of invoices and compliance with all legal obligations. The Integrator is fully responsible for the accuracy of the data it provides and for fulfilling registration and other tax obligations in its country and all other legal obligations related to the invoices. The invoice is deemed delivered upon its display to the Integrator on the Tapaya Platform. The Integrator is entitled to comment on the invoice generated in this manner and, if necessary, to reject it (raise objections) within five (5) business days of its delivery by sending an email to info@tapaya.com. If the Integrator does not raise objections within the period specified in the preceding sentence, the invoice is deemed accepted. In the event of a justified rejection, the Company will issue a corrected invoice. The Integrator is fully liable to the Company for any damages incurred by the Company as a result of incorrect or incomplete data or a breach of the Integrator's contractual and legal obligations. The Company is entitled to suspend payment of the "Commission" if the Integrator fails to provide all the necessary information for issuing an invoice.

11.10. The Company reserves the right to deduct, offset, or withhold from the Commission payable to the Integrator a proportional part corresponding to any transaction that has been refunded or subjected to a chargeback.

11.11. Payouts to Merchants are always made directly by the payment processor of the relevant payment method and differ depending on the chosen payment method. The manner of payout of payment funds is always specified by the Processor / Acquirer.

11.12. The Parties acknowledge that the Company merely facilitates the establishment of a contractual relationship between the Merchant and the relevant Acquirer / Processor based on the KYB data provided. The Acquirer / Processor determines the specific contractual parameters and directly agrees with the Merchant on any additional fees, charges, or transaction limits (including, without limitation, chargeback fees, payout and settlement frequency and maximum transaction values), which are outside the scope of the Company's services and upon which the Company has no impact or liability.

12. COMPLAINTS AND CLAIMS

12.1. In the event of functional issues, the Merchant or Integrator may address its complaints and claims to the Company's support, which is available at the e-mail address: info@tapaya.com.

12.2. In the event of complaints and claims relating to the processing of payments, the Merchant is obliged to contact the processor of the relevant payment method. The identity of the processor of each payment method is always specified at the activation of the payment method.

13. LIABILITY

13.1. The Company shall not be liable for damage arising as a result of improper use of the Tapaya services by the Merchant, or incorrect integration by the Integrator, outages on the part of third parties (e.g. Tapaya Network partners, connectivity providers, banks or card schemes), or damage caused by force majeure or other circumstances beyond the Company's control.

13.2. The Company shall not be liable for any indirect, incidental, special, punitive, or consequential damages, including loss of profits, loss of revenue, loss of data, business interruption, or reputational damage arising out of or in connection with the Tapaya Services, even if advised of the possibility of such damages.

13.3. The Company is a technology provider and is not liable for any chargebacks, transaction disputes, fraudulent transactions, or refunds incurred by the Merchant. All chargebacks and related administrative fees shall be borne solely and fully by the Merchant.

13.4. To the maximum extent permitted by applicable law, the total cumulative and aggregate liability of the Company for any and all claims, damages, losses, or causes of action arising under or related to these GTC or the Tapaya Services shall be strictly limited to the total amount of Fees actually collected and retained by the Company from the respective Integrator or Merchant during the three (3) calendar months immediately preceding the event giving rise to the claim. The limitation of liability under this Article shall not apply to damages, fines, or losses arising from a breach of Article 14 (Data Protection) or Article 4.12 (PCI Standards).

13.5. If the Merchant or the Integrator causes any damage to the Company, in particular by breaching obligations arising from general law or these GTC, it shall be obliged to compensate the Company for such damage without undue delay.

14. DATA PROTECTION AGREEMENT

14.1. The Parties acknowledge that in the context of onboarding Merchants and facilitating the integration of Tapaya Services, the Company typically acts as a Processor on behalf of the

respective acquiring entity (the Controller). Consequently, the Integrator shall act as a Sub-processor in relation to the personal data. The Integrator acknowledges that its obligations under this Article correspond strictly to the requirements placed on processors and sub-processors under Article 28 of the General Data Protection Regulation (EU) 2016/679 (hereinafter referred as the "**GDPR**").

14.2. The Integrator shall process certain personal data of the Merchants for the Company, specifically: stakeholder name, address, ID scan, dates of birth and email. The exclusive purpose of this processing is the collection of such personal data by the Integrator and its subsequent secure transfer to the Company to enable the provision of payment services. For this purpose, the Parties expressly set out their respective rights and obligations in relation to such processing, in accordance with the requirements of Article 28 of the GDPR.

14.3. The Integrator shall process the personal data strictly in accordance with the documented instructions of the Company. This Article constitutes the Company's complete documented instructions to the Integrator regarding the processing of Merchant personal data. The core instruction is to collect the specified data through the Integrator's interface and transmit it to Company's systems without undue delay. Integrator undertakes to comply with all data protection and security obligations imposed on the Company by the respective Acquirer (Controller), ensuring the same level of protection as required from the Company.

14.4. In accordance with this Article, the Integrator shall ensure that all persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

14.5. The Integrator shall implement and maintain appropriate technical and organizational measures to ensure a level of security appropriate to the risk of the processing, in compliance with Article 32 of the GDPR. This includes, in particular, ensuring the secure and encrypted transmission of Merchant personal data from the Integrator's POS systems to Company's infrastructure.

14.6. The Integrator shall not engage another processor (a sub-processor) for the processing of Merchant personal data without prior specific or general written authorization of the Company. Where general written authorization is granted, the Integrator shall inform the Company of any intended changes concerning the addition or replacement of other processors, thereby giving the Company the opportunity to object to such changes.

14.7. Taking into account the nature of the processing, the Integrator shall assist the Company by implementing appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Company's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR (e.g., right of access, rectification, erasure) and Company personal data processing policy.

14.8. The Integrator shall assist the Company in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR (security of processing, notification of a personal data breach to the supervisory authority, communication of a personal data breach to the data subject, and data protection impact assessments), taking into account the nature of processing and the information available to the Integrator.

14.9. Upon the termination of the business relationship between the Parties based on these GTC, or once the personal data has been successfully and verifiably transferred to the Company and is no longer needed for the Integrator's processing purpose, the Integrator shall, at the choice of the Company, delete or return all the personal data to the Company and delete existing copies, unless applicable Union or Member State law requires the continued storage of the personal data.

14.10. If, based on a data protection impact assessment conducted in accordance with Article 35 of the GDPR, the Company concludes that it is necessary to implement additional measures not provided for in this Article, the Integrator is obligated to implement such measures, and both Parties shall reflect such change.

14.11. The Integrator is required to ensure that no data subject suffers any infringement of their rights, particularly the right to human dignity, and must also ensure protection against unauthorized interference with the private and personal lives of data subjects.

14.12. The Integrator shall make available to the Company all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and this Article, and shall allow for and contribute to audits, including inspections, conducted by the Company or another auditor mandated by the Company.

14.13. The Integrator is required to notify the Company without undue delay of any loss or leak of Merchant's personal data processed under this Article, any unauthorized manipulation of such personal data, or any other breach of security involving such personal data.

14.14. The Integrator is required to immediately notify the Company of any inspection conducted by the Office for Personal Data Protection (ÚOOÚ) or other relevant state authority and, upon the Company's request, provide the Company with detailed information regarding the course of the inspection and a copy of the inspection report.

14.15. The Parties have agreed that the Integrator is not entitled to any separate compensation for processing personal data for the Company under this Article. The Integrator is also not entitled to reimbursement of any costs incurred by the Integrator in connection with the processing of Personal Data under this Article.

15. FINAL PROVISIONS

15.1. The Company is entitled to amend these GTC. The Company shall always notify the Integrator of any intended change to these GTC by sending a notice to the email address registered on the Tapaya platform at least fifteen (15) days in advance. Integrator is obliged to inform Merchants directly about any changes of the GTC or Privacy Policy.

15.2. The Merchant and the Integrator are not entitled to assign their obligations arising from the acceptance of these GTC to any third party.

15.3. The Company, the Merchant and the Integrator agree that all legal relations arising from or in connection with the contractual relationship established by the acceptance of these GTC, including questions of its validity, interpretation, performance, termination or consequences of breach, shall be governed by the laws of the Czech Republic.

15.4. All disputes arising between the Company and the Merchant and/or Integrator shall be resolved before the competent courts of the Czech Republic, with local jurisdiction determined by the registered office of the Company.

15.5. The Company processes all personal data in accordance with Act No. 110/2019 Coll., on the processing of personal data, as amended, and with Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing GDPR. The rules for the processing of personal data are set out HERE.

15.6. In the event of any questions or comments, the Merchant or Integrator is entitled to contact the Company via the Tapaya Platform.

15.7. These GTC are valid and effective as of the date of their publication.