

# GENERAL TERMS AND CONDITIONS OF THE TAPLY CASH REGISTER SYSTEM

Effective as of July 15, 2025

## 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 referred to as the "**Company**") is the provider of the unique "*Taply*" cash register system (hereinafter referred to as "**Taply**"), into which it has integrated "*Tap to Pay*" solution for accepting payment cards in cooperation with Stripe, Inc.
- 1.2. These general terms and conditions also serve as the terms of use for the Taply app.
- 1.3. An integral part of these general terms and conditions are the terms and conditions of Stripe, Inc., which the merchant must agree to when using the Taply app and which are available on the Stripe, Inc. website and during the onboarding process to Stripe environment.
- 1.4. By downloading and using the Taply app, the merchant agrees to these general terms and conditions, privacy policy, and any other terms and conditions that apply to specific services or features. These general terms and conditions apply to all users, including merchants, customers, and all other persons who use the Taply app.

## 2. TAPLY "MODERN PAYMENT SYSTEM FOR MERCHANTS"

- 2.1. Taply is a modern and flexible POS system designed for the needs of small and medium-sized businesses. It enables fast and clear customer service, easy sales tracking, and inventory management—all in a simple and intuitive interface.
- 2.2. Through the Taply system, it is also possible to accept payment cards as part of the integration of the Tap to Pay solution from Stripe, Inc.
- 2.3. The system is fully compliant with current legislation and ready for electronic sales records (EET) or similar regulated record-keeping systems around the world, allowing connection to various payment terminals, barcode readers, and receipt printers.
- 2.4. Main advantages of using the Taply system for merchants:
  - a) **Clear and simple system** – intuitive operation even for beginners and inexperienced staff;

- b) **Works on Android and iOS devices with NFC** – no additional hardware costs required;
- c) **Online management** – access statistics and sales from anywhere;
- d) **Warehouse management** – easy inventory tracking and automatic write-off of goods;
- e) **Security and reliability** – regular backups and data protection; and
- f) **Adaptability** – suitable for cafés, bistros, shops, salons, and services.

### 3. WHO CAN DOWNLOAD THE TAPLY APP

- 3.1. The Taply app can be used in all countries that are not included on sanctions lists or subject to international restrictions.
- 3.2. The Taply app can be downloaded by any person who has a business or other license to engage in gainful activity, is authorized to act on behalf of a specific business entity, has sufficient legal capacity, is not included on any sanctions lists, and is over 18 years of age.
- 3.3. The Taply app can be downloaded on all devices running Android or Apple operating systems.

### 4. ACCOUNT CREATION

- 4.1. The merchant account is created immediately after downloading the Taply app.
- 4.2. The merchant is required to fill in partial identification details and go through the onboarding process of Stripe, Inc.
- 4.3. The merchant guarantees the accuracy and completeness of the information provided and undertakes to update this information as necessary.

### 5. MERCHANT'S OBLIGATIONS

- 5.1. The merchant is obliged to comply with all legal obligations relating to its activities in the country in which it conducts its business.
- 5.2. The Taply app may only be used in accordance with these general terms and conditions, the legal requirements of the individual jurisdictions in which the merchant operates, and the terms and conditions of Stripe, Inc.
- 5.3. The Merchant is required to comply with all requirements and security measures established by law, the Company, or Stripe, Inc.
- 5.4. The trader undertakes to comply with all obligations in the area of AML and cybersecurity.

- 5.5. The merchant is obliged to regularly update the devices on which the Taply app is downloaded and used, and to ensure that they have sufficient protection against malware, as well as a sufficiently secure internet connection.
- 5.6. The merchant is obliged to avoid any fraudulent, deceptive, or illegal activities, including unauthorized access to the Taply app or data.
- 5.7. The merchant is also obliged to familiarize all of its employees and cooperating persons with the safe use of the Taply app.

## **6. CONFIDENTIALITY**

- 6.1. The merchant undertakes to maintain confidentiality regarding all confidential information that is exchanged with the Company in connection with mutual cooperation or to which the merchant gains access. Confidential information includes all commercial, technical, financial, and operational data that is not publicly available. This information may not be disclosed to third parties or used for any purpose other than the performance of this cooperation without the prior written consent of the Company. The confidentiality obligation shall remain in force even after the termination of the contractual relationship.

## **7. TAPLY INTELLECTUAL PROPERTY AND LICENSES**

- 7.1. The Company grants the merchant a non-exclusive, non-transferable, spatially unlimited, paid, time-limited license to install and use a copy of the Taply app on the merchant's hardware or the Company's hardware. The Merchant is not entitled to transfer this license to a third party. However, the Taply app may be used by the merchant's employees and associates, exclusively in accordance with these general terms and conditions.
- 7.2. Downloading the Taply app does not give the merchant any ownership rights to the application. All copyrights belong to the Company.
- 7.3. The license is granted to the merchant only to the extent necessary for the proper fulfillment of his rights and obligations arising from these general terms and conditions or the contract concluded between the merchant and the Company, exclusively in connection with his business activities, within which they are authorized to use and operate the Taply app.

## **8. PROCESSING OF PAYMENTS THROUGH THE TAPLY APP**

- 8.1. Payments are not processed directly within the Taply app, but through a payment solution (Tap to Pay) provided by Stripe, Inc.
- 8.2. When accepting payment cards via the Taply app (respectively via Tap to Pay provided by Stripe, Inc.), the merchant is obliged to comply with the rules of card associations (e.g. Visa, Mastercard), applicable legal regulations and, in particular, the terms and conditions of Stripe, Inc. Each transaction must be carried out with the knowledge and consent of the cardholder, solely for the purpose of paying for goods or services actually provided. The merchant may not copy, store, or

otherwise process sensitive payment card data. It is also prohibited to make fictitious or split payments and to misuse the terminal for personal or non-commercial purposes. In the event of a suspicious or declined transaction, the merchant is required to proceed with caution and follow the instructions of the service provider.

## **9. TERMINATION OF COOPERATION**

- 9.1. Cooperation between the merchant and the Company may only be terminated on legal grounds.
- 9.2. Upon termination of cooperation, the merchant is not entitled to a refund of any fees, taxes, or other amounts already paid.
- 9.3. Upon termination of cooperation, the merchant undertakes to pay the Company all outstanding fees and amounts due.
- 9.4. The merchant acknowledges that the Company is entitled to suspend its access to the Taply app at any time, in particular, but not exclusively, in cases where the merchant violates its legal obligations or obligations imposed on it by these general terms and conditions.

## **10. FEES**

- 10.1. The basic transaction fee for processing payments is set by Stripe, Inc. and is a percentage of the transaction amount + a processing fee according to the Stripe, Inc. price list.
- 10.2. The Company charges a transaction fee of 0.1% of the transaction amount.

## **11. COMPLAINTS AND CLAIMS**

- 11.1. In the event of functional issues with the Taply app, the merchant may address their complaints and claims to the Company's support team, which can be reached at the following email address: [info@tapaya.com](mailto:info@tapaya.com).
- 11.2. In the event of complaints and claims relating to payment processing, the merchant is obliged to contact Stripe, Inc.

## **12. LIABILITY**

- 12.1. The Company shall not be liable for any damage resulting from the merchant's improper use of the application, failures on the part of third parties (e.g., connection providers, banks, or card associations), or damage caused by force majeure or other circumstances beyond the Company's control. The Company is also not liable for lost profits, loss of data, or any indirect or consequential damages.

- 12.2. If the merchant causes any damage to the Company, in particular by breaching its obligations under the law or these general terms and conditions, it shall be obliged to compensate the Company without undue delay.

### **13. FINAL PROVISIONS**

- 13.1. The Company is entitled to amend these general terms and conditions. The Company will always inform the merchant of such amendments via the contact details provided.
- 13.2. The merchant is not entitled to assign its obligations arising from the acceptance of these general terms and conditions to a third party.
- 13.3. The Company and the merchant agree that all legal relations arising from or in connection with the contractual relationship established by the acceptance of these general terms and conditions, including issues of validity, interpretation, performance, termination, or consequences of breach, shall be governed by the laws of the Czech Republic.
- 13.4. All disputes arising between the Company and the merchant shall be resolved before the competent courts of the Czech Republic, with local jurisdiction governed by the Company's registered office.
- 13.5. The Company processes all personal data in accordance with applicable legislation.
- 13.6. If you have any questions or comments, the merchant is entitled to contact the Company directly through the Taply app.
- 13.7. These general terms and conditions are valid and effective from the date of their publication.