

BUSINESS TERMS FOR ACCOUNT INFORMATION SERVICE (AIS) FOR END USERS

Provider: BudgetBakers s.r.o., Radlická 180/50, 150 00 Prague 5, Czech Republic, ID No.: 02882957

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These Business Terms for the Account Information Service (AIS) for End Users (hereinafter "Terms") govern the rights and obligations when using the Service for accessing financial account data (hereinafter "Service"). They apply to the User regardless of whether the User uses the Service in applications of BudgetBakers s.r.o. or in applications and services of the Provider's partners (hereinafter "Partner Application").

1. Definition of Terms

For the purposes of these Terms, the following terms with an initial capital letter have the following meaning:

1.1. **Data** (or also **Financial Account Data**)

Information obtained through the Service regarding the User's financial account at a Financial Institution. This includes, in particular, details about the financial account (e.g., account number, type, currency, current balance), payment transaction history (e.g., transaction amount, date, description, currency), and details about the financial account holder (e.g., name, address, e-mail, telephone), to the extent that the relevant Financial Institution makes them available in whole or in part.

1.2. **EEA**

European Economic Area. It includes all member states of the European Union (EU) as well as Iceland, Liechtenstein, and Norway.

1.3. **Financial Institution**

A legal entity engaged in financial transactions that maintains the User's account (includes, for example, banks, building societies, credit institutions, payment system providers, credit companies, mortgage companies, investment companies, bill payment service providers, and other financial service providers worldwide).

1.4. Partner (Developer)

A third party that is the owner or provider of the Partner Application.

1.5. Partner Application

A web, desktop, and/or mobile application that the User uses or intends to use, made available by the Partner or on its behalf, which allows the User to access their financial data and use it in a consolidated manner.

1.6. Provider (or also "we" or "us")

The company BudgetBakers s.r.o., ID No.: 02882957, with its registered seat at Radlická 180/50, 150 00 Prague 5, Czech Republic, acting (within the EEA) as a licensed Account Information Service Provider.

1.7. Technical Service Provider

A third party (e.g., Salt Edge, Yodlee) that supplies the Provider with a technological solution and software interface (API) for secure connection with banks.

1.8. User Credentials

Personalized security features, including but not limited to username, password, access number, security questions and answers, tokens/SMS codes, and multi-factor information, provided by the Financial Institution to the User for the purpose of authentication, including strong client authentication and dynamic linking.

1.9. Service

The Account Information Service (AIS) or a technical data aggregation service consisting of establishing a secure data connection with the User's Financial Institution through standardized interfaces for the purpose of retrieving Data.

1.10. Partner Services

Services provided by the Partner to the User through the Partner Application.

1.11. Consent

Any free, specific, informed, and unambiguous expression of the User's will, given by a statement or a clear affirmative action, by which the User gives permission to access their financial account by the Provider (acting in its own name and/or on behalf of the Partner) for the purpose of retrieving Data.

1.12. **User** (or also "you")

A physical or legal person who uses the Service to connect their financial account.

2. Description of the Service

2.1. Purpose of the Service

The Service consists of establishing a secure data connection with the User's Financial Institution through standardized application interfaces. Its goal is to retrieve details about the User's payment account, current balances, and payment transaction history (hereinafter "Data").

2.2. What the Service allows and what it does not allow

From a technical and legal perspective, the Service is designed exclusively in a "read-only" mode. This strictly and unambiguously defines the scope of access and authorization that the Provider possesses in relation to the Data.

Through the Service, the User can:

- (a) obtain information about their payment accounts, which primarily means current accounts. If the relevant Financial Institution allows it, the Service may also provide access to other types of accounts;
- (b) retrieve information about current balances on the User's connected accounts;
- (c) download the User's payment transaction history (incoming and outgoing payments, fees, card transactions);
- (d) obtain basic details about the connected account (e.g., account name, account number/IBAN, currency).

Conversely, through the Service, the User cannot:

- (a) enter one-time payments, standing orders, or initiate any other transfers of funds from the User's account;
- (b) set up, change, block, or cancel any products (accounts, cards, loans) at the User's bank;
- (c) modify, delete, or overwrite data stored at the User's bank in any way.

2.3. Availability and quality of Data

The Service mediates Data exactly in the form provided by your bank (or other Financial Institution). It always fully depends on the specific bank and the technical functioning of its system what Data and in what scope will be made available. Specifically:

(a) Depth of history: The period for which transaction history can be retrieved depends on the technical capabilities and limits of the specific bank's API, and possibly on the requirements of a specific Partner (if you use a Partner Application).

(b) Download frequency: In the event that the Service is provided in a continuous access mode, repeated synchronization of Data takes place at least once a day.

(c) Transactions and balances: The Service downloads both posted and unposted (pending) transactions. However, processing and posting of these transactions may be delayed on the part of the bank. Therefore, the balance displayed or transmitted through the Service always corresponds to the current state reported by the bank itself at that moment.

(d) Overdrafts and credit cards: The scope of transaction history on overdrafts and credit cards, as well as the method of its display and interpretation, fully depends on the Financial Institution providing the data.

The Provider is not responsible for any delays on the part of the bank, factual errors in statements, unavailability of the bank's API interface, or outages on the side of bank systems that make it impossible to provide the Service at a given time.

2.4. Processing, enrichment, and anonymization of Data

To enable the Provider or the Partner Application to display Data meaningfully, it may perform its technical processing. This includes data normalization, removal of duplicates, and so-called enrichment of Data (for example, automatic categorization of transactions or merchant identification). The Provider does not manually analyze the Data and does not use it for automated decision-making (e.g., profiling for loan approvals); this is possibly done by the Partner in their Partner Application according to their own rules.

The User further acknowledges and agrees that the Provider has the right to irreversibly anonymize User Information (including Financial Account Data) and to aggregate these anonymized data with data of other Users of the Service in a way that does not allow identification of the User or any other physical person. The Provider is entitled to use the anonymous and aggregated data created in this way, both during the term of this Agreement and after its termination, for any purpose, including but not limited to:

(a) providing, maintaining, supporting, and improving the Service;

(b) performing analytical research, compiling statistical reports, and monitoring performance;

(c) developing and/or improving other services and products of the Provider; and

(d) sharing these anonymized aggregated data with affiliates, partners, or other third parties with whom the Provider has a business relationship.

The User acknowledges that during technical processing, Data may be transmitted through various networks and technically modified or adapted to the requirements of connection interfaces in order to ensure compatibility.

2.5. Right to refuse or suspend the Service

The Provider reserves the right to temporarily suspend or completely refuse the provision of the Service (including refusing a synchronization request) if it has reasonable suspicion that:

(a) there has been a breach of banking secrecy by the User;

(b) the Service is being used for fraudulent or illegal activity;

(c) providing the Service would lead to a violation of applicable legal regulations (e.g., anti-money laundering regulations).

The Provider reserves the right to temporarily or permanently suspend, or completely refuse, the provision of the Service in relation to individual Financial Institutions for technical or other reasons arising on the side of the given Financial Institution. Please note that such unavailability does not entitle the User to a claim or a right to a refund, as it is usually a temporary state and the connection can be restored once the obstacles are removed.

2.6. Age restriction and eligibility

The Service is intended exclusively for Users over 18 years of age. By using the Service, the User explicitly represents and warrants that they have reached the age of at least 18 years and are fully eligible for legal acts. In the event that the Provider discovers that the Service is being used by a person under 18 years of age, it reserves the right to terminate such User's access to the Service immediately.

3. Consents, Authentication, and Connection Validity

3.1. Login method and security

The connection process consists of the User being redirected by the application to the secure authentication environment of their bank. There, the User logs in in the usual way and confirms to the bank that the Provider may be given access to the Data.

The User is fully responsible for taking all reasonable measures to secure their device

(computer, mobile phone), internet connection, and their login credentials to the bank account against unauthorized misuse. If the User suspects theft or misuse of their security data, they are obliged to contact their bank directly and immediately.

3.2. Explicit consent of the User

Retrieval of Data always takes place only on the basis of the free, active, and explicit Consent of the User granted directly at their bank.

3.3. Account authorization and prohibition of manipulation

By using the Service, the User bindingly declares that they are the legal owner of the relevant payment account, or that they have full and legal right of disposal over such account and the data resulting from it. Especially in the case of using the Service for creditworthiness assessment purposes in Partner Applications, it is strictly forbidden to connect accounts of third parties. The User further commits not to technically interfere with, modify, or attempt to bypass the interface through which they enter their login credentials.

3.4. Access types and Consent validity

The Service can be provided in two modes:

(a) One-time access: Data is retrieved only once (e.g., for income verification). The Consent is valid only for this one-time download.

(b) Continuous access: Data is updated regularly (e.g., in BudgetBakers applications). In accordance with security rules, the User's Consent granted to the bank for this type of access is time-limited (usually for 90 to 180 days, depending on the specific bank). To enable the Provider to provide the Service continuously and update Data regularly, the User will be prompted to re-grant Consent after this period expires.

Revocation of Consent by the bank: The User acknowledges that the Financial Institution (bank) may terminate the validity of the granted Consent prematurely for technical, security, or other reasons. For this reason, the Provider does not guarantee that the Consent will remain valid for the entire standard period mentioned above and reserves the right to prompt the User to re-grant Consent earlier.

3.5. Withdrawal of Consent

The User may stop using the Service at any time and withdraw their Consent:

(a) in the settings for managing connected applications directly in their internet banking;

(b) in the interface of the Partner Application;

(c) by a written request to the e-mail support@budgetbakers.com.

The withdrawal of Consent will stop any further downloading of Data by the Provider. However, the Provider bears no responsibility for whether the bank continues to display information about the active connection with the Provider in its own interface (e.g., in internet banking), nor for the manner or delay with which the bank technically processes the cancellation of Consent and access on its side. The fact that the bank continues to display the Provider in its system does not mean that the Provider continues to access the Data after the withdrawal of Consent, and the Provider is not responsible for this display on the side of the bank.

4. Modes of Service Provision by Application Type

The way Data is handled differs depending on the application in which the User activates the Service.

4.1. Use in BudgetBakers applications

If the User uses the Service in the Provider's application, Data is downloaded repeatedly in the background after Consent is granted so that the User has up-to-date overviews and analytics about their personal finances available. BudgetBakers is the controller of the Data here for the purpose of providing wallet functionalities.

4.2. Partner Applications

If the User uses the Service through a Partner Application (an application of a Provider's partner, for example, when applying for a loan, arranging a financial product, or within a loyalty program), the Provider's role is exclusively to ensure the Service for secure transfer of information between the User's Financial Institution and the Partner's system. Entering into a business relationship with the partner, using its products and services, as well as the way the partner evaluates obtained data (e.g., creditworthiness assessment), is governed exclusively by the separate business terms and rules of this partner. The Partner Application is not under the control of the Provider.

In this context, the following applies:

- (a) depending on the Partner's settings, Data from the bank may be downloaded only once or repeatedly;
- (b) the Provider is responsible only for the secure download of Data and its immediate transfer to the Partner. At the moment the Partner receives the Data, it becomes their separate controller.

The Provider does not interfere with the Partner's processes and bears no responsibility for

how the Partner (or its Partner Application) uses the User's Data, nor for whether the Partner provides its service or product to the User based on this Data. The User must resolve any disputes regarding the Partner's products directly with them. When using or accessing a Partner Application, the User is governed by the terms and privacy policy issued by that partner.

The Provider does not guarantee that the scope or quality of Data retrieved from the bank will be sufficient for the Partner's purposes (e.g., for creditworthiness assessment). If the Partner evaluates the retrieved Data as insufficient and uses other methods to assess the request (or completely refuses to provide the service), the Provider bears no responsibility for this.

5. Regulatory Requirements and KYC/AML Obligations

As the Provider is a licensed financial institution within the EEA, it is subject to strict European and Czech laws against money laundering and terrorist financing. To fulfill these obligations, the Provider may be required in some cases to verify the User's identity and keep related records, even after the end of the Service use, for the period stipulated by law.

6. Technical Service Providers

To connect with banks, the Provider uses either its own direct connections or verified technical service providers. However, these partners function exclusively as a technological supplier of the software interface. All Services in the EEA take place under the Provider's license; the Provider is the User's contractual partner and is responsible for providing the Service.

List of Technical Service Providers for the Account Information Service:

(a) Salt Edge Limited, registration number 11178811, with its registered seat at 71-75 Shelton Street, Covent Garden, London, England, WC2H 9JQ, United Kingdom.

7. License and Copyright Protection

7.1. Grant of license to the User

Based on the User's Consent to these Terms, the Provider grants the User a limited, non-exclusive, non-transferable, revocable, and non-sublicensable license to access and use the Service for their personal or internal corporate non-commercial purposes, exclusively in accordance with these Terms. This license is valid for the duration of the Agreement and can be terminated by the Provider in case of violation of these Terms.

7.2. Copyright and intellectual property of the Provider

The User acknowledges that the Service, including its software, interface, data models, and all

other Provider content necessary for account connection, is the exclusive property of BudgetBakers s.r.o. and its licensing partners. This content is protected by laws on copyright, trademarks, and other intellectual property protection laws. Without the prior explicit written Consent of the Provider, the User may not copy, modify, distribute, sell, rent, or create derivative works from the Provider's content in any way.

8. Responsibility for Defects and Limitation of Responsibility

8.1. Exclusion of warranties

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LEGAL REGULATIONS, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT ANY EXPLICIT OR IMPLIED WARRANTIES. THE PROVIDER EXPLICITLY DISCLAIMS ALL WARRANTIES, ESPECIALLY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, AND WARRANTIES RESULTING FROM TRADE USAGES.

THE PROVIDER DOES NOT GUARANTEE THAT:

(a) THE SERVICE WILL WORK CONTINUOUSLY, SECURELY, OR WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION;

(b) ANY ERRORS OR DEFECTS WILL BE CORRECTED;

(c) THE SERVICE AND DATA CONTAINED IN IT WILL BE ACCURATE, RELIABLE, COMPLETE, OR CURRENT;

(d) THE SERVICE DOES NOT CONTAIN VIRUSES OR OTHER HARMFUL COMPONENTS.

Due to the nature of the Service, the Provider is not responsible for unavailability, errors, or outages on the part of the bank's interface (API) or technical providers. Data displayed or transmitted through AIS is dependent on information provided by the bank, and the Provider does not guarantee that these data will always be 100% up-to-date or error-free compared to the User's direct banking.

8.2. Limitation of responsibility

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LEGAL REGULATIONS, THE PROVIDER, ITS EXECUTIVES, EMPLOYEES, PARTNERS, NOR SUPPLIERS WILL IN ANY CASE BE RESPONSIBLE FOR ANY INDIRECT, ACCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT EXCLUSIVELY LOSS OF PROFIT, DATA, GOODWILL, POSSIBILITY OF USE, OR OTHER INTANGIBLE LOSSES RESULTING FROM:

- (a) THE USER'S ACCESS TO THE SERVICE, ITS USE, OR IMPOSSIBILITY TO ACCESS IT OR USE IT;
- (b) ANY CONDUCT OR CONTENT OF A THIRD PARTY WITHIN THE SERVICE;
- (c) ANY CONTENT OBTAINED FROM THE SERVICE;
- (d) UNAUTHORIZED ACCESS, USE, OR ADJUSTMENT OF THE USER'S DATA;
- (e) COSTS OF SECURING REPLACEMENT SERVICES OR PRODUCTS FROM OTHER PARTNERS OR THIRD PARTIES IN THE EVENT THAT THE PARTNER REFUSES OR FAILS TO PROVIDE ITS SERVICE TO THE USER BASED ON THE OBTAINED DATA.

THE TOTAL AGGREGATE RESPONSIBILITY OF THE PROVIDER FOR ALL CLAIMS RESULTING FROM THESE TERMS OR RELATED TO THE SERVICE WILL IN NO CASE EXCEED THE AMOUNT OF 50 EUR (OR EQUIVALENT IN LOCAL CURRENCY).

THESE LIMITATIONS DO NOT APPLY TO DAMAGE CAUSED FROM THE SIDE OF THE PROVIDER INTENTIONALLY OR BY GROSS NEGLIGENCE AND TO RESPONSIBILITY FOR HARM TO LIFE OR HEALTH.

8.3. Indemnification

The User agrees to indemnify, defend, and protect the Provider, its executives, employees, and partners from all claims, obligations, damages, losses, and costs, including reasonable costs for legal representation, which arise as a result of or in connection with:

- (a) the use of the Service by the User or their access to it;
- (b) violation of these Terms by the User;
- (c) violation of any third-party right by the User, including copyright, property rights, or right to privacy;
- (d) any claim that the User's Data caused damage to a third party.

9. Exclusion of Financial Advice

THE USER EXPLICITLY ACKNOWLEDGES AND AGREE THAT THE SERVICE IS PROVIDED ONLY AS AN INFORMATIONAL AND TECHNOLOGICAL TOOL. THE SERVICE IN NO CASE REPRESENTS AND DOES NOT REPLACE PROFESSIONAL ADVICE. THE PROVIDER DOES NOT PROVIDE ANY FINANCIAL, INVESTMENT, LEGAL, TAX, NOR ACCOUNTING ADVICE.

10. Protection of Personal Data (GDPR)

10.1. Processing of personal data

To provide and operate the Service, it is necessary for the Provider to process the User's personal data (especially bank data, account balances, and transaction history). The Provider approaches the protection of privacy with the highest priority and commits to protecting the User's data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter "GDPR") and other applicable legal regulations. Data obtained through the account connection is processed exclusively for the purpose of providing the Service and is not used for other purposes without the User's Consent.

10.2. Privacy Policy

All detailed information about what personal data the Provider collects, for what purpose, on what legal basis, for how long it keeps it, and what the User's rights are, is set out in a separate document: Privacy Policy. This Privacy Policy forms an integral part of these Terms. By using the Service, the User confirms that they have familiarized themselves with this Policy.

10.3. Consents with processing

In cases where Consent is required for processing personal data, the User will always be transparently asked for it. The User may withdraw any granted Consent at any time, directly in the interface of the given application or by contacting the Provider's support.

11. Dispute Resolution and Final Provisions

The Provider will always try to resolve any disputes regarding the Account Information Service itself provided by BudgetBakers s.r.o. amicably first.

Complaints and claims regarding the provision of the Service can be sent by the User to the e-mail support@budgetbakers.com. The Provider will confirm receipt of the complaint and send a full response to the User no later than 15 business days after its receipt. In case of exceptional situations beyond the Provider's control, this period may be extended to a maximum of 30 business days, about which the User will be informed in advance.

As it is a regulated financial service, the activities of the Provider are supervised by the Czech National Bank. If the User is a consumer, they also have the right to contact the out-of-court dispute resolution body, which is the Financial Arbitrator of the Czech Republic. Relationships arising from these Terms are governed by Czech law.