

Rules of the Pay a Contact Register

Version 1

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1 General provisions

- 1.1. Annex 8 to the Rules (hereinafter the “Annex”) contains, inter alia, a description of the PaC Register, the rules relating to the use of the PaC Register, the commencement and termination of participation in the PaC Register, and the rights, obligations and responsibilities of the parties, both mutual and vis-à-vis third parties.¹
- 1.2. The technical specifications of the procedures for using the services of the PaC Register are provided in the document entitled “The PaC Register – technical specifications” which is available on the CERTIS-AMOS web portal (hereinafter “AMOS”).
- 1.3. The PaC Register services shall be accessed using the RAMOS application interface (hereinafter “RAMOS”) in accordance with Annex 2 to the Rules.

2 Definitions

In this Annex,

- 2.1. *direct participant* shall mean a direct participant in the CERTIS system;
- 2.2. *registered participant* shall mean a direct participant authorised to use the services of the PaC Register;
- 2.3. *operator* shall mean the Czech National Bank;
- 2.4. *unique account identifier* shall mean the unique account identifier pursuant to the Payment System Act;²
- 2.5. *account number* shall mean an account number in IBAN format pursuant to Decree No. 169/2011 Coll., stipulating the rules for creating an account number in the payment system;³
- 2.6. *telephone number* shall mean a mobile telephone number including the international dialling code;
- 2.7. *profile* shall mean a telephone number, an account number and an abbreviated account name;

¹ Client, authorised owner of a telephone number

² Article 2(3)(g) of Act No. 370/2017 Coll., on the Payment System

³ Article 4 of Decree No. 169/2011 Coll., stipulating the rules for creating an account number in the payment system

- 2.8. *archived profile* shall mean a profile which has been deleted from the PaC Register, where the archiving period referred to in Article 6.3.(b) has not yet expired;
- 2.9. *profile data* shall mean the profile identifier,⁴ time of creation of the profile, time of deletion of the profile, the payment system code of the registered participant that has created the profile, the time of the last renewal of the profile, the time at which the account number was last provided based on the knowledge of the telephone number in the profile and, where applicable, other technical data generated by the PaC Register on the profile;
- 2.10. *client* shall mean a natural person for whom a registered participant maintains an account and to whom it provides payment services on that account;
- 2.11. *authorised user* shall mean a natural person authorised to use certain payment services provided for an account on the basis of a power of attorney granted by a client;
- 2.12. *account* shall mean an account maintained by a registered participant for a client;
- 2.13. *payment* shall mean a credit transfer pursuant to the Payment System Act;⁵
- 2.14. *payment service* shall mean a payment service pursuant to the Payment System Act;⁶
- 2.15. *payer* shall mean a payer pursuant to the Payment System Act;⁷
- 2.16. *beneficiary* shall mean a beneficiary pursuant to the Payment System Act;⁸
- 2.17. *operational day* shall mean an operational day as defined in Annex 3 to the Rules, i.e. any calendar day other than a non-working day or public holiday in the Czech Republic.

3 Description of the PaC Register services

- 3.1. The main purpose of the PaC Register is to provide a registered participant with access to information on the account number and the abbreviated name of the beneficiary's account, based on the knowledge of the beneficiary's telephone number, for the

⁴ Article 5.2. of this Annex

⁵ Article 2(1)(f) of Act No. 370/2017 Coll., on the Payment System

⁶ Article 3(1) of Act No. 370/2017 Coll., on the Payment System

⁷ Article 2(3)(a) of Act No. 370/2017 Coll., on the Payment System

⁸ Article 2(3)(b) of Act No. 370/2017 Coll., on the Payment System

purpose of making payments for which the payer has given the beneficiary's telephone number as the unique identifier of the beneficiary's account.

3.2. A registered participant is entitled to use the PaC Register services only for payments of up to a maximum amount of CZK 5,000.

3.3. The PaC Register shall in particular enable a registered participant to:

- a) create, renew or delete a profile for an account which it maintains for a client;
- b) obtain an account number and an abbreviated account name based on the knowledge of a telephone number;
- c) obtain a profile it has created in the PaC Register and the data related to this profile based on the knowledge of a profile identifier;
- d) obtain an archived profile it has created in the PaC Register and the data related to this profile based on the knowledge of a profile identifier;
- e) obtain information on the approaching expiration of a profile it created in the PaC Register three months before the date of its expiration, and obtain information on the deletion of that profile after its expiration;
- f) obtain a list of all telephone numbers of valid profiles;
- g) obtain information on the commencement and termination of technical shutdowns of the PaC Register;
- h) obtain a list of telephone numbers based on the knowledge of the account number;
- i) obtain information on the existence of a profile based on the knowledge of a telephone number.

4 Access to the PaC Register

4.1. The services of the PaC Register can only be used by a direct participant who has joined the Register for the sole purpose of providing PaC services under CBA Standard No. 45 "Pay a Contact" (hereinafter the "Standard"). Access to the Standard shall be enabled under equal conditions to anyone interested in joining the PaC Register and the rules of the Standard must not be discriminatory or otherwise contradict legislation – compliance with this obligation shall not be the responsibility of the operator but of the registered participants or, if so agreed, the association of which they are members.

4.2. An application for access shall be submitted in writing on form no. 12 ("Application for access of a direct CERTIS participant to the PaC Register"). By submitting the

application, a direct participant undertakes to comply with this Annex and the documents referred to in this Annex to the appropriate extent⁹ before joining the PaC Register and to full extent thereafter.

On the basis of the application, the operator shall provide the direct participant with access to the test environment in which the direct participant shall verify its preparedness to use the PaC Register in accordance with Annex 6 to the Rules.

4.3. The right to use the services of the PaC Register (participation in the PaC Register) shall arise upon approval of the direct participant's application by the operator. The approval of the application shall be conditional upon:

- a) adoption of the Standard by the direct participant,
- b) successful verification of the direct participant's preparedness to use the services of the PaC Register based on testing in accordance with Annex 6 to the Rules, and
- c) payment of the price for access to the PaC Register; the operator shall send the invoice for the price of access to the direct participant on the basis of an application pursuant to paragraph 2 of this Article upon successful completion of the tests.

The direct participant shall inform the operator of the fulfilment of the above conditions in an affidavit on form no. 13 ("Affidavit on the fulfilment of the conditions for joining the PaC Register"). It may also indicate the requested date of access to the PaC Register on form no. 13.

4.4. The operator shall approve the application without undue delay upon receipt of the affidavit on form no. 13 and verification that the conditions pursuant to Article 4.3. have been fulfilled; it shall notify the direct participant thereof. The participant shall be given access to the services of the PaC Register no later than the end of the date of access indicated on form no. 13, but not earlier than the end of the first operational day following the day on which the approval of the application was sent to the direct participant. By gaining access to the services of the PaC Register, the direct participant shall become a registered participant.

4.5. Where the conditions referred to in Article 4.3. are not fulfilled within one year of the date on which the application for access was delivered to the operator, the application shall be deemed to have not been submitted.

⁹ In particular Article 4, provisions relating to testing

- 4.6. Forms no. 12 and 13 shall be signed by an authorised person and sent via data box, unless otherwise agreed with the operator. The operator shall send a notification of receipt of form no. 12 and of approval of the application pursuant to paragraph 5 of this Article via data box, unless agreed otherwise with the direct participant.
- 4.7. The operator shall maintain a publicly available list of registered participants on its website.
- 4.8. Where necessary due to legal requirements, the operator may agree with an applicant for access to the PaC Register, which has provided evidence of its prerequisites for the provision of the PaC service, on rules governing such access that are different to the extent necessary.

5 Creating a profile in the PaC Register and the related obligations

- 5.1. A profile shall be created by a registered participant by entering the account number, telephone number and abbreviated account name of its client in the PaC Register.
- 5.2. The PaC Register shall assign a profile identifier to each profile and save the time the profile was created and the payment system code of the registered participant that created the profile.
- 5.3. A registered participant shall create a profile only
- a) at a client's request; when doing so, it shall designate the telephone number given in the profile as the unique identifier of the account given in that profile for the client,
 - b) if a client is the authorised owner of the telephone number entered in a profile; only a telephone number, which is used at a client's initiative for communication with the client in connection with the payment services provided for the given account,¹⁰ and whose ownership by the client is continuously checked, can be entered in the PaC Register.
 - c) the authorised user's telephone number can be entered in the PaC Register where that user is contractually authorised to use the PaC service related to that account, and where the conditions set out in points (a) and (b) of this paragraph are fulfilled

¹⁰ Verification SMS messages for that account and information on incoming payments should, inter alia, be sent to this telephone number.

in relation to the authorised user; the client shall be informed of the entry of the authorised user's telephone number.

- 5.4. A client's consent to entering a telephone number in the PaC Register and creating a profile shall not in itself constitute his or her consent to payments to that telephone number pursuant to the Civil Code, even if he or she provides this telephone number on invoices or other documentation, unless it is clear from the circumstances that the given telephone number is not intended to serve as a means of communication, or at least not exclusively, but (also) as a means of payment.
- 5.5. When a telephone number ceases to be the unique identifier of its client's account,¹¹ the registered participant shall delete the profile containing that number from the PaC Register.
- 5.6. A registered participant shall determine that a telephone number is no longer the unique identifier of its client's account without delay while observing any statutory time limits¹² after it:
- a) receives a request to this effect from a client,
 - b) receives a request to this effect from an authorised user if this is a case pursuant to Article 5.3. (c) of this Annex, or
 - c) finds that a client or an authorised user is not the authorised owner of the telephone number, or has reasonable doubt about the ownership of the telephone number and fails to verify it; in this case it shall proceed in accordance with Article 8.
- 5.7. A registered participant shall carry out strong authentication¹³ of an acting client or authorised user, including verification of ownership of a telephone number, before creating a profile, where it shall verify the ownership of the telephone number which is in doubt to the extent possible while proceeding in accordance with Article 8.3. A registered participant shall carry out strong authentication¹⁴ of an acting client or authorised user before deleting a profile at the request of the client.

¹¹ Or, where applicable, when a registered participant finds that a telephone number is not the unique identifier of its client's account.

¹² The operator shall point out that a registered participant must comply with the statutory notice period even if a profile is to be removed from the PaC Register by the operator as a result of its expiration.

¹³ Article 223(3) of Act No. 370/2017 Coll., on the Payment System

¹⁴ Article 223(3) of Act No. 370/2017 Coll., on the Payment System

- 5.8. Only one account number may be registered to one telephone number. If a registered participant attempts to create a profile using a telephone number which is part of an existing profile, it shall be notified of this fact and the creation of the profile shall not be allowed. In such a case, the registered participant that has not been allowed to create a profile shall inform, without undue delay, of the suspected error in the profile of the registered participant that created the profile with that telephone number. The procedure laid down in Article 8 shall then be followed. This shall not apply if the client who has failed to register a profile confirms that the given telephone number has already been registered for that client in another profile.
- 5.9. Several telephone numbers can be registered to one account, but in such a case they shall constitute separate profiles.
- 5.10. A profile shall expire six months after the latest of the following days:
- a) the date on which this profile was created in the PaC Register,
 - b) the date of renewal of this profile by the registered participant that created it,
 - c) the date on which any of the registered participants obtained the account number and the abbreviated name of the account constituting that profile from the PaC Register based on the knowledge of the telephone number constituting that profile.

6 Other obligations of the operator

- 6.1. The PaC Register's services are available around the clock, with the exception of planned technical shutdowns and emergencies leading to interruptions. A registered participant may use the technical support contacts on the login page of the AMOS system website on business days between 8.00 a.m. and 4.00 p.m.; during these hours, the operator undertakes to take immediate steps to restore the operation of the PaC Register interrupted as a result of the emergency.
- 6.2. If RAMOS is unavailable, the operator does not provide an alternative method of communication with the PaC Register. The PaC Register cannot be used in the event of an outage of RAMOS.
- 6.3. The operator shall be obliged to

- a) maintain a profile from the moment the profile is created until the date on which a registered participant removes the profile from the PaC Register or until the date on which the profile expires;
- b) archive an archived profile for ten years from the date on which the profile is deleted from the PaC Register;
- c) ensure the deletion of a profile from the PaC Register at the end of the day following the day on which it expires;
- d) ensure the integrity of stored and archived data;
- e) ensure that unauthorised access to, or misuse of, the data in the PaC Register is prevented;
- f) upon request, provide a registered participant with information on what data it has received from the PaC Register for a payment for which its client has used a telephone number as the unique identifier of the beneficiary's account, and with any related information; the operator shall provide such information only for serious reasons (in particular complaints, legal proceedings) and only to the extent necessary, and shall be entitled to demand compensation of any costs incurred.

6.4. The operator shall be liable for damages which it has caused to a registered participant by a breach of its obligations as operator of the PaC Register; the operator shall not be liable for damages if a registered participant is responsible for such damages.

7 Other obligations of a registered participant

7.1. A registered participant shall be entitled to enable its client to use a telephone number as the unique account identifier to issue a payment order only immediately having obtained information on the beneficiary's account number on the basis of the telephone number. For each payment, the registered participant shall be obliged to obtain information on the beneficiary's account number again.

7.2. A registered participant shall mark the payment for which a telephone number was used as the unique account identifier with the constant symbol 9590.

- 7.3. A registered participant shall be obliged to secure the consent of its client (and the authorised user) and to impose such obligations on them so as it can fulfil the obligations laid down in this Annex.
- 7.4. A registered participant shall use data from the PaC Register only to make payments for which the payer has given a telephone number as the unique identifier of the beneficiary's account (including complaints, possible disputes, etc.).
- 7.5. A registered participant shall be obliged to monitor the approaching expiration of a profile by regularly enquiring about changes to the profile and to confirm those changes.
- 7.6. The operator shall not actively provide information on planned technical outages. A registered participant shall verify technical outages of the PaC Register, at the latest upon detecting unavailability of the PaC Register services.
- 7.7. A registered participant shall ensure that the profiles it has created are complete, correct and up-to-date, that it is authorised to create or delete them in the PaC Register for the purpose of using them in accordance with this Annex, and to delete them if it loses that authorisation.
- 7.8. A registered participant shall be obliged to prevent unauthorised access to the PaC Register and to take reasonable measures to prevent the misuse of data from the PaC Register.
- 7.9. A registered participant shall be liable to another registered participant, the operator and a third party for any damages caused by a breach of its obligations as a registered participant. It shall be relieved of liability only if it proves that the damages were caused by force majeure.

8 Error in a profile

- 8.1. Where there is reasonable suspicion of an error in a profile in the PaC Register, the registered participant who created the profile shall verify the accuracy of the profile and correct any error without undue delay, or delete the profile from the PaC Register immediately while respecting statutory time limits.
- 8.2. An error in a profile shall also mean an error that occurs only after the profile has been created by a direct participant in the PaC Register, e.g. when a client has ceased to be the owner of a telephone number. Reasonable suspicion of an error in a profile arises,

inter alia, if the registered participant who created the profile is informed by another registered participant that the ownership of the telephone number included in that profile has been verified by its client or the authorised user, or that it has been adequately verified by a third party.

- 8.3. A registered participant shall ensure that a client who finds that his or her telephone number is part of a profile in the PaC Register without having requested it shall be obliged to inform the registered participant about this; the registered participant shall then verify the ownership of the telephone number by its client.
- 8.4. A registered participant that has verified the ownership of a telephone number constituting part of the profile of a person other than the person who proved ownership of the telephone shall be obliged to report this fact without undue delay to the registered participant that has created the profile in the PaC Register. This shall not apply if the person who has proved ownership of the telephone confirms that the given telephone number has already been registered for that person in another profile.
- 8.5. A registered participant that has created the profile in the PaC Register shall, at the request of the person who has adequately proved to be the owner of the telephone number, verify whether its client is still the owner of the relevant telephone number. If the ownership is not verified within a reasonable period of time in accordance with Article 5.7., it shall delete the given profile from the PaC Register. In doing so, it shall be obliged to respect any statutory time limits. If the person who has provided reasonable evidence that he or she is the owner of a telephone number is a client of another registered participant, he or she may submit an application through this participant.
- 8.6. A registered participant shall be obliged to prevent misuse where there is reasonable suspicion of an error in a profile.
- 8.7. Any registered participant shall be obliged to inform a person who can provide appropriate evidence that he/she is the owner of the telephone number included in a profile of the identity of the registered participant who created the profile containing that telephone number in the PaC Register.
- 8.8. A person who has suffered damages due to an error in a profile for which his or her payment service provider is not liable shall be entitled to compensation from the registered participant which created the profile in the PaC Register, even if that

registered participant was not responsible for the error. This shall not apply in cases referred to in Article 6.4.; in such cases, he or she shall be entitled to compensation for damages from the operator. The previous sentences shall be without prejudice to the application of legislation governing contributory negligence of the injured party and its duty of prevention.

9 Price of the PaC Register services

- 9.1. The PaC Register services are subject to a fee in accordance with Part V of the Schedule of Charges for the Financial and Business Services of the Czech National Bank.
- 9.2. The price for a direct participant's access to the PaC Register shall be non-refundable, even in the event of termination of participation in the Register pursuant to Article 10 of this Annex. This shall apply without prejudice to paragraph 4 of this Article.
- 9.3. A participant that has already been a registered participant but whose membership has lapsed shall be obliged to pay the price for access again in the event of repeated access.
- 9.4. Five years from the commencement of the provision of the PaC Register service, the operator shall be entitled to introduce additional prices for that service. If a registered direct participant has availed of the service for less than five years at that time, a proportional part of the price of access to the PaC Register shall be refunded to it in the amount of 1/60 for each full calendar month left to five years of its participation in the PaC Register.

10 Termination of participation in the PaC Register

- 10.1. A registered participant shall be entitled to terminate participation in the PaC Register by written notice signed by an authorised person, where the notice period shall be at least seven calendar days of delivery of the notice.
- 10.2. The operator shall be entitled to terminate participation of a registered participant in the PaC Register by written notice
 - a) if a registered participant breaches its obligations of a registered participant laid down in these Rules and fails to remedy the situation within the time limit set by

the Operator – the notice period shall be three calendar months of delivery of the notice.

- b) in the event of a narrowing, withdrawal or lapsing of authorisation or a licence to provide payment services – in such a case, the notice period may end on the date of termination of the authorisation or licence, or on the date of effect of the decision changing or revoking the authorisation or licence.

10.3. The notice shall be sent via data box.

10.4. If a registered participant does not have a data box, the notice shall be delivered by e-mail or via a postal services operator or courier to the address of its registered office or organisational unit in the Czech Republic. If a registered participant could not be reached by the postal services operator or courier, the document shall be deemed to have been delivered after the 10th day from the day of the attempted delivery.

10.5. A registered participant and the operator may agree in writing to terminate participation in the PaC Register.

10.6. On the date of termination of a registered participant's participation in the CERTIS system, its participation in the PaC Register shall also be terminated.

10.7. As of the date of the termination of a registered participant's participation in the PaC Register, the operator shall delete the profiles created by that registered participant from the PaC Register and archive those profiles.

10.8. If a registered participant has ceased to exist and its rights and obligations have passed to a legal successor that is also a registered participant, and if the payment system code of the legal successor is the same as the code of the registered participant that has ceased to exist, the profiles created by that registered participant shall be retained in the PaC Register.

10.9. The operator reserves the right to terminate the operation of the PaC Register in the event that the PaC Register is used by less than four registered participants, and shall inform registered participants of such a step at least 18 months before the termination date. This shall be without prejudice to Article 10.10.

10.10. The operator shall, upon request, provide a registered participant whose participation in the PaC Register and, where applicable, the CERTIS system has ceased with:

- a) data on the archived profiles created by the former participant in the PaC Register,
- b) information on what data it received from the PaC Register for the payment for which its client used a telephone number as the unique identifier of the beneficiary's account,
- c) any related information.

The operator shall provide such data only for serious reasons (in particular complaints, legal proceedings) and only to the extent necessary, and shall be entitled to demand compensation of any costs incurred.

11 Protection of personal data

11.1. In connection with the PaC Register services, personal data shall be processed pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter the "GDPR"), whereby the operator and registered participant shall, when processing personal data in connection with the PaC Register services, act as separate and independent personal data controllers pursuant to Article 4(7) of the GDPR.

11.2. When processing personal data in connection with the PaC service, the operator and registered participant undertake to fulfil the obligations laid down in or arising from legislation governing the protection of personal data, in particular the GDPR.

12 Final provisions

12.1. Articles 3. 2., 5, 7, 8 and 11. 2. contain provisions clearly serving the interests of clients and the authorised owners of telephone numbers, and a breach of the obligations of a registered participant arising from those articles shall result in that participant's liability pursuant to Article 2913(1) of Act No. 89/2012, the Civil Code.

12.2. If a direct participant so requests, Articles 4. 2. to 4. 6. shall apply to that participant and the operator from the moment of their publication pursuant to Article 45 of the Rules.