

## **Annex no. 2 to the Terms and Conditions of the System Complaints procedure**

1. The Merchant shall accept complaints relating to the Payments from Customers. The Merchant shall inform Customers about the complaints procedure. The Merchant shall first verify the complaints himself. If it is found that reasons for the complaint are not due to the Merchant's fault, but relate to irregularities in System operations, the Merchant shall submit the complaint to PayU in accordance with point 2.  
Any disputes arising between the Merchant and the Customer concerning transactions shall be resolved exclusively between them. In the case of Pay by Payment Card Service, the Merchant should direct the Customer to the Card issuer. PayU shall not be held liable for any disputes resulting from the agreement concluded between the Merchant and the Customer.
2. The Merchant may file a complaint relating to irregularities in System operations within the deadlines referred to in § 9 (3) of the Terms and Conditions of the System.
3. The complaint may be filed in writing and sent to PayU's address or by email to [help@payu.pl](mailto:help@payu.pl).
4. Each complaint shall include at least the following details: a reason for complaint, a list of entities participating in the transaction, a transaction date, an amount complained of and a detailed description of the problem.
5. If data or information specified in the complaint require completion, before considering it, PayU shall request the Merchant to complete it within the indicated scope. In such case, the date for considering the complaint is calculated from the date the Merchant is provided with the missing information.
6. The time for considering the complaint is a maximum 15 Business Days from its receipt by PayU.
7. In exceptional situations, if the answer cannot be given within time limit mentioned above, the time limit for processing the complaint may be extended by the time necessary to obtain appropriate information, about which the Merchant will be informed, with the maximum time for processing the complaint not exceeding 35 Business Days.
8. A reply to the complaint shall be sent:
  - a. if the complaint was filed in writing – to the Merchant's address for correspondence specified when concluding the Agreement;
  - b. If the complaint was filed in electronic form – to the Merchant's email address specified when concluding the Agreement.
9. The Merchant shall cooperate with PayU to clarify any matters connected with the complaints procedure carried out by issuers of electronic payment instruments, in particular to provide all the necessary information concerning the transaction for which the payment complained of was made.
10. The Merchant shall provide explanations and submit relevant documents within 5 calendar days from sending a request for explanations by PayU.

11. PayU shall be entitled to request the following documents in particular:
  - a. information on details on how the transaction was made (finalised) and/or buyer's data;
  - b. a scan of confirmation of receipt of an item/provision of a service, with legible Customer's signature (confirmation of shipping the parcel or receipt of an item from a parcel machine are not sufficient grounds for rejecting a complaint);
  - c. for intangible services – any evidence that a phone was topped up, a coupon was sent – system logs, screenshots;
  - d. any additional information (e.g. correspondence between the Merchant and the Customer if the Customer earlier filed a complaint to a transaction directly to the Merchant);
  - e. confirmation of making the refund or cancelling the payment;
  - f. any other documents specified in the request.
12. The Merchant shall keep these documents for at least 24 months from the transaction completion date.
13. The Merchant shall send the required documents by email to [help@payu.pl](mailto:help@payu.pl).
14. If the complaint is considered in such way that the Merchant is not entitled to a refund of the Payment being complained of and which was paid earlier (in particular, due to the fact that the Merchant failed to meet the deadline for submitting the relevant documents referred to in point 11), the Merchant shall refund the payment in the manner referred to in § 9 (8) of the Terms and Conditions of the System.