

Set of requirements and recommendations relating to Recurring Payments

Definitions:

- i. **Service** - Recurring Payments service,
- ii. **Requirements** - a set of Partner's duties resulting from the use of the Service, described under I and II hereof,
- iii. **Recommendations** - a set of good practice principles and guidelines addressed to the Partner and the Customer, affecting the security of the Partner and the Customer in relation to the provision of the Service (described under III hereof),
- iv. **Subscription** - an Agreement concluded by the Customer with the Partner with the use of the Service.

**The capitalised terms not defined herein shall have the meaning defined in the Terms and Conditions of the System, Terms and Conditions of Pay by Payment Card Service and the Agreement for Service Offering.*

I. Requirements:

1. Upon the Customer's registration with the Tokenization Service, i.e. upon the first Payment enabling the Customer to generate a Token for Recurring Payments, the Partner shall provide the following on the transaction processing screen on the Site: Customer's consent for Recurring Payments relating to services provided by the Partner. The Customer's consent for Recurring Payments shall meet the following conditions:
 - a) it cannot be alleged or implied,
 - b) it has to concern a specific service offered by the Partner,
 - c) it can be revoked at any time, i.e. the Customer may choose to resign from Recurring Payments at any time, upon each Customer's request.
2. The Partner shall provide to the Customer the following information:
 - a) brief Subscription overview or unique identifier enabling identification of the Subscription on the payment page,
 - b) Subscription expiry date and date of automatic debiting of the payment instrument,
 - c) total price or fee covering all the payments in a settlement period, and - if
 - (i) the Subscription provides for a fixed rate - also total monthly payments,
 - (ii) after objective assessment of the nature of money consideration, it is impossible to calculate the price or fee - provide information on the method of calculating charges,
- 3.
4. If the authorisation is rejected and the payment is cancelled, it shall be possible to attempt to debit the card again, but - in accordance with the agreement - no more than once a day for a maximum of 31 days (it is recommended to contact the payer to explain the problems).
5. The Partner shall accept Customer complaints for Recurring Payments and provide PayU with information on:
 - a) refusal to accept a Customer complaint with a justification - within 3 Business Days from the day when it was rejected,

- b) each Customer complaint requiring PayU cooperation – within 3 Business Days from the day of its receipt.
6. The Partner shall be held liable for Recurring Payments for which the amount is higher than the amount which the Customer could expect, taking into account the type and value of earlier Payments made by the Customer, the provisions of the payment services agreement and circumstances relevant to the case.

II. Recommendations:

It is recommended that:

1. the Partner's website be secured with a relevant protocol, e.g. TLS, SSL,
2. each Partner's Customer have an account in the Partner's system (activated through the link verifying an email address or by filling in the email address twice so as to exclude the possibility to enter an incorrect one); no password should be sent by mail as plain text,
3. customer's account was secured with a strong password,
4. customer's account was blocked after 5 unsuccessful attempts to log in,
5. customer was informed by email at least 14 days before each recurring payment about:
 - a) impending debit time, or
 - b) changes to the terms and conditions of the agreement (amount or frequency of debiting),
6. request to revoke the consent for recurring payment be accepted without delay and confirmed to the customer by email with information on the last payment date,
7. the Partner informed the payer about each delay in provision of the service or shipping of the product,
8. the Partner collected such customer information as phone number, email address so that it was possible to contact the customer about Subscription,
9. the Partner provided PayU with the following information in the authorisation inquiry about a recurring payment:
 - a) brief subscription overview or unique identifier enabling identification of the subscription,
 - b) subscription expiry date,
 - c) total price or fee covering all the payments in a settlement period, and - if an agreement provides for a fixed rate - also total monthly payments, e.g. *Newspaper subscription by 2019-12-31, fixed charge PLN 9, issued in May 2016*