

## TERMS AND CONDITIONS OF THE SYSTEM

### Definitions

Any references herein to the following terms shall have the meaning as defined below:

<b>Payment Acceptance</b>	A statement made by the Merchant ("collect" or "automatic collection" options) confirming performance of the obligation (subject to § 4 (8) hereof) resulting from the agreement concluded between the Merchant and the Customer, on the basis of which the Payment was made.
<b>Documentation</b>	Any actions in law forming a legal relationship between PayU and the Merchant, in particular the Agreement, Product Agreements, the Terms and Conditions of the System as well as terms and conditions relating to Product Agreements, including Annexes constituting an integral part hereof and thereof together with Messages, information published on the Merchant's Account, regulations and messages of Intermediate Bodies relating to payment instruments accepted by the Merchant and supported by them.
<b>Business Day</b>	A day when PayU carries out its activities, i.e. any day other than Saturday and statutory holidays.
<b>Identifier</b>	A unique string of characters granted by PayU allowing to log into the Merchant's Account together with a password assigned to it.
<b>Intermediate Body</b>	means in particular Visa and/or Mastercard (including any local schemes thereof) and banks, and also such other schemes governing the issue and use of credit, and debit cards or other payment methods, including bank transfers
<b>Customer</b>	An entity which has paid for goods or services offered by the Merchant on the Site.
<b>Message</b>	Information sent by PayU to the Merchant using communication tools of the System or made available to the Merchant on the Merchant's Account or sent by PayU to the Merchant to an email address indicated to PayU by the Merchant.
<b>Merchant's Account</b>	<b>Account,</b> A System's subsite made available to the Merchant containing information on Payments and other data published by PayU as well as tools allowing to

use the System.

**Partner/Merchant**

An entrepreneur that concluded an Agreement with PayU (a merchant as defined in the Act on Payment Services of 19 August 2011).

**PayU**

PayU Spółka Akcyjna with the registered office in Poznań, ul. Grunwaldzka 186, entered into the Register of Entrepreneurs kept by the District Court for Poznań - Nowe Miasto and Wilda in Poznań, 8<sup>th</sup> Commercial Department of the National Court Register under inscription no. KRS - 0000274399, tax identification number NIP 7792308495, statistical number REGON 300523444, share capital of 4,944,000 PLN, paid-in capital of 4,944,000 PLN, being a provider of payment services as defined in the Act on Payment Services of 19 August 2011.

**Payment**

A payment made by the Customer to the Merchant with the use of the System.

**Merchant's Bank Account**

A Merchant's Bank Account indicated to PayU by the Merchant, where amounts due to the Merchant are transferred due to Payments processed.

**Settlement Account**

An accounting tool operated by PayU for the Merchant, which can be accessed through the Account.

**Terms and Conditions**

This Terms and Conditions.

**Site**

A website administered by the Merchant through which the Merchant offers goods or services to Customers and for which the Merchant has concluded a Product Agreement with PayU.

**System**

The PayU.pl System for which PayU obtained consent from the President of the National Bank of Poland, covering a set of procedures, infrastructure, relations with Intermediate Bodies, organised by PayU, allowing Customers to make payments for Merchants with the use of services provided to the Customer by Intermediate Bodies, and allowing for exchange of information and statements between PayU and the Merchant as well as certain information between the Customer and the Merchant.

**Agreement**

The System Use Agreement concluded between PayU and the Merchant pursuant to the provisions hereof of the framework character.

## **Product Agreement**

An agreement on using a particular service provided by PayU in the System, allowing for making a Payment, concluded between PayU and the Merchant.

### **§1 SUBJECT MATTER**

1. The subject matter hereof is to define rules of cooperation between the Merchant and PayU when using the System, rules of administering Merchant's Account by PayU, manner of concluding Product Agreements as well as general terms and conditions of providing a Payment processing service by PayU (allowing the Merchant to accept payments made to the Merchant by Customers with the use of tools provided to the Customer by PayU and supported by Intermediate bodies) as well as a service which consists in providing the Merchant with a payment instrument of a limited functionality, making it possible to transfer funds recorded on the Settlement Account directly to the Merchant's Account.
2. Services provided by PayU in the System shall be payment services as defined in the Act on Payment Services of 19 August 2011, within the scope of accepting funds by PayU for the Merchant, transferred by the Customer to the Merchant to pay for goods or services offered by the Merchant, while these funds are recorded on the Merchant's Settlement Account, and within the scope of Merchant's request being processed by PayU, relating to refund of the Payment amount to the Customer.
3. The System, in particular, the Merchant's Account, may be used for provision of services other than those set out in points 1 and (2) of this paragraph. The terms and conditions of parties' cooperation in this regard shall be governed by separate agreements as well as terms and conditions drafted by PayU. These agreements shall be concluded in the manner prescribed for conclusion of a Product Agreement unless these agreements or terms and conditions provide otherwise.

### **§2 PAYU REPRESENTATIONS**

1. During the performance of the Agreement, PayU shall use channels for transmitting information, which ensure protection of personal data and security of Payments.
2. PayU represents that pursuant to a decision of the Polish Financial Supervision Authority of 27 November 2012, the company was granted consent to provide services as a domestic payment institution and is an entity supervised by the Polish Financial Supervision Authority entered into the Register of Payment Services (under no.: IP1/2012 ), and that this decision is in full force and effect.
3. Any operations carried out in the System shall not be considered banking activities. Conclusion of the Agreement shall not involve opening a bank account as defined in the Polish Civil Code.
4. During provision of payment services as defined in the Act on Payment Services of 19 August 2011 PayU shall be supervised by the Polish Financial Supervision Authority.

### **§3 CONCLUSION OF AGREEMENT**

1. The Agreement shall be concluded:
  - a. in the electronic form by submitting an offer for conclusion of the System Use Agreement (Application form) to PayU by an entity intending to be granted a Merchant's status in the System, by filling out a form by a person (persons) authorised to represent the Merchant, available on the System's website and its acceptance by PayU (should PayU make such functionality available) or
  - b. in writing by submitting an offer for conclusion of the System Use Agreement (Application form) to PayU by an entity intending to be granted a Merchant's status in the System, signed by a person (persons) authorised to represent the Merchant, and its acceptance by PayU.
2. The Agreement shall be concluded on the basis hereof in the manner specified in point 1 (a) of this paragraph with the use of System's communication tools, which shall not require signature of the Agreement by PayU.
3. As a result of concluding an Agreement, PayU shall be authorised to charge the Merchant with a one-off activation fee defined in the Agreement. The activation fee shall be non-refundable, subject to the occurrence of the circumstances referred to in § 3 (6).
4. Upon the change of the Merchant's Bank Account referred to in §10 (5), the Merchant shall be charged with a verification fee of 2 PLN for verification of the Merchant's Bank Account to be changed. The verification fee shall be non-refundable.
5. PayU may withdraw from charging the fee if the activity referred to in point 3 is performed in the presence of an authorised PayU employee or an identity of the person performing this activity is verified by the entity with which PayU concluded a relevant agreement.
6. The Agreement shall be concluded once PayU sends the Message (in the electronic form) or a notification in writing to the Merchant, containing information that the Merchant's application form was approved; however, this Message or notification shall be sent within 14 days from receipt of the Merchant's Application by PayU.
7. PayU may refuse to conclude the Agreement for any reason and with no obligation to specify it, which shall be notified to the Merchant in the manner provided for in point 5 of this paragraph.

#### **§4 GENERAL RIGHTS AND OBLIGATIONS OF THE PARTIES**

1. The Merchant is obliged not to use the System and prevent it from being used to infringe or circumvent the law and rules of fair trading as well as provisions of the Documentation. If it is found out that the System was used in such way or there were such attempts to use it, the Merchant shall immediately notify PayU about it and provide details of responsible persons, if applicable.
2. PayU is entitled at any time, i.e. before and after concluding the Agreement to undertake any activities to identify the Merchant as defined in the provisions on the anti-money laundering and counter-terrorism financing laws.
3. The Merchant shall provide PayU with all the information, up-to-date copies of documents requested by PayU for the purposes of performance of the activities referred to in point 2 of this paragraph.

4. To exercise the rights referred to in point 2 hereof, PayU may demand in particular the following from the Merchant:
  - a. an excerpt from the National Court Register (KRS) if the Merchant is a legal entity or an organisational unit not having a legal personality,
  - b. a certificate of entry into the Central Business Activity Register and Information Office, or an equivalent one,
  - c. making an identity card or any other identity document available for inspection and allowing for its copy to be made in the case of the Merchant being a natural person or natural persons acting on behalf of the Merchant,
  - d. making a decision on granting a tax identification number (NIP) available for inspection and allowing for its copy to be made,
  - e. any additional documents or statements certifying identity of the Merchant or natural persons acting on behalf of the Merchant,
  - f. annual financial statements,
  - g. information on business activity and a business plan for the next 2 years, drafted in the manner and scope indicated by PayU,
  - h. statements from company and/or personal bank accounts, including credit information,
  - i. making it possible for PayU or persons indicated by PayU, including Intermediate Bodies (in particular representatives of Visa / MasterCard) to visit the Merchant's registered office or place of business as well as inspect equipment and infrastructure relating to this activity,
  - j. copies of permits, licences, insurance policies, registration and any other documents if required by provisions of law,
  - k. copies of documents certified to be true copies of the originals by the notary public, in particular the documents referred to in points a – f of this paragraph.
5. PayU reserves the right to reject to process a certain Payment before it is started or completed if it suspects that it may not comply with provisions of law and rules of fair trading.
6. PayU shall inform the Merchant about a rejection to process the Payment and, if possible, about the reasons for it with the Message.
7. The Merchant shall provide the Customers with the following information on the Site:
  - a. a complete descriptions of goods, services and contents on offer, including their prices pursuant to the applicable provisions of law,
  - b. a procedure for filing and considering complaints and a policy on returning goods (including a period within which a product may be returned) and receiving a Payment refund by the Customer as applied by the Merchant,
  - c. contact details for providing Customer services, including an email or a phone number,
  - d. complete address of Merchant's registered office,
  - e. Payment currency,
  - f. export or legal restrictions, if applicable,
  - g. policy on sales and deliveries,
  - h. information about rules on how to activate services,

- i. personal data protection and privacy policy,
  - j. method used by the Merchant to ensure security of transactions concluded on the Site and data transmission, in particular the policy on card data transmission (if it is acceptable to make payments by cards),
  - k. date when funds will be debited,
  - l. any information which shall be provided by the Merchant in accordance with provisions of law, in particular consumer law.
8. The Merchant may accept the Payment only on the date of providing services to the Customer; therefore, Payment Acceptance means confirmation of service provision to the Customer unless the Customer agreed to postpone the date of service provision and the Merchant included information on this date in the confirmation sent to the Customer.
  9. The Merchant shall keep documents confirming provision of the service for which the Payment was made for at least 24 months from the date of performance of the agreement concluded between the Merchant and the Customer. The obligation referred to in the previous sentence shall also be binding for the Merchant after the termination of the Agreement.
  10. Throughout the term of the Agreement and 3 years after the termination thereof, PayU may at any time and notwithstanding the fact that the Merchant's obligations set out in point 8 hereof was performed request with the use of the Message that the Merchant confirmed that the service for which the Payment was made was provided to the Customer.
  11. The Merchant shall inform on its Site about the fact of transmitting personal data of Customers to PayU and about the scope of this personal data, indicating PayU as a data administrator, as well as shall use any mechanisms for protection of personal data, in particular those resulting from applicable provisions of law.

## **§5 SYSTEM**

1. The System shall make it possible for the Merchant to obtain, aggregate and manage information on the history of Payments and their status as well as shall make it possible for the Merchant to use the payment instrument referred to in § 10 hereof, including access to information on the status of payouts made with the use of this instrument.
2. The Merchant shall be entitled to use the System in the manner and within the scope specified in the Documentation as well as aims and functionalities of the System.
3. PayU shall provide the Merchant with interface in the System, allowing for communication between the System and the Site, within the scope specified in the Documentation.
- 3<sup>1</sup> The available integration methods of the interface referred to in point 3 can be accessed at <http://developers.payu.com>.
4. PayU shall not be obliged under the Agreement to implement or integrate the System with the Merchant's software and ICT system.
5. PayU shall provide the Merchant with technical support in operating the System, excluding the activities defined in point 4 hereof.

6. PayU shall be entitled to make any changes in the System without notice to the Merchant, which do not affect the rights and obligations of the parties resulting from the Agreement and aimed at improvement of security, functionalities, protection of personal data, and those required due to change of the market situation, amendment of the provisions of law or IT changes. PayU shall inform the Merchant about the changes by the Message.
- 6<sup>1</sup> For the reasons referred to in point 6 above, PayU shall also be entitled to make changes to the available interface integration methods, whereas if a certain integration method is deactivated, PayU shall inform the Merchant about it with at least 9 months' notice.
7. PayU shall be entitled to limit or block the Merchant's access to the System immediately, without earlier notice, if PayU reasonably suspects that there was an incident being a threat to security of System operations on the Site or that Merchant's acts or omissions pose a threat to security or integrity of the System, while PayU shall not be held liable for consequences of security measures that are taken in this regards. If services cease to be provided on this basis, this shall not make the Merchant entitled to request PayU remuneration to be reduced.
8. Payments which cannot be identified due to the lack of required information shall be returned to the sender and shall not be transferred to the Merchant. PayU shall not be held liable towards the Merchant for any consequences of performing the provisions specified in this paragraph.
9. The Payment can be made by the Customer only in the currency specified on the Merchant's Account.

## **§6 MERCHANT'S ACCOUNT**

1. The Account shall be activated after conclusion of the Agreement once PayU sends a Message confirming the Account activation.
2. Use of the Merchant's Account requires logging in with a correct Identifier. The Merchant shall take all the required measures aimed at preventing the Identifier from being disclosed to unauthorised persons.
3. The Merchant shall not use Accounts of other Merchants as well as make its Account available to other persons, except for cases of making the Account available to persons duly authorised by the Merchant to act on its behalf or statutory representatives of the Merchant. The Merchant shall take all the required measures aimed at preventing the Account from being made available to unauthorised persons.
4. The Merchant shall be entitled to change its data on the Merchant's Account made available to PayU during conclusion of the Agreement or the term thereof, except for:
  - a. Identifier,
  - b. tax identification number (NIP),
  - c. statistical number (REGON),
  - d. legal form of the activity,
5. The Merchant shall inform PayU about the change of data referred to in point 4 (b) – (d) of this paragraph in writing, otherwise being null and void, by filing an application form for changing data. The changes shall become effective for PayU after the application form for changing data is approved

by PayU unless the rights and obligations resulting from the Agreement are assigned due to change of the Merchant's legal form by virtue of law.

## **§7 BLOCKED ACCESS TO SYSTEM**

1. PayU shall be authorised to define parameters related to the Payments accepted by PayU for each Merchant before or after conclusion of the Agreement, which is communicated on the Merchant's Account.
2. If:
  - a. PayU reasonably suspects that:
    - i. the Merchant has infringed or could infringe the provisions of the Documentation, provisions of law, good customs, principles of social life or made false statements,
    - ii. the Merchant offers goods, services, including multimedia services, or contents infringing the provisions of Annex no. 1 hereto, any other provisions of the Documentation, provisions of law, good customs, principles of social life or rights of third parties,
    - iii. the Merchant infringes the obligation specified in § 4 point 1 hereof,
    - iv. the Merchant or any third party acting in cooperation or with express or implied consent of the Merchant uses the System in an unauthorised way,
  - b. Payments accepted by PayU for the Merchant exceed the values defined in the parameters referred to in point 1 of this paragraph.
  - c. PayU takes the activities referred to in § 4 (2) – (4) hereof,
  - d. the Merchant fails to meet the obligations referred to in §4 (3) and (4) or infringes the provisions of § 12 (4) hereof,
  - e. the Payment receives a negative scoring as a result of risk assessment connected with its processing,

PayU shall be authorised to do the following until it is found that the reasons for the above-mentioned events no longer apply:

- aa. immediately suspend the process of accepting or processing the Payments or making a certain instrument or payment instruments supported in the System available to the Merchant,  
or
  - ab. suspend making payouts referred to in § 10 hereof and the possibility to request making them, which shall be communicated to the Merchant with the message unless a provision of law or a decision of a competent authority forbids such notification to be made.
3. The Merchant shall report any loss, theft, receipt of an Identifier or a password by unauthorised persons or unauthorised access to the Merchant's Account by phone at 61 630 60 05 or fax at 61 630 61 05, including statements made with the use of the communication tools of the System by any other persons than the Merchant.
  4. In the case of receipt of the report referred to in point 3 of this paragraph, PayU shall block the Merchant's Account in whole or in part.
  5. If:



- a. it is suspected that an Identifier and a password are used by an unauthorised person, in particular if an incorrect password is entered six times during an attempt to log in with the use of the Identifier,
- b. the Account is not logged into with the use of the Identifier for 6 months,

PayU may:

- aa. block Merchant's access to the Account in whole or in part, which is communicated to the Merchant with a Message, or
  - ab. suspend making payouts referred to in § 10 hereof to the Merchant.
6. PayU shall unblock the Merchant's Account after performing the activities confirming that the reasons for which it was blocked no longer apply.

## **§8 MAKING STATEMENTS**

1. Statements made by the Merchant on the Account shall be effective for the Merchant if identification data was used when making them (an Identifier and a password assigned to it) as agreed between the parties to the Agreement.
2. The statements which need to be made under provisions of the Documentation in the form with the use of communication tools of the System, including on the Merchant's Account, shall be effective only if they were made with the use of these tools
3. The Merchant's application form for conclusion of the Product Agreement shall be binding on the Merchant for 14 days from the date when PayU was served with the application. If there is no response from PayU to the Merchant's application form within the deadline referred to in the previous sentence, this shall mean that PayU refuses to conclude the Product Agreement. PayU may refuse to approve the Merchant's application before the expiry of the term referred to in the first sentence of this point.
4. The Product Agreement shall be deemed concluded upon receipt by the Merchant of the Message on approval of the application form for conclusion of the Product Agreement. The Product Agreement shall be concluded for an indefinite period of time unless the Documentation provides otherwise.
5. PayU may refuse to conclude the Product Agreement, which shall be communicated to the Merchant with a Message. PayU shall not be obliged to provide the reason for refusal.

## **§ 9 COMPLAINTS**

1. PayU shall consider complaints on System's operations.
2. PayU may question the Payment itself if it finds reasons that a complaint on the Payment may be filed by the Customer. This right shall expire within 13 months from the date the Customer made the Payment.
3. If the Merchant notices any irregularities in System operations, it is obliged to report them to PayU:
  - a. if there are irregularities relating to unauthorised, not performed or improperly performed Payment immediately, but not later than within 5 calendar days from making information on the Payment available on the Merchant's Account,

- b. if there are any irregularities in System's operations, other than those described in point a, immediately, however, not later than within 7 calendar days from the moment when the Merchant noticed or could easily notice them.

After the expiry of the terms specified in points a and b of this point, the Merchant's claims towards PayU for processing Payments complained of shall expire, while parties to the Agreement jointly agree that upon the expiry of these terms PayU shall be released from the obligation to provide compensation corresponding to Merchant's claims which are due to inconsistencies relating to unauthorised payment or the one which was not made or was made improperly or any other inconsistencies in System operations.

4. PayU shall verify if the Merchant's complaint meets the requirements specified in Annex no. 2 hereto and in the Documentation. When verifying a complaint, PayU shall not be entitled to reject it due to failure to meet requirements specified in the Documentation with the effect of expiry of Merchant's claim towards PayU for damage caused by the Merchant due to incorrect System operations.
5. The Merchant shall provide PayU with explanations on complaints relating to processing of Payments, in particular if they are filed by the Customer. The Merchant shall provide explanations and submit relevant documents within 5 calendar days from sending a request for explanations by PayU. Failure to meet the deadline referred to in the previous sentence shall make it impossible for PayU to start the explanation proceedings and shall result in the Merchant being charged with the amount of the Payment complained of.
6. PayU shall consider the complaint immediately, however, not later than within 15 Business Days from its receipt by PayU or being informed about reasons for making the complaint relating to the Payment by the Customer. 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.
7. If the complaint is settled in such way that the Merchant is entitled to a refund of the Payment being complained of and which was not paid earlier to the Merchant, the Payment shall be made available on the Settlement Account immediately.
8. 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 to the Merchant, the Merchant shall, depending on the contents of the decision taken on the complaint:
- b. return the payment received to PayU in the manner specified in § 13 (2) – (3) hereof within 5 Business Days from being notified by PayU on the decision relating to the complaint,
- c. return the payment to another person indicated in the decision on the complaint and in the manner specified therein.

The payment returned by the Merchant shall be in the amount resulting from the decision on the complaint and notwithstanding the fact whether the complaint was settled by PayU or the Intermediate Body.

9. The obligation referred to in point 8 shall not expiry even in the case of the termination of the Agreement.

10. The completed complaints procedure may be resumed and the decision changed if new circumstances affecting the decision are revealed.
11. PayU shall not consider any complaints relating to incorrect performance by the Merchant of the Payment-related obligation towards the Customer.

## § 10 PAYOUTS

1. The rules and the manner of making the Payment available on the Settlement Account are defined in Product Agreements.
2. The Merchant shall be obliged not to make any claims towards the Customer if the Payment was made available by PayU on the Settlement Account or transferred to the Merchant's Account with delay. In particular, after receipt of the Payment made with the use of one of the payment instruments supported under Product Agreements, the Merchant shall not demand to be paid in any other form.
3. PayU shall make a payment instrument of a limited functionality available to the Merchant on the Settlement Account, which allows for transfer of funds recorded on the Settlement Account directly to the Merchant's Bank Account:
  - a. either automatically for the whole settlement period indicated by the Merchant in accordance with the System functionalities for each completed settlement period,
  - b. or in accordance with Merchant's request made on the Merchant's Account,
  - c. automatically on the next Business Day immediately after the date of execution of the Payment made at the Customer's request using the split payment mechanism.
4. In justified cases relating to System security PayU may suspend making payments of some funds from the Merchant's Settlement Account, in particular if significant complaints are considered, if there is a suspicion of money laundering or terrorism financing or it is required under the provisions of law.
5. PayU shall make a payment of funds recorded on the Settlement Account by bank transfer to the Merchant's Account not later than until the end of the Business Day following the receipt of payment request from the Merchant.
6. PayU shall not be held liable for any delays in transferring amounts due to the Merchant's Bank Account for reasons occurring after the payment order was made by PayU as well as for uncompleted and delayed transfers of amounts due caused by entering incorrect or incomplete data by the Merchant, as well as for delays caused by any other reasons beyond the PayU control.
7. If the Payments are made available on the Settlement Account contrary to the Documentation or due to an error of the System, PayU shall be entitled to withdraw the Payments notwithstanding the time when reasons for such withdrawal occurred. If the amount of the Payment referred to in the previous sentence is withdrawn, the Merchant shall return the Payment to satisfy cash liabilities due to PayU from the Merchant in the manner specified herein.
8. Within services, PayU also enables the transfer of funds recorded on the Settlement Account directly to the Merchant's Bank Account in a currency other than the currency of Payment ("ICP"). The Merchant

acknowledges that the ICP service may involve the risk of exchange rate fluctuations and will not make any claims against PayU on this account.

9. The funds recorded on the Settlement Account are converted at the exchange rate applied by the Intermediate Body on the day when the Payment has been made available on the Settlement Account. Payout dates, currency of payout and PayU's remuneration for the provision of the ICP service will be specified in the Agreement or Product Agreements.

## **§11 LIABILITY**

1. PayU shall be held liable for consequences of incorrect System operations to the extent specified in the applicable provisions of law.
2. PayU shall not be held liable for goods, services and contents placed on the Site, as well as their types, kinds and quality.
3. The Merchant shall release PayU from the liability for:
  - a. any damages,
  - b. any services which shall be provided by PayU, including any liquidated damages and sanction fees,

sought from PayU or imposed on PayU by third parties due to Merchant's acts or omissions.

4. Within the scope it is not possible to release PayU from the obligation referred to in the previous point or as a result of offering goods, services or contents by the Merchant to the Customers, which are contrary to the provisions of Annex no. 1 hereto, PayU shall be liable for any other damage than the liability for damages towards third parties and the Merchant shall remedy the damage incurred by PayU to its full amount.
5. PayU shall not be held liable for any consequences, including damage incurred by the Merchant or Customers as a result of:
  - a. acts or omissions of the entities for which PayU is not liable,
  - b. force majeure circumstances,
  - c. failure to make the Payment by PayU due to performance of the obligations under the anti-money laundering and counter-terrorism financing laws.
6. Liability of the parties to the Agreement shall be limited to actual losses.

## **§12 TRADEMARKS AND PROMOTION OF THE SYSTEM**

1. PayU represents that it is authorised to use the PayU trademark specified in Annex no. 3 hereto and that it is entitled to authorise the Merchant to use the trademarks of these Intermediate Bodies under agreements concluded with Intermediate Bodies, as defined in Annex no. 3 hereto
2. PayU shall authorise the Merchant to use the trademarks referred to in point 1 of this paragraph and information materials on the System made available by PayU in the scope specified in points 4 and 5 of this paragraph only throughout the term of the Agreement.

3. The Merchant shall use the PayU trademark and the Intermediate Bodies' trademarks, in particular MasterCard and Visa trademarks, in accordance with the guidelines on how to use the trademarks, as specified in Annex no. 3.
4. The Merchant may use the trademarks referred to in point 1 of this paragraph and information materials referred to in point 2 of this paragraph only to perform the subject matter of the Agreement, i.e. to inform Customers about cooperation of the Merchant with PayU and the rules of Payment processing. The authorisation referred to in the previous sentence shall be non-exclusive and non-transferable.
5. The Merchant shall place the PayU trademark referred to in point 1 of this paragraph with a link to the main page of the System and information on the possibility to make the Payment with the use of the System on the main page of each Site where it is possible to use PayU services.
6. PayU shall be entitled to withdraw consent to use any or all logotypes referred to in point 1 at any time and without any reason.
7. Any forms of promotion or advertisement other than those specified in the Documentation and carried out by the Merchant with the use of trademarks or any other get-ups of PayU shall require PayU's consent in writing, otherwise being null and void.
8. PayU shall be entitled to refer to the cooperation with the Merchant for marketing, promotion and information purposes and confirming its competences. For this purpose, the Merchant shall authorise PayU to use a logotype, trademark or any other designation of the Merchant.

### **§13 REMUNERATION, REFUND OF COSTS AND ANY OTHER AMOUNTS DUE TO PAYU**

1. Services shall be provided within the scope of the System for the Merchant against remuneration, while the detailed rules are specified in Product Agreements.
2. The amounts due to PayU from the Merchant, resulting from Product Agreements, shall be paid by deducting PayU liabilities from the Merchant's liabilities to PayU for payment of funds recorded on the Settlement Account or any other liabilities of the Merchant towards PayU. Deduction by PayU of amounts due to the Merchant when making a payment shall mean the deduction referred to in the previous sentence unless PayU decided otherwise. In each case PayU shall provide the Merchant with access to information on the full amount of Payment and deducted receivables.
3. If PayU liabilities towards the Merchant are higher than the Merchant's liabilities, PayU may request the Merchant to pay these liabilities to PayU in the manner and within the time specified in the request, in particular to the PayU bank account.
4. Services shall be provided by PayU continuously, while the settlement period adopted by the Parties shall be a calendar month.
5. VAT invoices shall be issued for the amount of commission fees charged by PayU pursuant to applicable provisions of law and in accordance with data provided by the Merchant.
6. The Merchant hereby consents to the issuing and sending of electronic invoices as defined in the provisions on goods and services tax. Electronic invoices shall be accessible from the Merchant's Account.

7. Under Polish law Customers may at their own discretion order Payments in the Polish currency (PLN) using the split payment mechanism.
8. In the event that the Customer pays the amount of the Payment using the split payment mechanism referred to in paragraph 8, then:
  - a) the remuneration due to PayU for the settlement of the abovementioned Payments shall not be automatically deducted by the PayU in accordance with the rules set forth in point 2 of this paragraphs,
  - b) the remuneration due to the PayU for the settlement of the above Payments shall be paid by the Merchant based on an invoice issued by PayU in accordance with the provisions of this paragraph. The date of payment of the invoice by the Merchant shall be 21 days from the date of its issuance, unless the provisions of the Agreement or Product Agreement stipulate otherwise.

#### **§14 TECHNICAL REQUIREMENTS**

1. For the purpose of launching and using the System, the Merchant shall have relevant IT infrastructure, in particular the one that meets the following minimum technical requirements:
  - a. Internet access,
  - b. possibility to use one of the Internet browsers specified in the Documentation, configured in the way allowing to use secure data transmission and meet the requirements set out in the technical documentation currently used by PayU.
2. Any costs relating to the possibility of continuous use of IT infrastructure of the parameters not lower than those specified in point 1 of this paragraph shall be incurred by the Merchant independently.
3. The Merchant shall provide the highest security standards of data processed on the Site, related to transactions for which Customers make payments with the use of the System.

#### **§15 TERM OF AGREEMENT**

1. The Agreement was concluded for an indefinite period of time.
2. Each party to the Agreement shall have the right to terminate the Agreement or any Product Agreement in whole and PayU – also in part if this is possible under Product Agreements. The termination shall become effective as at the end of the calendar month following the month when it was delivered.
3. The termination of the Agreement shall be made in writing or on the Merchant's Account, otherwise being null and void.
4. PayU may suspend or terminate the Agreement or each Product Agreement in whole or in part if this is possible under Product Agreements with immediate effect if any of the following occurs:
  - a. there is reasonable suspicion that the Merchant undertakes activities infringing the applicable provisions of law or statements made by the Merchant or provisions specified in Annex no. 1 hereto,
  - b. there are circumstances indicated in § 7 (2) hereof,
  - c. the Merchant has ceased to perform its financial obligations,

- d. the conditions for registration of transaction are met for any Payment as defined in anti-money laundering and counter-terrorism financing laws,
  - e. on the basis of PayU assessment there is high risk connected with processing of Payments or a particular Payment,
  - f. the Merchant is in delay with payment of liabilities under any two VAT invoices issued by PayU, notwithstanding their amount and the time of delay,
  - g. the Merchant fails to provide the information it is required to provide under the Documentation, in particular the information referred to in § 4 hereof,
  - h. the number of complaints relating to Payments has exceeded the level defined for the Merchant pursuant to the provisions of § 7 (1) hereof,
  - i. the Merchant infringes the rules of using the trademarks of PayU or Intermediate Bodies or any other entities cooperating with PayU,
  - j. the Merchant infringes the security rules specified in the Documentation,
  - k. the Intermediate Body requests termination of the agreement with the Merchant
  - l. as a result of the verification procedure described in §4 hereof and based on the analysis made during performance of the Agreement in accordance with the provisions on anti-money laundering and counter-terrorism financing laws, PayU senior management will not approve the continuation of cooperation with the Merchant.
5. PayU and the Merchant shall have the right to terminate the Agreement or any Product Agreement in whole and PayU – also in part with immediate effect if:
- a. enforcement or security proceedings were initiated towards the other party to the Agreement if the subject matter thereof exceeds PLN 250,000 (two hundred fifty thousand zloty) and the proceedings were not discontinued within 14 calendar days from their initiation,
  - b. the rights available to the other party under the Agreement or Product Agreements were secured or seized in court proceedings for a third party,
  - c. a competent body of the other party to the Agreement or an administration body or a court issued a decision resulting in direct dissolution or liquidation of the other party to the Agreement or putting it into administration,
  - d. there are reasons for the other party to become insolvent,
  - e. the other party has infringed an important obligation resulting from the Documentation,
  - f. the other party repeatedly infringes any provisions of the Documentation,
  - g. the control over the other party to the Agreement was taken over or is to be taken over by its competitor as defined in the provisions on protection of competition and consumers,
  - h. statements and representations made by the other party to the Agreement are incorrect to a high extent the moment the Agreement or Product Agreements are concluded or during the term thereof.
6. Termination of the Agreement or Product Agreements with immediate effect by the Merchant shall be effective only if before the termination the Merchant requested PayU to remove reasons for the termination in writing or else being null and void and specified a deadline for this purpose being not shorter than 14 calendar days and this deadline has expired ineffectively. If the reason for the termination is such that it is not possible to remove circumstances being a basis for it at the moment

of making the demand, the Merchant shall define an alternative way to avoid the termination of the Agreement or the Product Agreement in the request referred to in the previous sentence.

7. After the termination of the Agreement, PayU shall be entitled to remove the Merchant's Account or limit Merchant's access to the Account so that it was only possible to obtain information made available by PayU, in particular information on the Payments made before the termination of the Agreement.
8. Upon the termination of the Agreement, all Product Agreement shall be terminated as well. PayU shall transfer funds recorded on the Settlement Account to the Merchant's Bank Account immediately after the termination of the Agreement subject to the terms and conditions hereof.
9. The Merchant shall not use any Payment if there is no Product Agreement applicable for a certain Site.

## **§16 PERSONAL DATA**

1. The provisions set out below shall supplement the provisions of the framework agreement for use of the System and shall relate to the manner in which the Agreement is performed, specified in all documents forming the Documentation, including all the services listed therein.
2. A personal data controller as defined in the 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) of the Act of 29 August 1997. on the protection of personal data (i.e. Journal of Laws of 2002, No. 101, item 926, as amended), with respect to the data of Merchants who are sole traders using the System and personal data of persons authorized to perform actions on behalf of the Merchants, is PayU..
3. In order to conclude and perform the Agreement, the Merchant provides PayU with the data specified in § 4 of Terms and Conditions.
4. PayU processes personal data of the Merchants being entrepreneurs being sole traders using the System and personal data of persons authorized to perform actions on behalf of the Merchants for the purpose of:
  - conclusion and performance of the Agreement,
  - carrying out the "know your customer" procedures,
  - carrying out Merchant's and Payment risk analysis procedures,
  - verifying the identity of the Merchant and the persons representing him,
  - informing on the status and history of Payments,
  - fulfilling legal obligations imposed on PayU,
  - processing of complaints,
  - supporting of the System's operation, including information on breakdowns, suspensions, updates,
  - issuing invoices and keeping accounting documents,
5. Providing personal data is voluntary but necessary to conclude and perform the Agreement and failure to provide such data may result in the inability to register and use services pursuant to Terms and Conditions.



6. In relation to the Agreement the Merchant shall also provide PayU with personal data of Customers and authorise it to be used by PayU for the purpose of performance of the Agreement, including processing Payments made by the Customers in the System due to their use of the Site as well as for the purpose of fulfilling obligations by PayU as defined in applicable provisions of law and relating to processing these Payments. The transfer of personal data of Customers to PayU shall concern data required to achieve the above-mentioned objectives and shall include without limitation: name and surname, Customer's place of residence, e-mail address. In relation to this data PayU shall become its administrator.
7. Moreover personal data which may be processed by PayU under the Agreement may be disclosed to entities authorised to obtain it pursuant to applicable provisions of law, including without limitation competent judicial authorities (in particular Polish Financial Supervision Authority, General Financial Information Inspector, National Bank of Poland and tax authorities) as well as to employees of PayU, Intermediate Bodies and entities administering MATCH (Mastercard) and VMSS (Visa) databases or to persons performing activities requested by PayU, Intermediate Bodies or entities administering MATCH (Mastercard) and VMSS (Visa) databases under relationships other than employment relationship.
8. The rules of processing personal data of the Clients by PayU are defined in the Privacy Policy, which current content is available [here](#), and the rules of particular PayU services are available on the website in the domain of payu.pl.

## §17 FINAL PROVISIONS

1. PayU shall be entitled to change the provisions hereof, of the Product Agreements, including any separate regulations being their integral part, unilaterally and at any time. PayU shall inform the Merchant with a Message about the amendment hereof or the terms and conditions relating to the Product Agreement. The amendment hereof or of the terms and conditions relating to the Product Agreement shall become effective on the date specified by PayU, not earlier than 14 days from sending the Message to the Merchant by PayU informing about the changes. If the Merchant fails to accept the changes hereto or to the terms and conditions of Product Agreements, the Merchant shall be entitled to terminate the Agreement or Product Agreement with 14-days' notice, while the termination notice relating to the Agreement or the Product Agreement shall be made before these changes become effective, while provisions of particular terms and conditions in the current wording shall apply to the Merchants who terminate the Agreement or the Product Agreement until the termination thereof.
2. If particular provisions of the Documentation are deemed invalid or ineffective in whole or in part for any reason, other provisions of the Documentation shall remain in force. In the above-mentioned case, the Parties shall replace this invalid or ineffective provision with others so as to fulfil the objective of the Agreement or the Product Agreement.
3. The Merchant must not without prior written consent of PayU assign any rights or obligations resulting from the Agreement or the Product Agreement to third parties, including the Merchant must not grant access to the services provided under the Agreement or the Product Agreement to third parties.

4. The Agreement and the Product Agreements together with obligations resulting from them shall be governed by the Polish law.
5. Any disputes shall be settled by PayU and the Merchant amicably, acting in good faith, and with respect to legitimate interest of the other party, and if it is impossible to settle the dispute amicably, the competent court shall be the court having jurisdiction over the registered office of PayU as at the time of bringing an action or filing an application to the court.
6. Any changes and addenda to the Agreement and the Product Agreements shall be made in writing, otherwise being null and void, unless the provisions of the Documentation stipulate otherwise.
7. Annexes shall constitute an integral part hereof.
8. The Merchant shall comply with Messages, information made available on the Merchant's Account, regulations and messages of the payment systems in which payment cards accepted by the Merchant were issued, within the scope provided to the Merchant by PayU.
9. PayU and the Merchant agree that the Documentation shall contain any provisions on the subject matter of the Agreement and replace any previous provisions, arrangements and agreements made by the parties, both orally and in writing.
10. PayU shall inform the Merchant about any change of data for correspondence provided to the Merchant with 7-days' notice. If this obligation is not fulfilled by PayU, any letters sent to the current address, an email address or a fax number of PayU shall be deemed delivered.
11. PayU and the Merchant shall make best endeavours to improve the effectiveness and efficiency of cooperation, in particular by open communication and cooperation.
12. The Agreement and the Product Agreements shall not be governed by provisions of art. 66 <sup>1</sup>§ 1 - 3 of the Civil Code.
13. The Agreement and the Product Agreements shall not be governed by provisions of Section II (with the exception of art. 32a) and art. 34, art. 35 – 37, 40 (3) and (4), art. 45, art. 46 (2) – (5), art. 47, art. 48, art. 51, art. 144 – 146 of the Act on Payment Services of 19 August 2011. The term defined in art. 44 (2) of the Act on Payment Services shall be replaced with the term defined in § 9 3 (a) hereof.
14. The provisions excluded from points 12 – 13 of this paragraph shall be replaced by the provisions of the Documentation followed by the other provisions of law, except for provisions excluded in points 12 – 13 of this paragraph.

#### **ANNEXES:**

1. List of types of goods and services forbidden to trade in
2. Complaints procedure
3. PayU trademark and trademarks of intermediate bodies – guidelines