

FURTHER GUIDANCE

1 INFORMATION ABOUT PAYU AND THE DESCRIPTION OF SERVICES



Summary

We describe the provisions of Applicable law based on which PayU renders Services.

1.1 PayU is a regulated entity and 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.

1.2 (excluded).

1.3 (excluded).

2 ANTI-MONEY LAUNDERING AND ANTI-TERRORIST FINANCING VERIFICATION PROCEDURE AND KYC



Summary

We present our right to verify our Clients pursuant to the provisions of anti-money laundering and anti-terrorist financing act. Below You can find the list of documents that we can require from You and information regarding one-off activation fee and verification fee.

2.1 PayU before and after concluding the Agreement is entitled to undertake any activities to identify the Merchant as defined in the provisions of the relevant anti-money laundering and anti-terrorism financing act.

2.2 The Merchant shall provide PayU with the information, including up-to-date copies of documents required by the above-mentioned regulations.

2.3 To exercise the rights referred to above, PayU may demand in particular the following from the Merchant:

- 2.3.1 an excerpt from the relevant trade register, if the Merchant is a legal entity or an organisational unit not having a legal personality,
- 2.3.2 a certificate of entry into register of business activity, or an equivalent one,
- 2.3.3 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,
- 2.3.4 making a decision on granting a tax identification number (NIP) available for inspection and allowing for its copy to be made,
- 2.3.5 any additional documents or statements certifying identity of the Merchant or natural persons acting on behalf of the Merchant,
- 2.3.6 annual financial statements,
- 2.3.7 copies of permits, licences, insurance policies, registration and any other documents if required by provisions of law,
- 2.3.8 copies of above-mentioned documents certified to be true copies of the originals by the notary public.

2.4 (excluded).

2.5 Upon setting up the Merchant Bank Account, to which Payuots shall be made and each change of the Merchant's Bank Account, the Merchant shall be charged with a verification fee for verification of the Merchant's Bank Account. The verification fee is refundable. PayU may withdraw from charging the fee if the activity 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.

2.6 The Agreement shall be terminated with immediate effect if, following the verification procedure set forth in point 2 and at a later stage of the Agreement, the Applicable law requires the approval of PayU's senior management for the provision of the Services and such approval is not given.

3 SYSTEM



Summary

We describe the scope of services of PayU system and how You will be granted the access to it. We also inform about activities to increase system's safety, functionality and adjusting to market needs or Applicable law.

- 3.1 The system shall make it possible for the Merchant to obtain, aggregate and manage information on the history of Transactions and their status as well as shall make it possible for the Merchant to use the payment instrument specified in Commercial Sheet, including access to information on the status of Payouts.
- 3.2 PayU shall grant the Merchant the access to Merchant panel.
- 3.3 The available integration methods can be accessed at <http://developers.payu.com>
- 3.4 (excluded).
- 3.5 (excluded).
- 3.6 PayU shall be entitled to immediately limit or block the Merchant's access to the system, if PayU reasonably suspects that there was an incident being a threat to security of system operations on the Merchant's site or that Merchant's acts or omissions pose a threat to security or integrity of the system.
- 3.7 Payments which cannot be identified due to the lack of required information (mispayments) shall be returned to the sender and shall not be transferred to the Merchant.
- 3.8 Transaction can be made by the Customer only in the currency agreed by the Parties and specified in the Commercial Sheet.

4 MERCHANT'S PANEL



Summary

We have described the rules for using the manager panel (Merchant's panel).

- 4.1 Use of the Merchant's panel requires logging in with a correct Identifier. The Merchant shall take necessary measures aimed at preventing the identifier from being disclosed to unauthorised persons.
- 4.2 The Merchant shall not use the Merchant panels of other merchants as well as make its Merchant's panel available to other persons, except for cases of making the Merchant's panel available to persons duly authorised by the Merchant to act on its behalf. The Merchant shall take necessary measures aimed at preventing the Merchant's panel from being made available to unauthorised persons.
- 4.3 The Merchant shall be entitled to change its data through the Merchant panel made available to PayU during conclusion of the Agreement or the term thereof, except for:
- 4.3.1 identifier,
 - 4.3.2 tax identification number (NIP),
 - 4.3.3 statistical number (REGON),
 - 4.3.4 legal form of the activity.

The Merchant shall inform PayU about the change of data referred to in point 4.3.2-4.3.4 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.

5 BLOCKED ACCESS TO THE SYSTEM



Summary

We describe situations when we can suspend processing of Transaction and block the access to the panel

- 5.1 (excluded).
- 5.2 If PayU reasonably suspects that:

- 5.2.1 the Merchant has infringed or could infringe the provisions of the Agreement, Applicable law or made false statements,
- 5.2.2 the Merchant offers goods, services, including multimedia services, or contents infringing the provisions clause 10 below, any other provisions of the Agreement, Applicable law or rights of third parties,
- 5.2.3 using the system or not preventing it from being used to infringe or circumvent the law as well as provisions of the Agreement,
- 5.2.4 the Merchant or any third party acting in cooperation or with express or implied consent of the Merchant uses the System in an unauthorized way,
- 5.2.5 (excluded),
- 5.2.6 PayU takes the activities related to suspected money laundering or terrorist financing,
- 5.2.7 the Merchant fails to meet the obligations referred to in clause 2.2-2.3 hereof,
- 5.2.8 the Transaction 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:

- (a) immediately suspend the process of accepting or processing the Transaction or making a certain instrument or payment instruments supported in the System available to the Merchant; or
- (b) if necessary, suspend making Payouts and the possibility to request making them,

which shall be communicated to the Merchant with the message unless Applicable law or a decision of a competent authority forbids such notification to be made.

- 5.3 The Merchant shall report any loss, theft, receipt of an identifier or a password by unauthorised persons or unauthorised access to the Merchant panel by phone at 61 628 45 05 including statements made with the use of the communication tools of the System by any other persons than the Merchant.
- 5.4 In the case of receipt of the report referred to in clause 5.3 of this paragraph, PayU shall block the Merchant's panel in whole or in part.
- 5.5 If:
 - 5.5.1 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,

5.5.2 the panel is not logged into or no activity of the Merchant with the use of the identifier for 6 months,

PayU may:

- (a) block Merchant's access to the Merchant's panel in whole or in part, which is communicated to the Merchant, or
- (b) if necessary, suspend making Payouts.

PayU shall unblock the Merchant's panel after performing the activities confirming that the reasons for which it was blocked no longer apply.

5.6 In situation described in clause 5.2.4, the Merchant shall immediately notify PayU about it and provide details of responsible persons, if applicable.

6 MAKING STATEMENTS



Summary

A part of statements under the Agreement can be made through the tools provided after logging in to the Merchant's panel.

6.1 Statements made by the Merchant on the Merchant panel 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 Merchant and PayU.

6.2 The statements which need to be made under provisions of the Agreement in the form with the use of communication tools of the system, including on the Merchant's panel, shall be effective only if they were made with the use of these tools.

7 COMPLAINTS



Summary

We describe in details the complaints procedure, required documents and terms.

7.1 (excluded).

7.2 The term for filing the complaint by the Merchant has been specified in clause 6.12 of the Agreement. PayU shall verify if the Merchant's complaint meets the requirements specified in the Agreement. When verifying a complaint, PayU shall be entitled to reject it due to failure to meet requirements with the effect of expiry of Merchant's claim towards PayU.

Notwithstanding the above, the Merchant shall provide PayU with explanations on complaints relating to processing of Transaction, 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 can make it impossible for PayU to start the explanation proceedings and can result in the Merchant being charged with the amount of the Transaction complained of.

7.3 PayU shall consider the complaint immediately, however, not later than within 15 Business days from its receipt by PayU. If the complaint consideration process requires cooperation between PayU and Payment Schemes, this deadline may be extended by the time necessary for obtaining relevant information from the Payment Scheme, however, it cannot exceed 35 Business days.

7.4 The Merchant shall cooperate with PayU to clarify matters connected with the complaint's procedure carried out by Payment Schemes, in particular to provide necessary information concerning the complained Transaction.

7.5 PayU shall be entitled to request from the Merchant the following documents in particular:

- 7.5.1 information on details on how the Transaction was made (finalised) and/or Client's data;
- 7.5.2 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);
- 7.5.3 for intangible services – any evidence that a phone was topped up, a coupon was sent – system logs, screenshots;

- 7.5.4 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)
 - 7.5.5 confirmation of making the Refund or cancelling the payment
 - 7.5.6 any other documents specified in PayU request.
- 7.6 The Merchant shall keep documents confirming provision of the service for which the Transaction 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.
- 7.7 If the complaint is settled in such way that the Merchant is entitled to a refund of the Transaction being complained of and which was not paid earlier to the Merchant, the Transaction amount shall be made available immediately.
- 7.8 If the complaint is considered in such way that the Merchant is not entitled to a refund of the Transaction 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:
- 7.8.1 return the Payout received to PayU within 5 Business Days from being notified by PayU on the decision relating to the complaint – the return will be made through deduction by PayU or other way as required by PayU,
 - 7.8.2 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.
- 7.9 The obligation referred to in point 7.8 shall not expiry even in the case of the termination of the Agreement.
- 7.10 The completed complaints procedure may be resumed and the decision changed if new circumstances affecting the decision are revealed.
- 7.11 PayU is not a party of the agreement between the Merchant and the Customer and shall not consider any complaints relating to incorrect performance by the Merchant of the Transaction-related obligation towards the Customer.

8 TECHNICAL REQUIREMENTS



Summary

We specify technical requirements necessary for the use of PayU system.

8.1 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:

8.1.1 Internet access,

8.1.2 possibility to use one of the Internet browsers specified in the technical 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.

8.2 Any costs relating to the possibility of continuous use of IT infrastructure shall be incurred by the Merchant independently.

8.3 The Merchant shall provide the adequate security standards of data processed on the site, related to transactions for which Customers make Transactions with the use of the system.

9 MERCHANT'S SITE



Summary

In particular circumstances we may require from You making changes at your site. You oblige yourself to implement them within 7 calendar days.

9.1 PayU shall be entitled to request the Merchant to make changes on the site if the site does not meet the requirements of the Payment Schemes. The Merchant shall make changes within 7 calendar days from sending a message containing a request by PayU. If the Merchant fails to make changes on the site within the time referred to in the previous sentence, PayU may transfer to the Merchant any consequences resulting from failure to make changes by the Merchant, in particular as regards Fines.

10 GOODS AND SERVICES FORBIDDEN TO TRADE



Summary

Below is a list of goods and services in which the processing of Transactions is disabled or in which the commencement of cooperation requires a separate consent of PayU.

10.1 List of types of goods and services forbidden to trade in:

- 10.1.1 Prescription medicines, pharmaceutical products and dietary supplements not permitted for sale,
- 10.1.2 Drugs, intoxicants, including designer drugs, as well as equipment and technology used for their farming, production, trade, etc.,
- 10.1.3 Gambling without legal authority,
- 10.1.4 Weapons and ammunition as defined in the Act on Weapon and Ammunition, and gas launchers,
- 10.1.5 Online services with pornographic content, e.g. chat rooms, video cameras, VOD movies,
- 10.1.6 Goods and services which cannot be sold pursuant to the Applicable law
- 10.1.7 Financial products and services if offered as part of an activity not supervised by competent financial supervision authorities unless in exceptional situations PayU decides otherwise,
- 10.1.8 Goods and services connected with shocking pornography, bestiality, with content appealing to disseminate hatred in connection with national, ethnic, racial, worldview diversities, content infringing personal rights,
- 10.1.9 Malware, e.g. rogueware, viruses, etc.,
- 10.1.10 Counterfeit goods infringing copyright and registered trademarks,
- 10.1.11 Crowdfunding unless in exceptional situations PayU decides otherwise,
- 10.1.12 Intermediaries accepting payments on behalf of many recipients without legal authority or not meeting the requirements of Payment Schemes.

11 LOAN OPTION (PAYU INSTALLMENTS) AND DELAYED PAYMENT (PAYU PAY LATER)



Summary

Below You will find the provision regarding electronic payments with the use of loan option (PayU installments) and delayed payments (PayU Pay Later).

- 11.1 Within electronic payments PayU allows making payments for the Transaction under a loan option or delayed payments, with the use of funds from a loan granted by the Payment Schemes. Loans under the loan option or delayed payment are given to Customers on the basis of a separate agreement concluded between the Customer and the Payment Schemes.
- 11.2 The loan option and delayed payment shall be made available by PayU in the Merchant store, if PayU has concluded a cooperation agreement with the Payment Scheme to offer the loan option or delayed payment. Offering the loan option or delayed payment shall be subject to the provisions of the agreements referred to in previous sentence throughout the term thereof. If this agreement is terminated:
 - 11.2.1 with notice, PayU shall inform the Merchant about it within 7 days from submitting or receiving a termination notice,
 - 11.2.2 with immediate effect, PayU shall inform the Merchant about submitting or receiving such termination notice on the same day.
- 11.3 PayU may refuse to provide, suspend or deactivate the loan option or delayed payment in the Merchant shop at any time, in particular upon request of the Payment Scheme.
- 11.4 The Merchant shall not be charged Fees for the provision of the electronic payments with the loan option. Remuneration due to PayU for the provision of the service mentioned in the previous sentence is settled upon a separate agreement concluded between PayU and the Payment Scheme. Unless PayU and the Merchant agree otherwise in the Commercial Sheet than the amount of Fees for automatic electronic payments (Pay-By-Link) shall also apply for the Transactions made with the use of delayed payments.
- 11.5 In case of delayed payments, the Merchant undertakes to comply with the Payment Scheme's guidelines allowing payment for transactions using delayed payment, in particular to:
 - 11.5.1 inform PayU on the receipt of an effective statement from the Customer about the withdrawal from the purchase of goods or services paid using a delayed payment. The Merchant informs PayU about this fact immediately, no later than 24 hours from the receipt of the above-mentioned Customer's statements, via the functionality provided as part of the

Services;

11.5.2 making a refund of the amount of the transaction relating to a good or service for which the Customer submitted an effective withdrawal from the agreement with the Merchant, only through the tools made available to the Merchant under the Services.

11.6 Considering that the delayed payment is provided in accordance with the Payment Scheme Rules, PayU informs and the Merchant acknowledges that for the purpose of making delayed payments available to the Merchant, the Merchant's data, i.e. name and REGON will be made available to Payment Scheme only for the purpose of Merchant's verification.

12 SPLIT PAYMENT



Summary

Below You will find provisions concerning processing of Transactions ordered by the Clients under the Split Payment mechanism.

12.1 Under the Applicable law, Customers may execute Transactions in the Polish currency (PLN) at their own discretion using the split payment mechanism.

12.2 If the Client pays the amount of the Transaction using the split payment mechanism, then:

12.2.1 PayU shall charge the Fees for the Transactions using the split payment mechanism, in the form specified in clause 5.2.2 of the Agreement (VAT invoice with a due date of 21 days from the date of issue, unless otherwise specified in the Commercial Sheet), even if the Fees are generally charged in the form specified in clause 5.2.1 (deduction) of the Agreement;

12.2.2 Payouts of Transactions executed with the use of the split payment mechanism shall be made automatically on the next Business Day, regardless of the frequency of Payouts set in the Merchant panel.

13 ADDITIONAL PRODUCTS



Summary

In this section you will find the rules for providing additional PayU Services, which will be provided at the request of the Merchant that will be accepted by PayU

The following provisions will apply if the Merchant uses the Services described below:

13.1 **One-click (payment cards and BLIK) and recurring payments (payment cards)**

- (a) As a part of Services, PayU will make available to the Merchant in selected sites tokenization service which consists of providing a tool ("**Token**") designed to assign a unique identifier to a Customer, which can be used by the Customer to make Transaction for the Merchant with electronic instruments in a simplified form, i.e. without each time having to enter all payment card details or providing additional credentials ("**One-Click**") or order Transactions to charge the Customer's payment card account on the date and for the amount agreed by the Customer and the Merchant ("**Recurring payments**"). The Token shall be generated based on payment card details provided by the Customer to PayU or the Customer's consent given in electronic banking or on a mobile device, as a result of which the Merchant shall comply with the security rules set out below. The Token sent correctly to PayU by the Merchant shall mean that PayU has accepted the payment card Transaction.
- (b) The Merchant represents that it has read and accepted the provisions of the following documents presented on the PayU website available at payu.pl domain:
 - a. Guidelines on security of payment data processing,
 - b. Requirements, recommendations and Merchant's responsibility for Recurring payments,
 - c. Requirements and recommendations relating to PayU Express service.
- (c) Due to Transaction made with the use of the Token, provision regarding confidential information specified in clause 14 of the Agreement shall be applied accordingly.
- (d) In case of infringement of the provisions hereof relating to confidentiality or rules for carrying out the activities within the framework of PayU tokenisation services, PayU shall be entitled to terminate this Agreement with immediate effect.

- (e) If the agreement is terminated, the Merchant shall immediately return PayU the Tokens obtained during the term hereof, and to destroy or remove Tokens permanently, in particular saved in IT systems. Upon request of PayU, the Merchant shall make a representation on performance of the obligations set out in this clause without delay.

13.2 Payment links

- (a) In case of the Merchant's use of the payment links Service, the Merchant represents that it has read and accepted the provisions of the Requirements and recommendations for the payment links Service posted on the PayU website available in the payu.pl domain.

13.3 Multi Currency Pricing

- (a) The Multi Currency Pricing Service allows to convert the price of goods and services into the currency of choice and accept Transactions in the currency of chosen by the Customer, without incurring any exchange rate risk for both the Merchant and the Customer. The list of currency pairs available within the Multi Currency Pricing Service is published in the technical documentation available in the payu.pl domain.
- (b) In connection with the provision of the Multi Currency Pricing Service in the Merchant's store, PayU agrees to:
 - a. enable the conversion of the price of goods and services offered in the store at fixed exchange rates in specific time windows valid from 20:20 GMT on a given Business Day to 20:20 GMT on the following Business Day ("**Timeframes**"). The above conversion of the price of goods and services takes place on the basis of exchange rate tables made available by PayU in electronic form in the PayU IT system and then downloaded and implemented by the Merchant in the shop ("**Exchange Rate Tables**"). A given Exchange Rate Table may be changed during a given Business Day, of which PayU will notify the Merchant, and the Merchant will implement the updated Exchange Rate Tables in the store;
 - b. execution of Payouts for the Merchant in accordance with the provisions of the Commercial Sheet, i.e. in the currency in which the Merchant determined the price of goods or services at the time of placing an offer in the shop;
 - c. making Refunds for Customers, based on orders placed by the Merchant, whereby:
 - i) the Refund will be made in the currency of the Transaction and only if it concerns a Transaction ordered not later than 3 months from the date of the planned Refund,
 - ii) the sum of Transactions Refunded on a given day may not exceed the equivalent of 12% of all Transactions settled on that day;

- (c) the Multi Currency Pricing Service is provided by PayU during the hours when the Service is provided by the Payment Scheme providing it. Notwithstanding the above, the Multi Currency Pricing Service is provided only during the availability and validity period of the relevant Exchange Rate Table.
- (d) Merchant's rights and obligations regarding the use of Multi Currency Pricing Service:
 - a. the Merchant is entitled to download new Exchange Rate Tables at the start of the next Timeframe if they are made available to PayU by the Payment Schemes; if the Exchange Rate Tables are not available at the start of the next Timeframe, the Merchant may request PayU to make them available at a later date, but not more frequently than once every 10 minutes,
 - b. Under no circumstances will the Merchant inform the store of the name of the Payment Scheme through which PayU provides the Multi Currency Pricing Service,
 - c. The Merchant is obliged to order Transactions in accordance with the current Exchange Rate Table. Transactions with an overdue Exchange Rate Table shall not be accepted by PayU,
 - d. The Merchant agrees to work with PayU on how to implement and promote the Multi Currency Pricing Service in the store in order to achieve the best possible rate of Customer use of the Service.

13.4 **SDK**

- (a) The SDK shall be understood as software prepared by the Merchant to enable the Transaction of goods or services acquired in the service by means of electronic devices enabling the reception, processing and sending of data by means of a wireless Internet network, which may be freely transferred and used anywhere.
- (b) By using the SDK Service the Merchant shall also use the Tokenisation Service described in clause 13.1.
- (c) The Merchant undertakes to use the current software provided by PayU enabling the execution of Transactions through the Merchant's mobile application. At PayU's request, the Merchant shall be obliged to carry out, at its own expense, an update of the software indicated in the previous sentence within a maximum of 90 days from the date of receipt of PayU's request. In the absence of an update of the software indicated above, PayU is entitled to suspend the processing of Transactions via the Merchant's mobile application.

- (d) The Merchant undertakes to have or implement on its side tools to prevent the execution of unauthorized Transactions using the Merchant's mobile application, in particular by controlling the length of the login session, entering the PIN code into the Merchant's mobile application, etc.

13.5 ICP

- (a) Within Services, PayU 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 the Transaction ("**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.
- (b) The funds recorded on the Settlement account are converted at the exchange rate applied by the Payment Schemes and applicable on a day when the Transaction has been made available on the Settlement account, Payout dates, currency of Payout and PayU Fees for the provision of the ICP Service will be specified in the Commercial Sheet.
- (c) If the Merchant uses the ICP Service, any Refunds will be deducted from the Merchant in the currency of the Payout, at the exchange rate applied by the Payment Scheme on the date of the Refund, increased by PayU's Fee specified in the Commercial Sheet, while the Customer will receive a Refund in the currency in which the Transaction was executed.

Executed for and on behalf of PayU by: _____ Signature Name (print): Date: Place:	Executed for and on behalf of the Merchant by: _____ Signature Name (print): Date: Place:
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