

Annex No. 4 to the Terms and Conditions of the System

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

1.1 **One-click (payment cards and BLIK), recurring payments and Merchant initiated Transactions (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 Payments for the Merchant with electronic instruments in a simplified form, i.e.
 - a. without each time having to enter all payment card details or providing additional credentials ("**One-Click**")
 - b. order Payments to charge the Customer's payment card account on the date and for the amount agreed by the Customer and the Merchant ("**Recurring payments**")
 - c. Payments initiated by the Merchant for the amount and in cases resulting from the agreement between the Merchant and the Customer ("**MIT**").

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 Payment.

- (b) The Merchant represents that it has read and accepted the provisions of the following documents presented on the PayU website available at <https://poland.payu.com/en/home/> domain:
 - a. Guidelines on security of payment data processing,
 - b. Requirements, recommendations and Merchant's responsibility for Recurring payments and MIT,
 - c. Requirements and recommendations relating to PayU Express service.
- (c) Due to Payments 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.
- (f) The purpose of implementing One-Click Payments is to streamline the transaction process on the Merchant's side, which should positively impact the conversion of payment card Payments on the Merchant's site. The Merchant acknowledges, however, that cooperation in One-Click model is associated with an increased risk of fraudulent Payments (so-called 'frauds') and there is no anti-fraud system that will 100% secure all Payments and protect the Merchant from potential Chargeback complaints.
- (g) Merchant accepts that due to the purpose of introducing One-Click service as described in (f) above, only a portion of the payment card Payments will be additionally authenticated using 3D Secure (as part of the so-called "strong customer authentication" - hereinafter "**SCA**"). In view of the foregoing, the Parties confirm that Merchant shall be financially liable to PayU, for legitimate chargeback complaints regarding fraudulent payment card Payments that are processed without SCA.
- (h) In order to reduce Merchant's potential exposure to chargeback complaints related to potential fraud, Merchant acknowledges that, notwithstanding PayU's anti-fraud system, Merchant has the ability to independently control the process of triggering 3D Secure and thus may independently decide to trigger SCA for each payment card Payments by including the relevant parameters in the transaction message sent to PayU.
- (i) PayU declares that in case of a relevant request from the Merchant, PayU is ready to cooperate and discuss with the Merchant in order to work out the best possible security solutions for One-Click Payments in order to minimize potential financial risks on the Merchant side.

1.2 **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 <https://poland.payu.com/en/home/> domain.

1.3 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 Payments 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 <https://poland.payu.com/en/home/> 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 Agreement, 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 Payment and only if it concerns a Payment ordered not later than 3 months from the date of the planned refund,
 - ii) the sum of Payment refunded on a given day may not exceed the equivalent of 12% of all Payments settled on that day;
- (c) the Multi Currency Pricing service is provided by PayU during the hours when the service is provided by the Intermediate Body 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 Intermediate Body; 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 Intermediate Body through which PayU provides the Multi Currency Pricing service,
 - c. The Merchant is obliged to order Payments in accordance with the current Exchange Rate Table. Payments 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.

1.4 **SDK**

- (a) The SDK shall be understood as software prepared by the Merchant to enable the Payments 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 1.1.
- (c) The Merchant undertakes to use the current software provided by PayU enabling the execution of Payments 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 Payments via the Merchant's mobile application.
- (d) The Merchant undertakes to have or implement on its side tools to prevent the execution of unauthorized Payments 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.