

TERMS AND CONDITIONS OF ELECTRONIC PAYMENTS SERVICE

These Terms and Conditions are dedicated for entities that have concluded the System Use Agreement with PayU under the Terms and Conditions of the System defined by PayU.

Definitions

Any references herein to the following terms shall have the meaning as defined below and if not defined below – the meaning as specified in the Terms and Conditions of the System:

Electronic Payment	A payment made by the Customer to the Merchant with the use of the Electronic Payments Service provided by PayU in the System.
Terms and Conditions of Electronic Payments Services	These Terms and Conditions.
Electronic Payment Service	A service provided by PayU in the System, allowing the Customer to make the Payment to the Merchant with the use of Payment made by Payment Methods.
Authorisation Request	A Merchant's application to PayU for making Authorisation of an Electronic Payment, the details of which are provided by the Merchant or the Customer.
Authorisation	The process when PayU verifies a possibility to accept an Electronic Payment to be processed after receipt of an Authorisation Request by the Merchant and in cooperation with Intermediate Bodies. The Authorisation procedure is specified in details in the Documentation.
Successful Authorisation	A statement made with the use of the Message to the Merchant by PayU on acceptance of the Electronic Payment to be processed, included in an Authorisation Request.

Payment Methods	Services which can be used by the Customer to make a payment to the Merchant, provided by Intermediate Bodies that concluded an agreement with PayU on using these services for making Payments.
Electronic Transfers	Transfer orders ordered by the Customer within the banking systems available on-line and processed automatically by the System.
Loan Option (PayU Installments)	Payment Method allowing Customers for making payments to the Merchant with the use of funds from a loan or other financial instrument granted based on separate agreement concluded between the Customer and the Funding Organization.
Funding Organization	a bank or a lending institution which co-operates with PayU on the basis of separate agreements, in particular as regards granting loans to Customer in order to enable PayU to make Payments using the credit option (PayU Installments) and deferred payments (PayU Pay Later). The current list of Funding Organizations can be found here
Delayed Payment (PayU Pay Later)	Payment Method enabling delayed payment for the goods or services offered on the Site, with the use of funds from a loan granted by the Funding Organization based on separate agreement concluded between the Customer and the Funding Organization.
Electronic Transfers	Transfer orders made by the Customer within the banking systems available on-line and processed automatically by the System.
Other Payments	Money orders not being Electronic Transfers, Standard Transfers and Payments made by Payment Card, made by the Customer to Intermediate Bodies to transfer funds to the Merchant within the scope of making an Electronic Payment.

Payment made by Payment Card A payment made to the Merchant by the Customer with the use of the Pay by Payment Card Service provided by PayU in the System, consisting in providing the Customer with a possibility to make a payment to the Merchant with the use of payment issued by international payment associations supported by PayU.

§ 1 SUBJECT MATTER

The subject matter hereof is to define rules of cooperation between PayU and the Merchant when accepting the payment by the Merchant with the use of the Electronic Payments Service provided by PayU in the System.

§ 2 GENERAL PROVISIONS

1. PayU shall make the Electronic Payments Service available in the System within 14 days from sending a Message by PayU on acceptance of the application form for conclusion of the Agreement on provision of the Electronic Payments Service (Product Agreement).
2. PayU may accept the Merchant's application for conclusion of the Agreement for provision of Electronic Payments Service both in whole and in part by providing the Merchant only with Payment Methods selected by PayU or make the other Payment Methods available, depending on the Merchant's meeting additional conditions.
3. The Loan Option and Delayed Payment shall be made available by PayU on the Site if PayU has concluded cooperation agreements with the Funding Organization to offer abovementioned Payment Methods.
4. Offering the Loan Option and Delayed Payment shall be subject to provisions of the agreements referred to in point 3 throughout the term thereof. If this agreement is terminated:
 - a. with notice, PayU shall inform the Merchant about it within 7 days from making or receiving a termination notice,
 - b. with immediate effect, PayU shall inform the Merchant about making or receiving such termination notice on the same day.
- 4¹ In case of Delayed Payments, the Merchant undertakes to comply with the Funding Organization guidelines allowing Delayed Payments, in particular to:
 - a) inform PayU on the receipt of an effective statement from the Customer about the withdrawal from the purchase of goods or services paid using 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 in the System;

- b) making a refund of the amount of the Payment 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 in the System.
- 4². Considering that the Loan Option and Delayed Payments are provided in accordance with the Funding Organizations rules and therefore for the purposes of making Delayed Payments available to the Merchant, the Merchant's data, i.e. name and REGON or NIP (tax ID.) will be made available to the Funding Organizations only for the purpose of Merchant's verification or to make Payments with the use of Loan Option or Delayed Payments on its behalf.
5. PayU may refuse to provide, suspend or deactivate the Loan Option or Delayed Payment on the Merchant Site upon request of the Intermediary Body who provides this Payment Method.
- 5¹. The Merchant shall not be charged remuneration for provision of the Electronic Payments Service with the Loan Option. Remuneration due to PayU for provision of the service mentioned in the previous sentence is settled upon a separate agreement concluded between PayU and the Intermediary Body.
6. Subject to the point 5¹ above, PayU remuneration for provision the Electronic Payments Service, was specified in the application form for conclusion the Product Agreement or in the amendment to the Product Agreement.

Unless PayU and Merchant agreed otherwise in the Product Agreement, and with the exception to Klarna service, PayU remuneration for provision Electronic Payments or, if applicable, PayU remuneration for Electronic Transfers, that have been indicated in the Product Agreement shall apply in the same amount to PayU remuneration for Payments made with the use of Delayed Payments. PayU will inform the Merchant of the amount of the PayU remuneration for the Klarna Service in a separate Message using the PayU System tools. If Merchant uses Klarna service, the Merchant represents that it has read and shall follow the rules for offering Klarna delayed payments specified in Annex 4 to the Terms and Conditions of the System.

The payment of the remuneration for PayU shall be made in the manner specified in § 13 of the Terms and Conditions of the System.

7. PayU does not ensure continuous availability of the Electronic Payments Service for all the Payment Methods. The Payment Methods shall be made available in the System only within the times when they are provided by relevant Intermediate Bodies.
8. The Merchant shall cooperate with PayU to clarify any matters connected with the complaints procedure carried out by Intermediate Bodies. In particular, the Merchant shall, at PayU request and within the time and in the manner defined in the request:
 - a. provide PayU with any relevant information on the agreement concluded by the Merchant and the Customer for which the Electronic Payment complained of was made, and
 - b. provide PayU with copies of documents on performance by the Merchant of the agreement concluded by the Merchant with PayU, as specified in the request, for which the Electronic Payment complained of was made, in particular a copy of confirmation of receipt of shipment, with indication of the person who collected the parcel containing goods ordered by the Customer, or confirmation that the service ordered by the Customer was provided.

§ 3 SETTLEMENT OF PAYMENTS

1. PayU shall process Authorisation Requests submitted by the Merchant to PayU as a result of making an order by the Customer to make an Electronic Payment.
2. Successful Authorisation of Electronic Payment after which Payment was accepted shall mean liability being incurred by PayU to make the amount of Electronic Payment available to the Merchant, unless the Documentation provides otherwise.
3. The Merchant shall be obliged not to submit to PayU any Authorisation Requests if, according to the Merchant's knowledge or the knowledge which the Merchant should have on a best efforts basis, making an Electronic Payment is contrary to provisions of applicable law, provisions of the Documentation, rules of the System, or if the payment instrument to be used to make the Electronic Payment is used without consent of an authorised person.
4. PayU shall provide the Merchant with the amount of Electronic Payment after Successful Authorisation on the Settlement Account, unless:
 - a. the Electronic Payment is questioned within 13 months from charging the Customer with the Electronic Payment, as a result of considering a complaint in accordance with the terms and conditions specified in the agreement concluded between the Customer and the Intermediate Body, the Customer and PayU or in provisions of applicable law and then the Customer is not charged with the Electronic Payment,

- b. the Customer is refunded the Electronic Payment made in accordance with point 8 of this paragraph,
 - c. the Electronic Payment (Payment Method used by the Customer) is cancelled by the Intermediate Body.
5. PayU shall not be held liable for consequences of the conditions subsequent referred to in point 4 hereof. If any such condition materialises, the Merchant shall be charged with any costs in relation to considering the complaint filed by the Customer, as a result of which the Customer is not charged with the Electronic Payment, including both a refund of fee collected from the Customer for the Electronic Payment complained of and a refund of costs incurred by PayU as a result of the complaints procedure.
6. The Electronic Payment is credited to the Account:
- a. in the case of the Electronic Payment made by Electronic Transfers – within 1 hour from the completion of the process of making an order for the Electronic Transfer by a person making the Electronic Payment,
 - b. in the case of the Electronic Payment made by Standard Transfers or Other Payments – once the PayU bank account is credited,
- however, the process of making a payment order by the Customer within the scope of a specific Payment Method shall be defined by Intermediate Bodies providing services used by the Customer to make the Payment.
7. If the conditions subsequent referred to in point 4 of this paragraph materialise, the Merchant shall refund the amount of the questioned Electronic Payment unless the Documentation provides otherwise. The refund shall be made in the manner specified in § 13 of the Terms and Conditions of the System.
8. The Merchant may ask for a refund on the Merchant's Account of the Electronic Payment in whole or in part to the Customer, for which PayU was provided with Successful Authorisation. The refund referred to in the previous sentence shall be irrevocable.
9. Any costs relating to the refund referred to in point 8 of this paragraph shall be charged to the Merchant. PayU shall not be entitled to any additional remuneration for processing a refund of the Electronic Payment.
10. PayU shall process the refund referred to in point 8 of this paragraph on the first Working Day following the day when the Merchant made the refund. Funds credited to the Settlement Account shall be reduced by the amount of the refund made; however, this reduction shall be made in the form of satisfaction of cash liabilities due to PayU from the Merchant in the manner specified in the Terms and Conditions of the System. If the Merchant uses the ICP service, the amount of the refund will be

deducted from the Merchant's payout currency, according to the exchange rate applied by the Intermediate Body on the day of the refund, increased by PayU's remuneration specified in the Agreement or Product Agreements, while the Customer will receive the refund in the currency in which the Payment was made. The remuneration collected by PayU and any other fees relating to the Electronic Payment to be refunded shall not be returned to the Merchant.

11. If the Merchant makes a refund of the Electronic Payment, it shall be processed only by transferring the funds to the Intermediate Body the services of which were used to make the Electronic Payment, with a request to transfer the funds to the Customer.
12. PayU shall be entitled to refuse to make the refund referred to in point 10 of this paragraph:
 - a. if PayU has no up-to-date Customer details allowing to make a refund of the amount of Electronic Payment,
 - b. if the difference between Merchant's liabilities towards PayU on the Payments to be paid out and PayU liabilities towards the Merchant is lower than the amount of Electronic Payment to be refunded and costs of such refund,
 - c. if making a refund of the amount of Electronic Payment is contrary to the provisions of law or the Documentation.
13. The refusal referred to in point 12 of this paragraph and its reasons shall be communicated by PayU to the Merchant with the Message.

§ 4 DISTRIBUTION OF LIABILITY FOR PAYMENTS QUESTIONED BY THE CUSTOMER

1. If the Customer questions an Electronic Payment by referring to an unauthorised use of an electronic payment instrument or failure to make the Electronic or its performance not as the Customer intended, PayU and the Merchant shall distribute liability for such Electronic Payment in accordance with points 2 and 3 of this paragraph. The Merchant shall be charged with the questioned Electronic Payments not covered in point 2 of this paragraph.
2. The Merchant shall not be charged with the following questioned Electronic Payments:
 - a. processed as a result of at least serious negligent infringement by the Customer of the due diligence obligations to prevent unauthorised use or to limit consequences of unauthorised use of the payment instrument;
 - b. payments which were not processed due to PayU fault.
3. The distribution of liability referred to in points 1 and 2 of this paragraph, shall also include remedying of damage incurred and sought by the Customer.

§ 5 FINAL PROVISIONS

1. The Merchant shall ensure that rules of the Site were compliant with the Documentation.
2. The provisions hereof shall apply together with other provisions of the Documentation.
3. Electronic Payments shall be governed by other provisions of the Documentation relating to the Payments unless the provisions of the Documentation expressly provide otherwise.
4. If the provisions hereof are inconsistent with the Terms and Conditions of the System, the former ones shall prevail.
5. PayU shall be entitled to request the Merchant to make changes on the Site if the Site does not meet the requirements of Intermediate Bodies. The Merchant shall make changes within 5 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 penalties imposed by Intermediate Bodies. In such case the Merchant shall perform any activities aimed at releasing PayU from liability and obligations to provide any considerations, including without limitation make the payment of liquidated damages or compensation imposed on PayU.
6. PayU may terminate or suspend the Agreement for provision of Electronic Payments Service in whole or in part for particular Payment Methods with immediate effect if:
 - a. the country of the Merchant's registered office or the country where the Merchant is subject to tax obligations is changed.
 - b. the Intermediate Body requests termination of the agreement with the Merchant.