

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.
- without each time having to enter all payment card details or providing additional credentials ("**One-Click**")
 - 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**")
 - 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:
- Guidelines on security of payment data processing,
 - Requirements, recommendations and Merchant's responsibility for Recurring payments and MIT,
 - 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.

1.5 Klarna Service:

- (a) PayU in cooperation with Klarna Bank AB with its registered seat Stockholm, Sweden ("**Klarna**") offers the Merchant to use delayed payments service ("**Klarna Service**").
- (b) Klarna Service is offered to the Merchant by PayU under the terms and conditions set forth in this point and may be made available to the Merchant who meets jointly the following criteria:
 - a. has an active Payment Card service,
 - b. has a positive Payment history with PayU for a minimum of 90 days,
 - c. operates in a business category permitted by Klarna.

- (c) Considering the above, the Merchant shall comply with the Agreement and the principles of using Klarna Services. These terms and conditions may be amended or complemented by PayU (especially when it is required by Klarna) at least 14 calendar days before the date on which such introduction or change becomes effective ("**Amendment**"). The Merchant shall be informed about such Amendments with the PayU system functionalities, and they shall become effective as of the date referred to in the information delivered to the Merchant. If the Merchant disagrees with the Amendment, the Merchant shall be entitled to cease the use of and access to Klarna Service without any consequences, by giving a notice to PayU prior they become effective. If PayU fails to receive a notification on the intention to cease the use of and access to Klarna Service by the Merchant, PayU may deem that the Merchant has accepted the Amendment. In the event of any discrepancy in the foregoing between the Agreement and this terms and conditions, this terms and conditions shall take precedence. To the extent not regulated herein, the provisions of the Agreement shall apply.
- (d) The Merchant acknowledges that Klarna will make, in its sole discretion, decisions concerning Customer transaction approvals and underwriting of Customer's use of the Klarna Services, including decisions on applicable Klarna's credit limits for Customers and the Klarna Services offering to Customers.
- (e) The Merchant undertakes to process Customer complaints and returns promptly and give prompt notice to PayU in the event that a Customer complaint or contestation has not been finally settled within one (1) month after the Merchant becomes aware of such a complaint or contestation. If the Merchant has agreed with the Customer regarding a return of the purchase or a price reduction, Klarna shall immediately be notified through PayU. Information relating to fraudulent or disputed Payments shall be transferred between the Merchant and PayU and PayU and Klarna. The provisions of § 9 and § 2 (4)¹ of Terms and Conditions of the Electronic Payments Service shall apply accordingly.
- (f) The Merchant shall not (i) impose any additional fees, higher price or penalties on the Customer on the basis that the purchase is made through Klarna Services, or (ii) act in a discriminatory manner towards Klarna Service in any other way.

- (g) The Merchant represents and warrants that it will comply with all Applicable laws and regulations (including without limitation, laws and regulations related to Merchant's provision of its goods and services and marketing laws).
- (h) Klarna has no responsibility with regards to settlement to the Merchant, and the Payment will be settled by PayU in accordance with the Merchant's Agreement with PayU. At the same time, the Merchant acknowledges, that by acceptance of Customer payments processed by PayU with the use of Klarna Services, the exclusive right to receive repayment from the Customer is transferred to Klarna and the Merchant will not demand a payment from the Customer in any other form.
- (i) The Merchant acknowledges that in case PayU receives:
 - a. a justified request from Klarna to disable Klarna Service for the Merchant, PayU will do it without undue delay;
 - b. any other request from Klarna regarding instructions for the Merchant, Merchant will need to follow them or PayU will be obliged to disable Klarna Service for the Merchant without undue delay.
- (j) The Merchant acknowledges that, Klarna reserves the right to demand from the Merchant the return of Payment amount in cases specified below:
 - a. if there is a dispute or contestation between the Merchant and the Customer regarding the Payment, or the Customer's obligation to settle the Payment, and such dispute or contestation is not based on a mere unwillingness or inability to pay (a dispute may be e.g. when the goods or services are alleged to be faulty or not delivered in full). For the avoidance of doubt, Klarna has the right to be repaid for a Payment regardless of whether the Merchant's financial situation has significantly deteriorated, including but not limited to, where the Merchant had become or has been declared insolvent, the Merchant entering into any amalgamation, reconstruction or any composition scheme or arrangement with, or assignment for the benefit of, its creditors;
 - b. Payment which relate to a natural or legal person who may reasonably be considered to share a financial interest with the Merchant, including but not limited to, a company affiliated to the Merchant, owners or an employee of the Merchant and/or such affiliated company (e.g. sham sale). This subsection does not apply if the Merchant has more than thirty (30) employees;

- c. if it concerns the Payment in relation to which a Customer acquires cash (e.g. currency exchange), checks or money orders;
- d. if it concerns the Payment where the Customer has used its lawful right to withdraw from/cancel its purchase and/or its agreement with Klarna, or where the Merchant has extended to the Customer a right to return the goods or services in excess of what applies under applicable mandatory laws;
- e. if it concerns to Payment in relation to which the Merchant is imposing terms and conditions in relation to Customers which deviate from the standard terms and conditions provided by Klarna for its services,
- f. Payments in connection to which the Merchant is in breach of the law applicable at the delivery address where the goods or services are delivered,
- g. Payments in relation to which the Merchant sold goods or services listed as Prohibited or Restricted in Klarna ethical guidelines available at: https://cdn.klarna.com/1.0/shared/content/policy/ethic/en_gb/merchant.pdf.

In case PayU receives a request from Klarna to make return the amount of Payment for the reasons specified above, the Merchant shall initiate a Refund through PayU or in case the Merchant will not do it itself, PayU will be entitled to withhold and recover the Payment amount from the Settlement Account.

- (k) In view of Klarna being a licensed bank under the supervision of the Swedish Financial Supervisory Authority, and for the purpose of ensuring that Klarna is able at all times to fulfil its obligations in relation to Customers, the Merchant acknowledges and agrees that if the Merchant fails or is unable to repay PayU for any reversed Payment or any other amounts owed by the Merchant to PayU under these terms related to the provision of Klarna Services, PayU may assign and transfer such claims on the Merchant to Klarna, and Klarna has the right to directly enforce such claims and collect these same amounts from the Merchant, and the Merchant agrees to settle such amounts to Klarna. Any such aforementioned amounts to be collected by Klarna shall in no event exceed the amount owed by the Merchant to PayU under these terms of offering Klarna Service.

PayU S.A.
186 Grunwaldzka Str.
60-166 Poznan
www.poland.payu.com



PayU SA with the registered office in Poznan, 60-166 Poznan, at ul. Grunwaldzka 186, a domestic payment institution, supervised by Polish Financial Supervision Authority, entered into the Register of payment services providers under the number IP1/2012, entered into the Register of Entrepreneurs kept by the District Court for Poznan – Nowe Miasto and Wilda in Poznan, 8th Commercial Department of the National Court Register under KRS number 0000274399, with share capital of 7 789 000,00 PLN paid in full and tax id no. (NIP): 779-23-08-495, REGON No. 300523444.