

Poznań, on [•]

MERCHANT AGREEMENT No.

General Information

THIS AGREEMENT is entered into between:

- (1) **PayU S.A.** with the registered office in Poznań, 60-166 Poznań, at ul. Grunwaldzka 186, entered into the Register of Entrepreneurs kept by the District Court for Poznań - Nowe Miasto i Wilda in Poznań, 8th Commercial Department of the National Court Registry under KRS no. 0000274399, share capital of 7,789,000.00 PLN (fully paid-up), tax id no. (NIP): 779-23-08-495 ("**PayU**")

and

(2)

1. Name and surname /
company name
2. Legal status
3. Registered address
4. Tax identification number
NIP
5. Statistical number REGON
6. PESEL (natural person) or
date of birth
7. National Court Registry
number (KRS) and court
competent for keeping
registry files

(Merchant)

represented by:

1. Name and surname:
PIN or date of birth:
2. Name and surname:
PIN or date of birth

This Agreement sets out the details of the Services to be provided by the PayU to the Merchant, as detailed in this Agreement.

1. Acknowledgment of the Agreement

1.1. By its signature below or by accepting the agreement in electronic form, the Merchant acknowledges and agrees that the Services are provided subject to:

- (a) the terms of this Agreement;
- (b) the Commercial Sheet attached to this Agreement
- (c) Further Guidance

The documents listed in point (b) and (c) constitute an integral part of the Agreement.

1.2. The Agreement will be effective on the date it has been signed by all Parties, subject to article 1.3.

1.3. The Agreement may be concluded in the electronic form by submitting an offer for the use of the Services (Application form) to PayU by an entity intending to be granted a Merchant's status, by filling out a form by a person (persons) authorised to represent the Merchant, available on PayU Websites and its acceptance by PayU (should PayU make such functionality available). In the situation described in previous sentence 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. 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 specified in the previous sentence.

1.4. Detailed conditions of Services selected by the Merchant may be supplemented in the Commercial Sheet.

1.5. The Merchant acknowledges that it has access to, has read and agrees to be bound by the terms of the Agreement.

2. GENERAL

- 2.1. This Agreement set out the basis on which Services (all capitalised terms defined below in clause 3) are provided to the Merchant.
- 2.2. PayU may sub-contract or delegate the performance of its obligations under this Agreement to third parties including any of its Affiliates, however PayU shall remain responsible for the performance of such duties.
- 2.3. The Parties will comply with this Agreement.
- 2.4. (excluded).
- 2.5. The Agreement constitutes the entire agreement between the Parties in respect of the Services and supersedes any such previous agreement, whether express or implied.

3. DEFINITIONS AND INTERPRETATION

- 3.1. In this Agreement:

"Affiliate" means, in relation to any Party, any entity in the same group as that Party, including but not limited to a subsidiary or a holding company of that Party and any direct or indirect subsidiaries of such holding company.

"Agreement" means this Agreement, Further Guidance, Commercial Sheet, any Service supplements, appendices, amendments, modifications, extensions and revisions.

"Applicable Law" means any and all applicable provisions in any jurisdiction, of statutes, laws, rules, codes, treaties, ordinances, directives, directions, injunctions, awards and/or regulations, including that from any court, governmental, intergovernmental, supranational authority or self-regulatory organisation, and including (binding and non-binding) requests, guidelines or decisions from regulators or associations as amended and re-enacted from time to time.

"Business Day" means a day other than a Saturday or a Sunday or public holiday.

"Card Issuer" means a financial institution that issues cards under the authority of the relevant Payment Scheme.

"Chargeback" means a circumstance where a Card Issuer, Payment Scheme or other financial institution requires repayment in respect of a Transaction previously settled and/or remitted to the Merchant.

"Confidential Information" means any and all written, oral visual, machine readable or other tangible or intangible form of information (whether patentable or copyrightable or not), data, techniques, plans, strategies, opportunities or trade secrets which is not generally available to the public as disclosed or delivered by either Party (the **"Disclosing Party"**) to the other Party (**"Receiving Party"**) whether before or after the date of this Agreement.

"Commercial Sheet" means the document given that name that in particular details the Services and the Fees.

"Customer" means a customer of the Merchant in relation to a payment Transaction processed using the Services.

"Customer Data" means Data relating to Customers that (a) the Merchant provides to PayU in connection with the Services; or (b) PayU generates on the basis of those data.

"Data" means documents, records and any other data of any kind relating to the Transactions.

"Fees" means all fees, charges and other payments to be made by the Merchant to the PayU for processed Transactions.

"Fines" means any and all fines, levies, costs, expenses, charges which the Payment Schemes or other financial institution require either the Merchant or PayU to pay or which are otherwise directly or indirectly recovered from PayU at any time and which relate to any aspect of this Agreement (including the provision of the Services hereunder) and which are asserted in connection with the act or omission of the Merchant.

"Further Guidance" means all documents, guidance, policies and processes outlined or made available by PayU in relation to the Services.

"Merchant Bank Account" has the meaning given to it in clause 6.3.

"Payout" means the relevant payment due to the Merchant from PayU on the Payout Date in respect of the Transactions.

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.

"Payout Date" means each date when PayU shall submit the payment of the collected funds to the Merchant in accordance with this Agreement.

"Payment Scheme" 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.

"Payment Scheme Rules" means any and all applicable rules, regulations, standards and operating guidelines issued by any Payment Scheme, as amended and restated from time to time.

"PayU Websites" means <https://poland.payu.com>, <https://czech.payu.com> or <https://romania.payu.com>.

"Refund" means a return of an amount to a Customer's account or the reversal of any other payment pursuant to a request or instruction from the Merchant to PayU.

"Services" means the processing, reconciling and reporting of payment Transactions, related operations and any other services detailed in this Agreement or other services added to the scope of the PayU offer. If the added Services would cause an increase in Fees, then Merchant will use them upon approval.

"System costs" means fees imposed by Payment Schemes independent of PayU or costs incurred by PayU to Payment Schemes in connection with the provision of a particular payment method. Types of System costs and their amounts are indicated in the table of fees on the PayU Website. System costs, if any, may be added to the Fees for using the payment method to which the System cost applies.

"ToCC" means the table of costs and commissions forming an integral part of the Agreement, which includes the rates of costs and commissions (other than Fees) and System costs that may be charged by PayU in connection with the Services, posted on the PayU Websites. Costs and commissions under the ToCC will be charged by PayU on the same basis as PayU charges Fees.

"Transaction" means a payment made by the Customer to the Merchant with the use of the Services.

3.2. Unless a contrary indication appears any reference in this Agreement to:

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.

- 3.2.1 any reference to **"including"** and **"include"** shall mean including and include "without limitation";
- 3.2.2 the singular or plural shall each be deemed to include the other unless the context otherwise indicates;
- 3.2.3 a "Clause" or a **"Schedule"** is, unless the context otherwise requires, a reference to a Clause in or a Schedule to this Agreement.
- 3.3. (excluded).
- 3.4. The terms of this Agreement have been accepted by the Parties for the benefit of the Parties.

4. RIGHTS AND OBLIGATIONS OF PAYU

- 4.1 PayU will, in consideration for the Fees, provide one or more of the Services with reasonable skill and care, in accordance with and for the duration of this Agreement. Services will be provided in accordance with Applicable Law and Payment Scheme Rules.
- 4.2 PayU shall not be obliged to provide any Services unless and until PayU notifies the Merchant of the commencement of such Services. Subject to the provisions of the Agreement, in the event of the Merchant's request to launch additional Services during the term of the Agreement (e.g. adding a new shop), the launch of the additional Services shall take place within 7 days of PayU's receipt of complete documents or information necessary for the provision of a particular Service.
- 4.3 PayU may cancel, suspend or modify one, some or all of the Services without prior notice and with immediate effect if PayU or any Payment Scheme considers it necessary or desirable to do so including when particular payment method or Service will no longer be supported by PayU or Payment Scheme or it will be required pursuant to Applicable Law or Payment Scheme Rules. PayU will notify the Merchant as soon as possible of any such cancellation, suspension or modification, if such notification is allowed according to Applicable law.

5. PAYOUTS AND FEES

- 5.1 PayU shall on each Payout Date send by direct bank transfer to the Merchant Bank Account any Payout. Payout Dates has been specified in the Commercial Sheet.
- 5.2 PayU is entitled to recover the Fees and the sums set out at clause 5.3 by:

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.

- 5.2.1 deduction from the Transaction due to the Merchant;
- 5.2.2 invoice (in which case such sums will be payable by the Merchant in accordance with the terms of the invoice); and / or
- 5.2.3 any combination of the above.

The method of collecting the Fees will be confirmed by the Parties in the Commercial Sheet.

5.3 PayU is entitled to recover and withhold:

- 5.3.1 Refunds;
- 5.3.2 Chargebacks and Fines;
- 5.3.3 amounts required to cover:
 - (a) potential or expected Refunds, Chargebacks, Chargeback Costs, Fines, taxes, VAT, withholding taxes or any liability or potential liability relating to a Transaction or;
 - (b) (excluded);
- 5.3.4 other charges or amounts incurred by or due to PayU under or in connection with this Agreement.

5.4 If the value of the Fees and the sums set out in clause 5.3 exceed the aggregate value of a Payout due to the Merchant on any Payout Date, the remaining shortfall may be deducted (together with interest if due) on the following Payout Date. In addition, PayU reserves the right to require immediate payment of all or part of such shortfall at any time (together with interest if due).

5.5 Where, on any Payout Date, the amount of a Payout would fall below agreed minimum threshold, PayU is entitled, but is not required, to defer such Payout to the following Payout Date unless the minimum threshold is reached. Minimum thresholds may be specified in the Commercial Sheet.

5.6 PayU is entitled to defer any Payout or any other sum due to the Merchant to the extent necessary to protect PayU ability to recover the Fees and/or the sums set out at clause 5.3 or any other liability (actual or anticipated) of the Merchant in connection with this Agreement.

5.7 Change of the Fees requires the amendment to the Agreement in written or electronic form, except for:

5.7.1 introduction or amendment of System costs;

5.7.2 an increase in the Fees for a given payment method in the event of an increase, beyond PayU's control, in the cost of offering that payment method on the part of the providing Payment Scheme or due to Applicable Law.

The changes referred to in 5.7.1 and 5.7.2 above do not require the amendment to the Agreement and will be made upon PayU's notification to the Merchant using the communication tools of the PayU system at least 14 calendar days before the date on which such introduction or change becomes effective. If the Merchant does not accept the introduction or change of the Fees or System costs, the Merchant shall be entitled to resign from using the particular Service to which the change in the Fees or System costs relates. The Merchant's failure to provide a statement within the aforementioned time limit shall mean that the change is binding for the Merchant. For the avoidance of doubt, if System costs occur, the term "Fee" as used in the Agreement shall also include System costs.

5.8 If PayU has a reasonable suspicion that a transaction may be fraudulent or involve other criminal activity, PayU may suspend the processing of that, and any connected, transaction, or withhold Payout until the satisfactory completion of any investigation.

5.9 The Merchant shall not be entitled to any interest or other compensation whatsoever in respect of suspension or delay in receiving Payout due to reasons specified in this clause 5.

6 RIGHTS AND OBLIGATIONS OF THE MERCHANT

6.1 The Merchant shall comply with Applicable Law and any relevant Payment Scheme Rules to which it is subject.

6.2 The Merchant shall only accept payments and/or process Refunds:

- 6.2.1 from Customers in connection with goods and/or services supplied by the Merchant;
- 6.2.2 in respect of goods and services which:
 - (a) commonly fall within its business as identified in its request to PayU for the Services; and
 - (b) the Customer would reasonably expect to receive; and
- 6.2.3 in respect of goods or services the provision of which is in accordance with Applicable Law.
- 6.3 The Merchant shall, at all relevant times, maintain a bank account in their own name, that is verified by PayU so the Merchant can receive Payouts from, and make payments to, PayU ("**Merchant Bank Account**").
- 6.4 PayU may provide installation documentation, however the Merchant remains solely responsible for ensuring the correct implementation, installation, integration, security and operation of all systems, equipment, software and telecommunications and use of the Services on its own platform.
- 6.5 The Merchant shall provide immediate notice of identified (i) unauthorised third party use of the Services; and/or (ii) any event which might lead to such unauthorised use.
- 6.6 The Merchant shall provide all cooperation to PayU in handling any claim or query raised by any other third party in relation to the Services.
- 6.7 The Merchant shall immediately notify PayU of any act, omission or error which does or may adversely affect provision of Services or the Merchant's ability to perform their obligations under this Agreement (including but not limited to any material change in the nature or extent of the Merchant's business).
- 6.8 When it results from the integration method, the Merchant acknowledges and agrees to abide by, and ensure that all equipment and software it uses in connection with the transactions and the storage and / or processing of Data complies with, any payment card industry or payment application data security standards of any relevant Payment Scheme as updated from time to time (the "**PCI DSS**"). The Merchant shall ensure that any of its agents, sub-contractors or any third parties used by it in relation to the transactions is aware of and shall comply with the terms

of this clause. The Merchant shall, promptly on request of PayU or Payment Scheme, provide evidence of PCI DSS compliance.

6.9 The Merchant shall immediately notify PayU on becoming aware of any actual or suspected security breach relating to any Data. As soon as reasonably practicable, the Merchant shall identify and remediate the source of such security breach and take any additional steps required by PayU. This clause shall not prejudice any other remedies available to PayU under this Agreement.

6.10 The Merchant shall comply with any additional security, authentication, risk control or other requirements imposed by PayU or a Payment Scheme, including but not limited to where that Merchant is engaged in high risk activities.

6.11 The Merchant shall not engage in any practice prohibited by any of the Payment Scheme Rules unless permitted by Applicable Law.

6.11.1 (excluded);

6.11.2 (excluded).

6.12 The Merchant shall be deemed to have agreed to waive any rights, to raise objections or pursue any remedies against PayU in respect of any unauthorised or incorrectly executed payment Transactions unless the Merchant notifies PayU, in writing of any such unauthorised or incorrectly executed payment transactions without undue delay but, in any case, not later than within 14 days after Transaction is made.

6.13 The Merchant shall not, at any time, store any Data the storage of which is prohibited by any Payment Scheme from time to time, including (but not limited to) authorisation data such as CVV, CVV2 and / or PIN verification data.

6.14 The Merchant must disclose information to its Customers as required by Applicable Law and any Payment Scheme Rules. In particular:

6.14.1 The Merchant must prominently and unequivocally ensure that their identity is clear to their Customers at all points of interaction and that the Customer understands that the Merchant is responsible for the sale of goods or services in its webshop.

6.14.2 Any Merchant website must:

- (a) prominently display the name of the Merchant;
- (b) prominently identify the name of the Merchant as displayed on the website as both the Merchant and as the name that will appear on any cardholder statement; and
- (c) display Merchant name information as prominently as any other information depicted on the website, other than images of the products or services being offered for sale.

6.14.3 The Merchant must clearly disclose to all of their Customers during the order process (including on the payment page) the following information:

- (a) customer services contact telephone number;
- (b) terms and conditions of any sale;
- (c) the length of any trial period, if applicable;
- (d) the date on which any charges will commence, if applicable; and
- (e) the cancellation policy;
- (f) country of registered seat.

6.14.4 Where a Merchant conducts the sale of goods electronically over the internet:

- (a) that Merchant must display the following on its website:
 - i. a consumer data privacy policy;
 - ii. that Merchant's security capabilities and policy for transmission of payment card details (if applicable); and
 - iii. the address of that Merchant's permanent establishment or fixed place of business;

6.15 The Merchant shall not engage in any practice prohibited by any of the Payment Scheme Rules. In particular:

6.15.1 a Merchant must not impose, as a condition of acceptance by any relevant Payment Scheme, a requirement that the Customer waives the right to dispute a Transaction;

6.15.2 Merchant must not submit to PayU any Transaction that is illegal, or what Payment Scheme considers may damage the goodwill of the Payment Scheme or reflect negatively on any trademark or other intellectual property;

6.15.3 a Merchant must not create or maintain a repository of primary account numbers ("**PANs**") and corresponding Account PANs or perform mapping of PANs to Account PANs for any purpose;

6.15.4 a Merchant must not require a Customer to provide additional identification information other than that required to complete the Transaction.

7 CHARGEBACKS

7.1 Merchant acknowledges and agrees that pursuant to Payment Scheme Rules (or where applicable pursuant to Applicable law), Card Issuers, Payment Schemes or other financial institutions may (i) refuse to settle a Transaction or (ii) impose Chargebacks on PayU.

7.2 The Merchant agrees that it may be required to reimburse PayU for Chargebacks where the Merchant has accepted payment in respect of the relevant Transaction and in case of fraudulent Transaction (frauds) even if the Merchant is under no liability for the supply or performance of the goods or services concerned. Where applicable, the Merchant must respond to cardholder disputes and handle Chargebacks in accordance with Payment Scheme Rules.

7.3 All Chargebacks shall correspond to the whole or part of the settlement value of the original Transaction or - in accordance with Payment Scheme guidelines - to an amount converted to the settlement currency from the currency of Chargeback by the Card Issuer, Payment Scheme or other financial institution to PayU at the rate of exchange quoted by Payment Scheme for settlement purposes on the day the Chargeback is processed.

- 7.4 Where a Chargeback occurs, PayU shall immediately be entitled to recover from the Merchant:
- 7.4.1 amount of the relevant Chargeback; and
 - 7.4.2 costs, expenses, liabilities or Fines incurred as a result of or in connection with such Chargeback ("**Chargeback Costs**").
- 7.5 A Chargeback represents an immediate liability from the Merchant to PayU.
- 7.6 The Merchant acknowledges that Card Issuer, Payment Scheme or other financial institution, decision shall be final and binding in respect of a Chargeback.
- 7.7 Pursuant to Payment Scheme Rules, as Chargebacks may arise a considerable period after the date of the relevant Transaction, PayU shall remain entitled to recover Chargebacks and Chargeback Costs from the Merchant in respect of all Chargebacks, even after the termination of the contractual relationship between the Merchant and PayU.
- 7.8 PayU may immediately pass on and recover from the Merchant any Fines or further charges incurred as a result of or in connection with Chargeback Costs and/or suspend this Agreement and the Services provided hereunder if PayU considers that the total value of Refunds and/or Chargebacks may lead to a breach of the Payment Scheme Rules or expose PayU to a risk of financial loss.
- 7.9 It is the Merchant's responsibility to prove to PayU (or that of the relevant Card Issuer or other financial institution) that the debit of a Customer's account was authorised by such Customer, in particular in cases where Merchant uses tokenization services or is in possession of other indisputable evidence.
- 7.10 The Merchant agrees to process returns of, and provide refunds and adjustments for, products sold and/or payment collected through its Merchant site in accordance with this Agreement, the acquiring banks instructions and card association rules. The Merchant acknowledges that all refunds must be routed through the same payment instrument through which the Transaction was made or in other form agreed with the Customer. In the event that the Merchant initiates refunds through any other mode, the Merchant shall be liable for all Chargebacks raised in respect of the Transaction refunded.

- 7.11 The Merchant agrees and confirms that it shall remain liable after the termination of the Agreement for all Chargebacks, Refunds, Fines or loss, damages or costs incurred by PayU, acquiring banks, Payment Schemes and/or Customers and for claims and proceedings arising against PayU and/or an acquiring bank in connection with the Agreement.

8 SET-OFF

- 8.1 Unless otherwise agreed in the Commercial Sheet with respect to the collection of Fees, PayU may, without notice, set off any debts or liabilities due from the Merchant to PayU under this Agreement against any debts or liabilities owed by PayU to the Merchant, regardless of the place of payment or currency of either obligation. If the obligations are in different currencies, then based on particular case PayU may convert either obligation at a rate of exchange used by Payment Scheme or by National Bank of Poland.
- 8.2 The right applies whether or not the relevant debts or liabilities are matured and whether those debts or liabilities are present, future, actual, contingent, potential, liquidated and/or unliquidated. For these purposes, PayU may value future, contingent, potential and/or unliquidated items.
- 8.3 The exercise by PayU of any of its rights under this clause shall be without prejudice to any other rights or remedies (including but not limited to set-off) to which PayU or its Affiliates are otherwise entitled (by operation of law, contract, or otherwise).

9 FRAUD PREVENTION

- 9.1 PayU may offer or require the Merchant to accept certain fraud prevention services based on separate arrangement ("**Fraud Prevention Services**"). Where the Merchant receives any Fraud Prevention Services, it will comply with any additional terms governing those Fraud Prevention Services.
- 9.2 The Merchant acknowledges and agrees that the processing of Transactions and/or the making of Payouts may be delayed and/or suspended in connection where PayU has a reasonable suspicion that a transaction may be fraudulent or involve other criminal activity.
- 9.3 The Merchant must not submit, and PayU must not accept, any Transaction that the Merchant knows is, or should have known was, illegal. For the avoidance of doubt,

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for the purposes of this clause 9.3 the Merchant is deemed to be responsible for the conduct of its employees, agents and representatives.

- 9.4 The Merchant during the term of the Agreement as well as after termination hereof, shall provide PayU with reasonable assistance for the prevention and detection of fraud or other criminal activity in respect of Transactions.

10 REPRESENTATIONS AND WARRANTIES

- 10.1 The Parties mutually represent and warrant the following:

10.1.1 That are duly incorporated entities, organised and/or authorised under Applicable Law and in good standing.

10.1.2 That they have full capacity, to perform this Agreement.

10.1.3 All corporate action required to enter into this Agreement and the exercise rights and the performance of obligations under this Agreement has been duly obtained.

10.1.4 No provision of this Agreement is in conflict with any of the either Party obligations under constitutional documents, Applicable Law or any other document, charter or agreement to which the relevant Party is subject.

10.1.5 The Merchant will use the Services in good faith, in accordance with the terms of this Agreement and in accordance with all Applicable Law, and Payment Scheme Rules. In particular, the Merchant will not use the Services in a manner that that could result in a violation of anti-money laundering, counter terrorist financing and similar legal and regulatory obligations.

10.1.6 The Merchant shall comply with any technical specifications available on the PayU Websites, which PayU reserves the right to modify at any time. However PayU will endeavour to provide such modification with 20 days notice if the change will affect the Merchant's integration with PayU, unless such change will be required by Applicable Law or due to PayU system safety reasons.

- 10.2 PayU represents to the Merchant that PayU have the power to enter into this Agreement and to perform their respective obligations.

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11 INFORMATION

- 11.1 The Merchant at PayU request shall disclose to PayU such information as that PayU may reasonably require for the provision of the Services, including any information required to satisfy the reporting or other obligations (including financial obligations) concerning the Merchant under this Agreement, any Payment Scheme Rule and / or Applicable law.
- 11.2 The Merchant shall immediately notify PayU of a material change in information mentioned above, including any material change in the financial position of the Merchant for the duration of the provision of the Services.
- 11.3 PayU may retain information disclosed by the Merchant as long as it may be required by Applicable Law or as per the contractual obligation with PayU.
- 11.4 Subject to Applicable Law, PayU may use information, collect information and share information with their Affiliates, Card Issuers, Payment Schemes, credit reference agencies, fraud prevention agencies and crime enforcement authorities to the extent PayU may reasonably consider necessary or appropriate for the provision of the Services and/or compliance with this Agreement, Applicable Law and Payment Scheme Rules. In case of rendering credit (loan) services for the Merchant's Clients, such information may be used by other credit providers to take decisions about the Merchant and their financial associates.
- 11.5 The Merchant acknowledges and agrees that:
- 11.5.1 Payment Schemes to which PayU disclose information may (i) maintain databases (which may be available to third parties including Card Issuers, regulators and other authorities) containing information regarding the conduct of transactions by merchants; and/or (ii) categorise undesirable conduct of merchants; and
- 11.5.2 If any of the Services or this Agreement are terminated pursuant to clause 19, relevant Payment Schemes may, subject to Applicable Law, be notified and may retain such information.

11.6 PayU shall have no liability to the Merchant for any inaccuracy in the information obtained from the Merchant and provided to any third parties pursuant to this clause 11, provided it acted in good faith.

12 DATA MANAGEMENT AND PROTECTION

12.1 The provisions set out below shall supplement the provisions of the Agreement and shall relate to the manner in which the Agreement is performed, specified in all documents forming the Agreement.

12.2 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), with respect to the data of Merchants who are sole traders using the Services and personal data of persons authorized to perform actions on behalf of the Merchants, is PayU.

12.3 In order to conclude and perform the Agreement, the Merchant provides PayU with the data specified in point 2 of Further Guidance.

12.4 PayU processes personal data of the Merchants being sole traders using the Services and personal data of persons authorized to perform actions on behalf of the Merchants for the purpose of:

- 12.4.1 conclusion and performance of the Agreement,
- 12.4.2 carrying out the "know your customer" procedures,
- 12.4.3 carrying out Merchant's and Transaction risk analysis procedures,
- 12.4.4 verifying the identity of the Merchant and the persons representing him,
- 12.4.5 informing on the status and history of Transactions,
- 12.4.6 fulfilling legal obligations imposed on PayU,
- 12.4.7 processing of complaints,
- 12.4.8 supporting of the System's operation, including information on breakdowns, suspensions, updates,
- 12.4.9 issuing invoices and keeping accounting documents.

- 12.5 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 the Agreement. In case of change of personal data, the Merchant is obliged to immediately update them in the Merchant panel in accordance with point 4.3. of Further Guidance.
- 12.6 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 Transactions made by the Customers as well as for the purpose of fulfilling obligations by PayU as defined in Applicable Law and relating to processing these Transactions. 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 data controller.
- 12.7 Moreover personal data which may be processed by PayU under the Agreement may be disclosed to entities authorised to obtain it pursuant to Applicable 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, Payment Schemes and entities administering MATCH (Mastercard) and VMSS (Visa) databases or to persons performing activities requested by PayU, Payment Schemes or entities administering MATCH (Mastercard) and VMSS (Visa) databases under relationships other than employment relationship.
- 12.8 The rules of processing personal data of the Clients by PayU are defined in the Privacy Policy, which current content is available on the website in the domain of payu.pl.
- 12.9 The Merchant shall abide by any payment card industry data security standards of the relevant Payment Schemes.

- § 1 Merchant declares that the personal data submitted to PayU in order to process a Transaction has been collected from Customers in accordance with the Applicable Law.

13 INTELLECTUAL PROPERTY

- 13.1 All intellectual property rights relating to the Services are owned by and vest in PayU and its Affiliates. The information given by the Merchant to its clients concerning the Services does not create any intellectual property (or other right connected to it) on the part of the Merchant or the client over the Services or their functionalities, or, without limitation, over the trademarks, trade names, goodwill, domain names, websites, computer software (source or object code), data, logos, images, copyrighted materials, patents, inventions, know how, or any other information, owned by PayU, its Affiliates, and/or their suppliers or subcontractors.
- 13.2 The Merchant shall comply with any and all relevant Payment Scheme Rules relating to the trademarks, data, logos, images, copyrighted materials or any other protected intellectual property of such Payment Scheme ("**Marks**").
- 13.3 Any use of a Mark by the Merchant in advertising, acceptance decals, or signs, must be in accordance with any Payment Scheme Rules, including the Payment Scheme's reproduction, usage, and artwork standards, as may be in effect from time to time.
- 13.4 The Merchant's use or display of any Mark will terminate effective with the termination of this Agreement or upon notification to the Merchant by the relevant Payment Scheme to discontinue such use or display.
- 13.5 The Merchant shall place the PayU trademark referred with a link to the main page of the PayU Website on the page of each site where it is possible to use Services.
- 13.6 Notwithstanding the above, the Merchant gives PayU the right to use its name or company name, trademark, and also to mention its activity, in promotions or advertising concerning the Services. The Merchant has the right to withdraw his consent at any time.

14 CONFIDENTIALITY

- 14.1 During the term of this Agreement and for two years from the date that this Agreement is terminated, the Receiving Party may not use Confidential Information for a purpose other than the performance of its obligations under this Agreement. In particular, the Receiving Party may not disclose Confidential Information to a person except with the prior written consent of the Disclosing Party or in accordance with the provisions of this clause 14.
- 14.2 During the term of this Agreement the Receiving Party may disclose Confidential Information to any of its directors, other officers, employees, agents, Affiliates, delegates, sub-contractors and customers on a strict need-to-know basis to the extent that disclosure is necessary or desirable for the purposes of this Agreement. The Receiving Party shall ensure that any such recipient is made aware of and complies with the Receiving Party's obligations of confidentiality under this Agreement as if such recipient was a party to this Agreement.
- 14.3 Clauses 14.1 and 14.2 do not apply to Confidential Information:
- 14.3.1 which is at the date of this Agreement, or at any time after that date becomes, publicly known other than by the Receiving Party's or other recipient's breach of this Agreement;
 - 14.3.2 which can be shown by the Receiving Party to the Disclosing Party's satisfaction to have been known by the Receiving Party before disclosure by the Disclosing Party to the Receiving Party; or
 - 14.3.3 to the extent required by Applicable Law provided that in these circumstances the Receiving Party shall advise the Disclosing Party of same prior to such disclosure, in order for the Disclosing Party to take whatever steps it deems necessary to protect its interest in this regard.
- 14.4 If the Receiving Party receives a notice from a governmental authority or faces legal action to disclose Confidential Information received under this Agreement, then the Receiving Party shall promptly, if not prohibited by law/notice/governmental authority, notify the Disclosing Party of the same such that the Disclosing Party may have the opportunity to intercede, obtain protective order and contest such disclosure and, upon request, shall cooperate with the Disclosing Party in contesting such a disclosure. Further, the Parties agree that in event the Receiving Party is required to disclose the Confidential Information pursuant to the legal action,

notice, order, it shall not disclose any Confidential Information in excess of the legal requirement and to any other person.

15 LIMITATION OF LIABILITY OF PAYU

15.1 All obligations on PayU arising out of or in connection with this Agreement are obligations to use reasonable efforts and not obligations to achieve a specific result.

15.2 The Parties confirm that all principles of cooperation between the Parties are governed by the Agreement and mandatory provisions of Applicable Law.

15.3 PayU is not liable to the Merchant under any circumstance, for:

15.3.1 loss or damage which are incurred by the Merchant as a result of:

- (a) third party claims;
- (b) viruses, malicious or disruptive codes, power cuts or service interruptions or other IT or hardware or software problems or faults;
- (c) decisions by any relevant court, regulatory or other authority or the operation of Applicable Law; and/or
- (d) loss of profit, goodwill, business opportunity or anticipated saving suffered by the Merchant;

15.3.2 indirect, consequential, lost benefits or similar loss or damage (including damage to reputation) suffered by the Merchant; and/or

15.3.3 loss or damage which may be the consequence, wholly or partially, of a breach by the Merchant of this Agreement.

15.4 The entire liability of PayU under or in connection with this Agreement is limited, in respect of each event or series of connected events, to the total Fees paid by the Merchant under this Agreement to PayU during the twelve (12) month period immediately preceding the even that gave rise to the claim.

15.5 Nothing in this Agreement shall operate to exclude or restrict the liability of either PayU for death or personal injury or for any matter which such liability cannot be lawfully excluded or limited.

15.6 (excluded).

16 (EXCLUDED)

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17 SECURITY/DEPOSIT

- 17.1 PayU may require that the Merchant provides security in such form and over such assets as PayU shall require to secure the performance of the Merchant's actual, contingent or potential obligations under this Agreement or otherwise in connection with the Services. Such security may take the form of collateral (in the form of retained Payouts or otherwise), a rolling reserve, a guarantee or indemnity. PayU reserves the right to unilaterally call for an increase to the level of security held.
- 17.2 PayU may require that any security provided be supplemented or replaced at any time.
- 17.3 At the time of termination, PayU may retain such amount from the security (if any) and Payout payable to the Merchant as may be determined by PayU to cover Chargeback risk, refund risk, or any potential loss, damages, Fines or costs that may be incurred by PayU for a period of 180 Business Days. In the event that such retained amount is not sufficient to cover outstanding amounts of the Merchant post termination of the Agreement, the Merchant shall ensure that it pays PayU all pending amounts within 10 (ten) Business Days of receiving the demand notice and shall at all times keep PayU indemnified in this respect.

18 INSPECTION

- 18.1 The Merchant shall permit the authorised representatives of PayU and/or the Payment Schemes to carry out physical inspections of the place(s) of business or other facilities of the Merchant to verify if the Merchant is in compliance with its obligations hereunder. The inspection referred to above may be carried out in particular (i) in the event of a Data leakage, (ii) as specified in the Payment Scheme Rules or (iii) in accordance with PCI-DSS requirements.
- 18.2 If the Merchant refuses such inspection or provides inaccurate, untrue, or incomplete information, or fails to comply with the terms and conditions of this Agreement, PayU reserves the right to suspend or terminate the PayU Services with immediate effect.

19 TERM AND TERMINATION

- 19.1 Unless otherwise agreed, this Agreement is concluded for indefinite period of time. unless terminated or suspended as provided for in the Agreement. Each party to the Agreement shall have the right to terminate the Agreement in whole and PayU – also in part, with one month notice period effective as at the end of the calendar month following the month when it was delivered. The termination of the Agreement shall be made in writing or in electronic form with the use of the tools made available by PayU, otherwise being null and void
- 19.2 A Party ("**Initiating Party**") may terminate or suspend this Agreement (or part of Services) with immediate effect by written notice to the other Party ("**Breaching Party**") if any of the following events take place or is expected to take place:
- 19.2.1 the Breaching Party is in material breach (whether or not a repudiatory breach) of an obligation under this Agreement and, if the breach is capable of remedy, the Breaching Party has failed to remedy that breach within 30 days after receipt of written notice of the breach;
- 19.2.2 the Breaching Party has passed a resolution for its winding up or a court of competent jurisdiction has made an order for the Breaching Party's winding up or dissolution;
- 19.2.3 an administration order has been made in relation to the Breaching Party or a receiver, or an encumbrancer has been appointed to take possession of or sell, an asset of the Breaching Party;
- 19.2.4 the Breaching Party has made an arrangement or composition with its creditors generally or has made an application to a court of competent jurisdiction for protection from its creditors generally that may jeopardise the proper performance of this Agreement;
- 19.2.5 (excluded).
- 19.3 PayU may terminate this Agreement by written notice to the Merchant with immediate effect if any of the following events have taken place or are expected to take place:
- 19.3.1 the Merchant ceases to carry on business;

19.3.2 the Merchant merges with other entity or changes the persons who have the ability to direct the Merchant which may result in a breach of Applicable law, in particular anti-money laundering laws and regulatory guidelines to it,

19.3.3 PayU is unable to recover the Fees or other sums set out at clause 5.3 for any reason, or considers that the total value of Refunds and/or Chargebacks exceeds 50 % of threshold defined by Payment Schemes in fraud or Chargeback monitoring programs described in related Payment Scheme Rules;

19.3.4 PayU determines that continuing to provide the Services to the Merchant represents increased risk of loss or liability or risk to reputation to PayU or any of its Affiliates;

19.3.5 the Merchant engages in any trading practices or other activity which might give rise to fraud or any other criminal activity or suspicion of fraud or any other criminal activity, in particular money laundering;

19.3.6 security granted by the Merchant under this Agreement ceases to be sufficient, enforceable or available;

19.3.7 any claim or action in connection with this Agreement or the Services hereunder is threatened or commenced by either Party;

19.3.8 the Merchant breaches any Payment Scheme Rules;

19.3.9 where any Payment Scheme Rule would otherwise be broken by either the Merchant or PayU; or

19.3.10 PayU is required to do so due to Payment Scheme Rules or PayU is subject to Fines from any Payment Scheme, other financial institution or any other third party arising from the provision of the Services.

19.3.11 Merchant has not processed any Transaction in the last 12 months.

19.4 A Payment Scheme or other financial institution may demand that PayU will limit, suspend or terminate this Agreement or the Services provided hereunder with immediate effect if that Payment Scheme or other financial institution so decides.

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19.5 Termination of this Agreement, does not affect a Party's accrued rights and obligations at the date of termination.

19.6 Clauses 5.2, 5.3, 6.1, 6.6, 6.8, 6.9, 6.10, 7, 8, 11.3, 11.4, 11.5, 11.6, 13, 14, 15 and 17.3 shall survive termination of this Agreement.

19.7 Each Party's further rights and obligations shall cease immediately on termination except as otherwise specified in this Agreement.

19.8 If a Service is terminated for any reason, the Merchant will pay all Fees payable up to the termination date.

20 TRANSFER AND ASSIGNMENT

20.1 The Merchant may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of PayU (such consent not to be unreasonably withheld or delayed). PayU may assign or transfer its rights or obligations under this Agreement without the prior written consent of the Merchant.

21 FORCE MAJEURE

21.1 Neither PayU nor the Merchant shall be in breach of this Agreement or liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control (such affected party, the "**Affected Party**" and such event, a "**Force Majeure Event**"). In such circumstances the Affected Party shall be entitled to a reasonable extension of the time for performing such obligations.

21.2 As soon as reasonably possible after the start of the Force Majeure Event the Affected Party shall notify the other Party in writing of the details and effect of the Force Majeure Event. As soon as reasonably possible after the end of the Force Majeure Event the Affected Party shall resume performance of its obligations under this Agreement.

21.3 The Affected Party shall make all reasonable efforts to mitigate the effects of the Force Majeure Event on the performance of its obligations under this Agreement.

22 NOTICES

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22.1 Except for the service of proceedings, a notice under or in connection with this Agreement (a "**Notice**"):

22.1.1 shall be in writing or in document form; and

22.1.2 may be delivered personally or sent by electronic mail or post, to the Party due to receive the Notice at its address set out in the Agreement or to another address specified by that Party or using communication tools of the PayU system.

23 MISCELLANEOUS

23.1 This Agreement shall be treated as contract form in terms of Applicable law. PayU may revise the provisions in this Agreement or introduce additional Agreement at any time and from time to time. PayU shall notify the Merchant of any revision or addition to the Agreement in accordance with clause 23 at least 14 calendar days before the date such revision or addition is to become effective. Each such amendment shall be binding on the Merchant from the effective date of that amendment. If the Merchant fails to accept the changes hereto, the Merchant shall be entitled to terminate the Agreement with 14-days' notice, while the termination notice relating to the Agreement shall be made before these changes become effective, while provisions of the Agreement the current wording shall apply to the Merchant who terminate the Agreement until the termination thereof.

23.2 If any provision in this Agreement becomes illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

23.3 Should PayU fail or delay in exercising any right or remedy under this Agreement, such failure or delay shall not constitute a waiver of that right or remedy. A waiver is only effective if made in writing in accordance with clause 22 of this Agreement. A waiver is only effective in respect of the particular circumstances for which it is given.

23.4 Introduction and the change of the ToCC does not require an amendment to the Agreement and shall be made on the basis of a notice from PayU addressed to the Merchant using the communication tools of the PayU system, at least 14 calendar days before the date on which such introduction or change becomes effective. If the Merchant does not accept the introduction or the change in the ToCC, the

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Agreement will terminate as of the effective date of the introduction or the change in the ToCC. The statement of non-acceptance of the ToCC introduction or the change shall be submitted no later than the effective date of the introduction or the change. Article 5.7 of the Agreement does not apply to the change of ToCC.

24 RELATIONSHIP BETWEEN THE PARTIES

24.1 The relationship between PayU and the Merchant is on a principal-to-principal basis. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or master and servant, or employer and employee between the Parties hereto or any Affiliates or subsidiaries thereof or to provide either Party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other Party.

25 GOVERNING LAW AND ENFORCEMENT

- 25.1 This Agreement and any non-contractual obligations arising out of or in connection with it are governed by Polish law.
- 25.2 The courts of competent for PayU shall have the exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement or the consequences of its nullity or any non-contractual obligations arising out of or in connection with this Agreement)
- 25.3 The Agreement shall not be governed by provisions of art. 66 1 § 1 - 3 of the Civil Code.
- 25.4 The Agreement 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 clause 6.12 hereof.
- 25.5 The provisions excluded from clauses 25.3 and 25.4 of this section shall be replaced by the provisions of the Agreement followed by the other provisions of law, except for provisions excluded in clauses 25.3 and 25.4 of this section.

26 Signatures

<p>Executed for and on behalf of PayU by:</p> <hr/> <p>Signature</p> <p>Name (print):</p> <p>Date:</p> <p>Place:</p>	<p>Executed for and on behalf of the Merchant by:</p> <hr/> <p>Signature</p> <p>Name (print):</p> <p>Date:</p> <p>Place:</p>
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