

Terms and Conditions for making payments in the Service

DEFINITIONS

PayPro – PayPro S.A. with its registered seat in Poznań (60-198) at Pastelowa 8, entered in the Register of Entrepreneurs of the National Court Register [KRS] kept by the District Court Poznań Nowe Miasto i Wilda, 8th Commercial Division of the National Court Register, KRS entry no.: 0000347935, Tax Identity No. [VAT No.]: 7792369887, share capital: 5 476 300,00 PLN – fully paid up, entered in the register of payment institutions kept by the Polish Financial Supervision Authority, entry no.: UKNF IP24/2014.

Payment – accomplishment of money contribution by the Buyer to the Merchant via PayPro S.A. and the Service, in the fulfillment of obligations arising from the Buyer-Merchant relation;

Service – Dotpay web service run by PayPro, in which the Buyer can make a Payment,

Buyer – a person paying the Merchant via the Service,

Store – websites operated by the Merchant's software, with the use of which the Buyer purchases goods and services offered by the Merchant,

Merchant – a natural person, a legal person or an organizational unit without legal personality, having legal capacity, offering goods or services, that provides the possibility of accomplishing the Buyer's money contribution to the Merchant via the Service,

Transaction – an individual agreement for the sale or provision of services, or another legal relationship, under which the Payment is made,

Intermediary Institution – an institution, other than eCard, through which the Customer transfers funds to pay the Merchant, in particular a bank, credit institution, payment institution, clearing agent other than PayPro, payment system operator, electronic money institution, postal operator, telecommunications operator.

Working Day – a day other than Saturday and a public holiday,

Terms and Conditions – these terms and conditions,

Agreement – an agreement concluded based on the Terms and Conditions,

Party/Parties to the Agreement – PayPro or the Buyer, respectively, individually or jointly.

INTRODUCTION

1. These Terms and Conditions define the rules of cooperation between the Parties when providing the Buyers with the possibility of making Payments via PayPro and the Service for purchases made in the Store.

2. The Terms and Conditions were drawn up by PayPro.

3. Anyone can read the content of the Terms and Conditions free of charge before entering into the Agreement.
4. The Terms and Conditions are made available to the Buyer before the conclusion of the Agreement, at www.dotpay.pl, in an electronic form, allowing for its storage and retrieval.
5. These Terms and Conditions apply only to the Agreement concluded remotely between PayPro and the Buyer.
6. Conclusion of the Agreement on the basis of these Terms and Conditions does not require signing by the Parties to the Agreement.
7. The Agreement is concluded after the Buyer enters his data into the Service and accepts the Terms and Conditions, upon crediting the PayPro bank account with the Payment amount.
8. PayPro performs the Payment (a payment order that the Buyer may submit after accepting the Terms and Conditions) for the Buyer.
9. PayPro does not keep a payment account (referred to in the Act of August 19, 2011 on payment services) for the Buyer.
10. The moment PayPro receives a payment order from the Buyer to make a Payment is the day on which the bank account of PayPro has been credited with the Payment amount.
11. In order to make a Payment, the Buyer must provide the following data: name, surname, address, e-mail address, telephone number, country.
12. In order to use the services referred to in these Terms and Conditions, the Buyer must have a technical infrastructure and an IT system that allows the use of Internet resources, an e-mail account and a web browser that allows viewing websites. It is recommended to use the up-to-date version of one of the following browsers, with the "cookies" option (cookies support), Java Script and SSL enabled: Microsoft Internet Explorer, Opera, Mozilla Firefox, Safari, Google Chrome.

§1 PRINCIPLES OF OPERATION OF PAYMENTS

1. The Buyer expresses the will to pay the Merchant via the Service by selecting the "Dotpay Payment" option in the Store.
2. After being redirected to the Service, the Buyer chooses the Payment method available in the Service.
3. Depending on the Payment method, after the Payment is correctly made, an Intermediary Institution transfers funds to PayPro for the purpose of payment to the Merchant for goods or services purchased in the Store. After the payment is verified at the Intermediary Institution, PayPro provides the Merchant with a confirmation of Payment, and the Merchant

delivers the purchased goods or service to the Buyer or performs other activities agreed in the agreement between the Buyer and the Merchant.

4. The Payment is available to the Merchant within 15 minutes from the moment PayPro receives confirmation of the Payment made from the Intermediary Institution, and in the case of payment methods where such confirmations are not sent, from the moment the bank account of PayPro is credited with the Payment amount. The deadline referred to in the previous sentence is binding on PayPro, provided that the Buyer makes the Payment correctly.

5. Payment is made based on the agreement between the Buyer and the Merchant and the agreement between the Buyer and the Intermediary Institution. Payments are transferred by PayPro to the Merchant on the terms specified in the agreement between PayPro and the Merchant.

6. Payments are identified based on the Transaction number generated by the Service.

7. If the Buyer provides incomplete Transaction details, the Service will make every effort to correctly verify and execute the Payment order.

8. If it is not possible to correctly execute the Payment order because the Buyer fails to provide complete data necessary to make the Payment, the Website will suspend the transfer of the Payment to the Merchant and will attempt to contact the Merchant and/or the Buyer to determine the further course of action. If it is not possible to determine the further course of action, the funds transferred when making the Payment, and not transferred to the Merchant due to the Buyer's provision of incomplete data, will be returned to the Buyer minus the amount of 1.00 PLN for the expenses of PayPro. The Service will make every effort necessary to determine the further course of action and ensure correct execution of the Payment.

9. If PayPro has received funds for the execution of the Payment in breach of the provisions of § 3 sec. 1-5 of the Terms and Conditions, PayPro will return these funds to the Buyer, minus the amount of 1.00 PLN for the expenses of PayPro.

10. If PayPro receives funds for the purpose of making the Payment in an amount higher than required, PayPro will return the excess of these funds to the Buyer, minus the amount of 1.00 PLN for the expenses of PayPro.

11. If the amount of the refund referred to in sec. 8, 9 or 10 does not exceed 1.00 PLN, the refund is made after an advance payment of 1.00 PLN for the expenses of PayPro.

12. If the amount of the Payment made with a payment card is refunded, after the purchase price of the goods or services being the object of the Transaction has been converted into the currency in which the payment card account is issued (DCC transaction), there may be a change in the currency exchange rate in relation to the original transaction (crediting is made at the current exchange rate).

13. The Buyer will be informed about each Payment in an electronic message.

§2 PAYMENT AVAILABILITY

1. Payments may be used by Buyers who have full legal capacity.
2. The possibility of using Payments is determined by agreements concluded between the Buyer and the Merchant, between the Buyer and the Intermediary Institution, and between PayPro and the Merchant.

§3 INCORRECT USE OF DOTPAY PAYMENTS

1. The Service may not be used for payment for goods and services the trading of which does not comply with applicable law, as well as those that infringe the rights of third parties.
2. The Buyer may not provide illegal content via PayPro and the Service.
3. The Service may not be used to violate or circumvent the law or the rules of fair trading.
4. The Service may not be used for making Payments using a payment instrument:
 - a. that is invalid or cancelled, or
 - b. that is used by an unauthorized person, or
 - c. that is used by a person who does not have complete identification data of this instrument, or
 - d. about which PayPro has reasonable suspicion of its unauthorized use.
5. The Buyer undertakes not to use the Service to make Payments:
 - a. which disregard the rules for ordering Payments in the Service, or
 - b. without individual prior initiation of each Payment in the Service, or
 - c. violating the Terms and Conditions, or
 - d. violating the law.
6. Each violation of applicable law may be disclosed by PayPro to relevant state authorities, including law enforcement agencies and the relevant Intermediary Institution, unless otherwise contradicted by law. An event of this nature may be entered into the abuse monitoring system of the Service. If the Buyer violates the law when using the Service, PayPro is entitled to refuse the Buyer to make the Payments ordered following the violation.
7. If, as part of the Payment, an unauthorized use of a payment instrument has occurred, the Buyer will report this to the issuer of that instrument and relevant authorities, in accordance with the agreement with that issuer and applicable law. Buyer's claims in connection with the

unauthorized use of the payment instrument are specified in the agreement between the Buyer and the Intermediary Institution and applicable law.

§4 DISCLAIMER OF LIABILITY

1. PayPro is not a party to and is not covered in any other way by legal effects of legal actions that the Buyer undertakes with the Merchant. In the event of non-performance or improper performance of the agreement by the Merchant, the Buyer will submit a complaint to the Merchant in accordance with the Merchant's complaint procedure.

2. In cases where it proves necessary to initiate a complaint procedure, the Buyer is obliged to:

a. initiate a complaint procedure with the Merchant prior to initiating a complaint procedure with PayPro, if there are grounds for initiating a complaint procedure with the Merchant,

b. initiate a complaint procedure with PayPro prior to initiating a complaint procedure with an Intermediary Institution, if there are grounds for initiating a complaint procedure with PayPro,

3. PayPro shall not be liable for a failure to transfer or a delay in transferring the Buyer's funds to PayPro by an Intermediary Institution, resulting from circumstances for which PayPro is not responsible. Claims arising from the above circumstances are due to the Buyer against the Intermediary Institution, in accordance with the agreement concluded by the Buyer with the Intermediary Institution and in accordance with applicable law.

4. In order to correctly execute the Payment via the Service, the Buyer is obliged to provide complete data required by the Intermediary Institution which he orders to transfer funds to PayPro for making the Payment, in accordance with the information provided in the Service, unless PayPro automatically specifies the content of the order. If PayPro does not automatically determine the content of the payment order, the Buyer is obliged to provide true and correct data of the order issued to the Intermediary Institution through which the Buyer transfers funds to PayPro for making the Payment.

5. PayPro will not be liable for non-performance or improper performance of the Payment due to force majeure, or if the lack of liability for non-performance or improper performance of the Payment results from applicable law.

§5 COMPLAINTS

1. Buyers' complaints regarding Payments in the Service are considered by PayPro.

2. The Buyer may submit a complaint regarding a Payment to PayPro:

a. in writing – in person at the seat of PayPro or by post within the meaning of Art. 3 section 21 of the Act of 23 November 2012. – Postal Law (Journal of Laws, item 1529, as amended),

b. orally – by phone: +48 12 688 26 00 or in person, for the record, during a visit at the seat of PayPro,

c. in electronic form – in the form of an e-mail sent to the address bok@dotpay.pl or via the contact form available on the website www.dotpay.pl

3. The Buyer is obliged to report to PayPro by e-mail, fax, via the contact form available at www.dotpay.pl, by registered mail or by courier, any unauthorized, not executed or improperly executed Payments and other irregularities regarding Payments, as well as any other irregularities pertaining to the Payment, immediately, no later than within the time limit resulting from relevant regulations. Failure to report the irregularities referred to above in time will result in the expiry of the Buyer's claims against PayPro in connection with the unreported irregularity.

4. A complaint concerning Payments sent by the Buyer to PayPro should contain at least:

a. Transaction number,

b. Transaction amount,

c. Transaction date,

d. order number,

e. account number of the transfer sender in the case of payments by e-transfers,

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5. In order to receive a response to the complaint in paper form, the Buyer is obliged to provide in the content of the complaint his mailing address for sending the response. Regardless of the mailing address provided, the Buyer may submit, in any form, a request for a reply to the complaint by e-mail.

6. PayPro undertakes to provide full and comprehensive handling of complaints and to respond to the Buyer without undue delay, but not later than within 15 working days from the date of receipt of the complaint. PayPro will endeavor to provide a response within 5 Working Days of the complaint receipt. In particularly complicated cases, when it is impossible to consider the complaint and reply within the time limit referred to in the first sentence of this point, PayPro will provide the Buyer with information regarding the reasons for the delay, the circumstances that must be established for the consideration of the case and the time limit for its consideration, not longer than 35 Working Days of the complaint receipt.

7. PayPro provides the Buyer with a response to the complaint on paper or by means of another durable medium, to the mailing address provided by the Buyer in the complaint. At the Buyer's request, PayPro will provide a response by e-mail.

8. PayPro may independently question the Payment if it finds that there are grounds for submitting a complaint, including the reference to the use of a payment instrument by an

unauthorized person or improper execution of the Payment, regardless of the Buyer's actions. PayPro's right to question the Payment expires within 15 months from the date on which the Payment is debited to the holder of the payment instrument.

9. The Buyer who is a Consumer within the meaning of article 22 of the Civil Code may use the option of referring to the Municipal and Poviatic Consumer Advocates.

10. Claims pertaining to the performance of agreements concluded between the Merchant and the Buyer, in which the Buyer pays through the Service, should be reported directly to the Merchant.

§6 PERSONAL DATA

1. PayPro becomes the administrator of the Buyer's personal data provided by the Merchant or provided directly by the Buyer. These include at least an email address, but in some cases they may include also a first name, last name and address.

2. The legal basis for data processing is: - performance of the Agreement (provision of a single payment service), which is impossible without the Buyer's personal data, - provisions of generally applicable law imposing on PayPro as a national payment institution, the right and obligation to process personal data of Buyers in order to counteract money laundering and terrorist financing (art. 8-10 of the Act on Counteracting Money Laundering and Terrorist Financing) and to the extent necessary to prevent or detect fraud (Art. 10 of the Act on payment services).

3. Your data will be stored and processed no longer than is necessary for the realisation of the above-mentioned purposes and statutory obligations.

4. The Buyer may request PayPro to access their data, amend them, transfer and delete them, as well as limit data processing, however, deletion or limitation is possible only if it does not contradict the above-mentioned obligations of PayPro.

5. In order to perform the agreement, and only to the extent necessary, PayPro will transfer the Buyer's personal data to Intermediary Institutions as other administrators, depending on the selected payment method, or to banks, card organizations, clearing agents, entities operating payment systems, etc.

6. In case of objections to data processing, you have the right to lodge a complaint with the President of the Personal Data Protection Office."

§7 FINAL PROVISIONS

1. In matters not covered by these Terms and Conditions, generally applicable law applies.

2. Any disputes that cannot be resolved amicably will be resolved by the competent Common Court.
3. Payments made by consumers via the Service are not subject to the provisions of the payment services act, the exclusion of which in relations with entities other than consumers is allowed in accordance with the provisions of this act. In matters not covered by these Terms and Conditions, other legal provisions shall apply, except those excluded in accordance with this paragraph.
4. The Buyer who is a consumer has the right to withdraw from the Agreement concluded on the basis of the Terms and Conditions without giving reasons, within 14 calendar days from the date of its conclusion, by submitting an appropriate statement in writing. To meet this deadline, it is enough to send the statement referred to in the first sentence before the deadline indicated in the first sentence. The right of withdrawal does not apply to an Agreement performed entirely at the request of the Buyer before the deadline to withdraw from the Agreement.
5. PayPro is liable to the Buyer for non-performance or improper performance of the Payment under the terms specified in the act of August 19, 2011 on payment services.
6. The Terms and Conditions and the Agreement, as well as the rights and obligations arising from them are governed by Polish law.
7. The language used in relations with the Buyer is Polish or English.