

DEFINITIONS

Dotpay – a company under Dotpay S.A. with its headquarter in Kraków at Wielicka 72, 30-552 Kraków, Poland, NIP (Tax Identity Number) 6342661860, REGON 240770255, entered the National Court Register under the number 0000296790, carried out by the District Court Kraków-Śródmieście in Kraków, XI Commercial Department of the National Court Register with the share capital of PLN 4.000.000,00 and the share capital fully paid up of PLN 4.000.000,00 being a billing agent, approved by the President of the National Polish Bank of 29th September 2008 under the number 3/2008 and having a permission to operate as a Payment Institution issued by the Financial Supervision Authority no.: IP14/2013 on 3th September 2013. Dotpay's activities as a National Payment Institution fall under the supervision of the Financial Supervision Authority. The activities offered by Dotpay are not banking activities.

Payment – money contribution to the Seller by a Buyer through Dotpay and the Service (wire transfer, postal order, voucher, credit card or other payment channel available at Dotpay) in the performance of the obligation between a Buyer and a Seller.

Service – Internet service run by Dotpay in which a Buyer can do a Payment.

Buyer – a person who pays to the Seller through Dotpay service.

Shop – web sites served by the Seller's soft where a Buyer may purchase goods or services offered by the Seller.

Seller – an individual, a legal person, an organizational unit without a legal personality but with a legal capacity offering goods or services which offers money contribution of the Buyer to the Seller through Dotpay service.

Transaction – an individual selling agreement signed in the Shop on account of which the Payment is done.

Regulations – these Guarantee Service Regulations.

Guarantee – Payment return guarantee service for the Goods offered by the Sellers to their Buyers through Dotpay and the Service provided by Dotpay.

Goods – a material thing (movable thing) offered by the Seller for which a Payment is done through Dotpay and the Service.

§1 GENERAL REGULATIONS

1. The regulations specify the conditions of guarantee service. The Guarantee Service does not cover payments for services.

§2 THE CONDITIONS OF GUARANTEE SERVICE

1. The service provider Dotpay is obliged to pay the Buyer the amount of money the same as the price of the sold goods, however not more than 5.000 (in writing: five thousand) PLN hereinafter the secure money) in case the Buyer fulfills the following conditions:
 - a) signed the selling contract with the Seller
 - b) signed the Guarantee service contract with the Service Provider Dotpay
 - c) paid for bought goods via Dotpay service (transactions outside Dotpay are not included in Guarantee service)
 - d) within 14 calendar days from the date of paying has complained to the Service Provider Dotpay
 - e) the complain has been accepted by the Service Provider Dotpay i.e. the conditions written in § 3 of Guarantee Service Regulations have been accepted.
2. The cost of Guarantee service is 8% from the goods PLN 10-PLN 100, 5% from the goods PLN 100,01-PLN 500, 4% PLN 500,01-PLN 1000 or 3% from the goods worth more than PLN 1000,01 ordered by the Buyer on the basis of the contract between the Buyer and the Seller. The Buyer pays for the Guarantee service at the same time as paying for goods through Dotpay service.
3. The minimal worth of the goods for which Guarantee service can be bought is PLN 10 (in writing: ten PLN).

§3 COMPLAINING

1. The Buyer is entitled to complain in order to receive the secure money if because of the Seller the goods have not been delivered to the Buyer.
2. The complain form should be filled in at <http://www.dotpay.pl/en/warranty>. The complain ought to include:
 - a) the full name or the company's name and the Buyer's address
 - b) the goods marking
 - c) reason for complaining
 - d) the Transaction number in Dotpay
 - e) the number of bought guarantee.
3. The Service Provider Dotpay immediately after receiving the complain contacts the Seller in order to confirm the correct transaction especially giving proof of delivering goods to the Buyer. In case of not receiving the confirmation from the Seller of correct transaction making

within 14 calendar days, the complain will be taken into consideration. The Service Provider accepts the complain and annuls the Seller's transaction.

4. Dotpay's obligation to pay an amount of cash collateral to the Buyer does not include situations where:
- a) the Buyer drafted and sent a complaint with the intent to defraud the amount of cash collateral or otherwise attempted to gain undue benefits from Dotpay,
 - b) it is not possible to identify the Buyer because of the submission of false, incorrect or incomplete data by the Buyer,
 - c) goods have been sent by the Acceptor to the wrong address because of a failure to notify the Acceptor by the Buyer of the change of contact information,
 - d) the transaction was done by the Buyer beyond the Dotpay service,
 - e) the Buyer used the right of withdrawing,
 - f) the circumstances of not delivering or incorrect delivering the goods to the Buyer are as of an act of God,
 - g) the goods were destroyed or lost while being transported due to a driver.

§4 CLOSING POINTS

1. All matters not settled herein shall be decided by the appropriate provisions of the law.
2. Service Guarantee Regulations and liabilities arising thereof are under Polish law.
3. Any disputes which cannot be settled amicably shall be settled by a General Court of factual and local jurisdiction.
4. Personal data provided are administered by Dotpay S.A. based in Kraków, ul. Wielicka 72, 30-552 Kraków. The data are processed in order to implement the Dotpay Guarantee service. The person to whom the data relates shall have the right to access the data and correct them. Data submission is optional, but necessary for the implementation of the Dotpay Guarantee service.