

# General Terms and Conditions of Payment Services in IdoPay

Effective September 1, 2021

## § 1 – Definitions:

- 1. Service operator** - IAI S.A. z siedzibą al.Piastów 30, 71-064 Szczecin, entered in the register of entrepreneurs kept by Sąd Rejonowy Szczecin-Centrum in Szczecinie, XIII Wydział Gospodarczy KRS under the number 0000891870, NIP: 5252767146, Regon: 381595506 (formely as IAI Spółka z ograniczoną odpowiedzialnością). Adress for service: al. Piastów 30, 71-064 Szczecin.
- 2. Merchant** - A customer who is a natural person running a sole proprietorship subject to entry in the Polish Central Register and Information on Economic Activity or an entrepreneur entered in the register of entrepreneurs of the Polish National Court Register being a joint stock company, limited liability, general partnership, limited partnership, limited partnership, limited joint-stock partnership, simple joint-stock company, European company, or an entrepreneur entered into analogous registers kept by the competent authorities of the European Union countries, as well as an entity conducting agricultural activity, who has a concluded contract for the Service or is at the stage of concluding this agreement or assignment agreement, and also uses the IdoPay additional service and the place of main business activity or its seat is located in the territory of the European Union, with the exception of the Scandinavian countries (Denmark, Sweden, Finland), Romania and Bulgaria. The Merchant is obliged to complete the KYC questionnaire presented to him by the Operator. An operator who is a small payment institution within the meaning of Art. 2 point 17b of the Act of August 19, 2011 on payment services (Journal of Laws of 2020, item 794, as amended) [Ustawa z dnia 19 sierpnia 2011 r. o usługach płatniczych, Dz.U. z 2020 r. poz. 794 ze zm.], [hereinafter “UPP”] provides services only to Merchants who have bank accounts maintained by suppliers established in Poland. Merchant is a acceptor within the meaning of Art. 2 point 1b UUP.
- 3. Payment service provider** – the Operator providing services to Merchants as a small payment institution - within the meaning of Article 2 point 17b UPP and, upon receiving the relevant authorisation, as a domestic payment institution within the meaning of Article 2 point 16 UPP.
- 4. Other payment service providers** – third parties that run websites or mobile service websites where the Shop's Payer can make payments to the Merchant.
- 5. Card** – a payment card issued under Visa or International or MasterCard International systems, admitted to the regulations of these systems for the execution of transactions without physical presence.
- 6. Financial market entity** – within the meaning of Article 2 point 3d of the Polish Act on cosideration of complaints by financial market entities and the Financial Ombudsman of 5 August 2015 (Journal of Laws of 2019, item 2279, as amended) [ustawa z dnia 5 sierpnia 2015 r. o rozpatrywaniu reklamacji przez podmioty rynku finansowego i o Rzeczniku Finansowym (Dz.U. z 2019 r. poz. 2279 ze zm.)], meaning the Operator providing services to individuals as a small payment institution – within the meaning of art. 2 point 17b oUPP and, upon receiving the relevant authorisation, as a domestic payment institution within the meaning of Article 2 point 16 UPP.

7. **Payment** – transfer of funds made by the Shop’s customer as payment to the Payer in order to perform a financial obligation arising as a result of a transaction between the Payer and the Merchant.
8. **Payment Account** – Operator's bank account used to perform the IdoPay Service, to which funds are transferred that the Operator accepts in the performance of the IdoPay service for the Merchant.
9. **IdoPay** – the acquiring service within the meaning of the Polish Act on Payment Services of 19 August 2011 provided by the Operator to the Merchant supporting the service of making payments between the Merchant and the Payer and integrated with the Service.
10. **IdoPay Terms and Conditions** – present Terms and Conditions.
11. **Chargeback Complaint** – a procedure initiated in specific situations by the Payer that allows them to recover funds from the questioned card payment transaction. This is an action resulting from a decision made by the card issuer in relation to the Merchant who accepts the payment with cards under an agreement concluded with the Operator, consisting in charging the Merchant with the value of the advertised transaction or its part.
12. **Refund** – crediting the Payer account with the transaction amount by the Operator.
13. **Payer** - a natural or legal person or an organizational unit without legal personality, which the law grants legal capacity, which makes online purchases from the Merchant.

## § 2 – IdoPay Service

1. The IdoPay Terms and Conditions is an integral part of the IdoSell Terms and Conditions, and supplements it in the scope of the IdoPay service regulations and together with the IdoSell Terms and Conditions or the IdoBooking Terms and Conditions and applies to the Merchant from the moment the IdoSell service agreement is concluded or from positive verification of the Merchant by the Operator who has a contract concluded - to enable them to use the IdoPay service.
2. It is necessary for Merchant to become familiar with this Terms and Conditions of the IdoPay Service as an integral part of the contract between the parties. Any behavior of Merchant and Operator contrary to the content of this Terms and Conditions will result directly from the content of this Terms and Conditions and Terms and Conditions of IdoSell and applicable law.
3. The IdoPay service is performed by the Operator using the technological solutions of the following other entities:
  - a. Blue Media S.A. with its registered office in Sopot at ul. Powstańców Warszawy 6, registered under KRS number 0000320590;
  - b. eCard S. A. with its registered office in Warszawa (00-043) at ul. Czackiego 7/9/11, Warszawa, registered under number KRS: 0000042304;
  - c. Krajowa Izba Rozliczeniowa S.A. with its registered office in Warszawa (02-781) at ul. rtm. Witolda Pileckiego 65, registered under number 0000113064,
  - d. Polski Standard Płatności sp. z o. o. with its registered office in Warszawa, at ul. Cypryjska 72, registered under number : 0000493783,
  - e. PayPo sp. z o. o.o. with its registered office in Warszawa, at ul. Domaniewska 37, registered under number 0000575158.

In the case of Card Payments, Payments by Payers may be made using digital wallets enabling Card Payments using the services Google Pay - provided by Google Ireland Limited based in Ireland, Dublin or Apple Pay - provided by Apple Distribution International based in Ireland, Holly Hill Industrial Estate, Corc. In these cases, Merchant accepts by making available to Payers using Google

Pay and Apple Pay the relevant terms and conditions of these services, in particular the Google Pay Terms of Service (Google Pay API).

4. The Operator will not conduct conversations and will not offer the IdoPay Service for Merchants: (1) who appear in various databases, whether they are payment organizations or generally available, and are listed in them as entities about which objections have been raised by other companies or who are struggling with experiencing financial difficulties, and (2) who offer or wish to offer the following products:
- a. containing pornographic content, especially involving persons under the age of 15, content related to the use of violence or the participation of animals;
  - b. items containing content and inciting hatred against national, ethnic, racial, religious differences or because of religious denominations;
  - c. materials that contain content that infringes personal rights of third parties;
  - d. music, movies, software and other products that infringe copyright / intellectual property;
  - e. hazardous chemical substances in pure form, which can be life-threatening, health and environment;
  - f. psychotropic substances and intoxicants, in particular drugs, as well as other substances that are intended to be used as substitutes, regardless of whether the possession and trade in such substances is prohibited by law;
  - g. explosives and pyrotechnics;
  - h. human or animal organs;
  - i. live or dead animal specimens (as well as parts or derivatives thereof) belonging to species included in currently applicable Annexes A- D to Council Regulation (EC) No 338/97 of 9 December 1996 on the protection of species of wild fauna and flora by regulating trade therein;
  - j. counterfeit products, i.e. Products or services marked in a way that may mislead customers as to their origin, quantity, quality, ingredients, performance methods, suitability, applicability, repair, maintenance or other relevant product features;
  - k. software adapted to carry out activities that violate the law or decency, including:
    - containing computer viruses;
    - enabling to download information about a computer user without their knowledge;
    - used to remove blockades and passwords from desktops and portable hard drives and other storage media and car radios, as well as information and services related to the removal or establishment of such blockages;
    - enabling the generation of e-mail addresses from websites or enabling the mass sending of messages to users of websites, messages, etc. who have not given their consent;
  - l. instructions and website addresses (links) and FTP servers, in particular containing information enabling or facilitating:
    - creating or taking possession of hazardous materials;
    - violating applicable law and those whose possession is prohibited;
    - violation of applicable law;
  - m. personal data or e-mail addresses;
  - n. services and items related to participation in the so-called Financial pyramids, i.e. financial structures created on the basis of acquiring new members, where the main (or exclusive) source of profit is the entry fees they pay;

- o.** weapons and ammunition whose possession or trade requires obtaining appropriate authorization or registration, and gas throwers, including pepper spray, regardless of whether their possession or trade is restricted by law;
- p.** mp3 files, pornographic, gambling and lottery content;
- q.** handling of electronic money, in particular cryptocurrency;
- r.** advisory services;
- s.** drugs and drug accessories, substances and products that can be used as narcotic drugs or psychotropic substances (including "legal highs").

### **§ 3 – Merchant's obligations**

- 1.** The Merchant undertakes to provide payment options to all Payers using its website and to place logotypes of other payment service providers, through which Payer can make payments for purchased goods or services. In addition, the Merchant is obliged to comply with the regulations of Visa and Mastercard payment organizations - regarding payment card acceptance procedures.
- 2.** The Merchant undertakes not to apply, in the case of card payments, higher prices than those used for other forms of payment.
- 3.** The Merchant is required to provide the Payer with a receipt or invoice confirming the transaction, which must be issued and delivered to the Payer in accordance with the law.
- 4.** All Shops in a given administration panel should be managed by the Merchant or by persons authorized to act on their behalf. In particular, the Merchant should be indicated in the terms and conditions as the entity obliged under the sales agreement with the Payer. If the Operator finds a different state of affairs, the Operator has the right to disable the IdoPay service for the entire panel. The above also applies to Merchant's operations in the form of branches.
- 5.** The Merchant undertakes to inform the Operator about:
  - a.** any events related to the transactions made with the use of the Cards at the Merchant's, which would indicate an attempted or committed criminal act by Payers,
  - b.** about all changes related to the conducted activity, in particular about changes of contact details and any other changes affecting the acceptance of transactions.
- 6.** The Merchant undertakes to post and maintain in the online Shop a short information about the Operator, consisting of the Operator's logotype.
- 7.** The Merchant will sell goods and services to Shop's customers who pay with Cards without any restrictions. The Merchant undertakes not to conduct activities consisting in providing other entities with access to the Services provided by the Operator to the Merchant. The Merchant represents that the Merchant's products comply with the category of goods and services provided by the Merchant during the Merchant registration process with the Operator. The Merchant declares that the products sold by the Merchant using the Partner's solutions are free from any defects and will not infringe or threaten to infringe the rights of third parties, in particular proprietary copyrights and moral rights.
- 8.** The Acceptor undertakes to place the following information in the online Shop:
  - a.** the website of the Merchant should visibly present information about the possibility of making transactions with Payment Cards and display the VISA and MasterCard logos in full colors.
  - b.** The layout and design of the Merchant's website should allow the Shop's customer easy and unlimited access to all required information.
  - c.** The following information should be available in the Merchant's online Shop:

- Full name and address of the Merchant's registered office;
  - Contact details of the Merchant (e-mail address, telephone number);
  - Information on all available payment methods;
  - Regulations describing the terms of purchase and delivery of goods / services, with particular emphasis on: delivery methods offered by the Merchant, information on full delivery costs, possible export restrictions, conditions for complaints or returning goods / services and the possibility for the customer to withdraw from the transaction, information on the forms of personal data protection used by the Merchant.
- d.** Before making the transaction, the Shop's customer must confirm that he has read the above regulations, for example by using the "I accept" button displayed.
- e.** In addition, it is recommended to provide the Shop's customer making a transaction with a payment card with information that allows the CVV2 / CVC2 code to be found on the card.
- f.** All the above information should be available in Polish.
- g.** It is recommended that - when the Merchant's offers services in foreign languages - all the aforementioned information should also be available in appropriate translations.
- h.** If the Merchant calculates surcharges for transactions made with MasterCard cards related to the costs of servicing payments, the Merchant's Shop should contain information about their amount and the method of calculation and legal basis. The amount of additional payments should correspond to the real costs incurred by the Merchant. It is forbidden to add surcharges to transactions made with Visa cards, unless the relevant surcharges are added to all payments made using other electronic payment methods available at the Merchant and in the cases indicated in the provisions of applicable law - in particular in cases specified in Article 37a of the Polish Act on Payment Services of 19 August 2011.
- i.** All descriptions of goods / services offered on the Merchant's Shop should be available in Polish.
- j.** The description of the good / service should contain at least:
- Name of the good / service;
  - Description of the main functional quality;
  - The name of the manufacturer or importer;
  - The price with the currency and information whether it includes VAT.
- k.** It is recommended to use as complete and accurate descriptions as possible in order to minimize the risk of complaints.
- l.** The Merchant's Shop may not contain any content or materials prohibited by applicable law in Poland.
- m.** The Merchant's Shop may not contain any pornographic content or materials.

#### **§ 4 – Merchant's specific obligations in the field of recurring payments, OneClick payments and MO / TO payments.**

1. If the Merchant uses the following payment processing functionalities as part of the IdoPay Service:
  - a. Recurring Payments type, executed on the basis of a standing order of the Cardholder ("Recurring Payments");

- b.** Credential-on-File type, implemented in order to enable Payers (Cardholders) to initiate Transactions for Merchants using the saved details of the Shop's customers' payment card ("One Click Payments");
    - c.** Mail Order / Telephone Order ("MO / TO") - Operator will allow the Merchant to accept non-cash payments in Polish zlotys made with Cards, via the MO / TO system. The term "MO / TO" is understood as a system for handling Authorizations without the physical presence of the Card. The order to debit the Card takes place by providing the Payers with his Card details via a secured website, - the provisions of this section apply.
  - 2.** Transactions under Recurring Payments and One Click Payments will be carried out only after prior registration of the Cardholder in the Operator's website (or the entity through which Operator handles Transactions). The registration will be for the purpose of proving that the Payers requesting the Recurring Payment or One Click Payment is the eligible holder of the Card to be charged. As a result of the positive registration of the Cardholder, Operator will provide the Merchant with a unique number identifying the Card ("Token"), with the use of which it will be possible to process One Click Payments. Before registering the Card on the transaction website, the Merchant is obliged to obtain from the Payers consent to regularly charge fees by launching the Recurring Payments or One Click Payments service. The above consent is stored on the Operator's website.
  - 3.** The agreement concluded between the Merchant and the Cardholder in order to launch the Recurring Payments service in the Merchant's Shop must include in particular:
    - a.** the amount and date of debiting the Card,
    - b.** information whether the above data is constant or variable (and if so, according to what key or how changes can be made),
    - c.** indication of the agreed communication channel between the Merchant and Payer.
  - 4.** The Merchant - via the Operator's Service - must provide the Payer with a simple and easily accessible way to cancel/withdraw from the Recurring Payments and One Click Payments service. If the Payer resigns from the Recurring Payments service, the Merchant may not use the received Token to make further Transactions.
  - 5.** If:
    - a.** any trial period or promotion for the Recurring Payments or One Click Payments service has ended,
    - b.** the terms or conditions for performing Recurring Payments or One Click Payments have changed,
    - c.** in accordance with the regulations of the International Payment Organizations, the consent of the Cardholder for subsequent charges as part of Recurring Payments expires, expires or requires renewal- the Merchant is obliged - using the Operator's Service - to conduct the process of obtaining consent for the execution of Recurring Payments with the Customer again or One Click Payments and Card registration.
  - 6.** The Merchant - by using the Operator's Service - undertakes to properly secure all data related to the processing of the Transaction under this Agreement, in particular regarding the Token, so that they are not used by unauthorized persons, contrary to their purpose. Operator has the right to check the manner in which this data is stored.
  - 7.** The Merchant undertakes that during the term of the agreement they will meet all the necessary requirements and rules for the protection of information regarding payment cards specified in the PCI-DSS (Payment Card Industry Data Security Standard) standards, published on the website

www.pcisecuritystandards.org, in particular, the Merchant will submit appropriate verification to confirm compliance with the PCI-DSS standards, according to the rules set out therein and to the extent depending on the number of transactions made with payment cards by the Merchant in a given period. During the term of the Agreement, the Merchant is obliged to provide, at each request of a Operator, the appropriate completed SAQ form, signed in accordance with the rules of representation or by a person authorized to act on behalf of the Merchant.

8. The Merchant undertakes to use the MO / TO software in accordance with the technical documentation and not to modify it without consulting Operator. In the event of a breach of these obligations, Operator may discontinue technical support. The Merchant undertakes to implement and follow the security procedures agreed with Operator related to the storage of Card data. The Merchant undertakes, at Operator's request, to make available all security procedures related to the activities related to this agreement. The Merchant will also provide Operator with the possibility to audit the security of the systems in which Card data is stored (if the Merchant has access to them). The Merchant will bear all liability, including penalties imposed by International Payment Organizations, in the event that data stored in Merchant's systems is leaked and / or used to carry out fraudulent transactions.

## **§ 5 – The method of concluding and implementing the contract for the provision of the IdoPay Service as well as the rights and obligations of the Operator**

1. Unless these Terms and Conditions provide otherwise - the contract is concluded through the tools on the Operator's website in the following steps: familiarizing with the provisions of the applicable Terms and Conditions IdoSell or IdoBooking and Price List, placing the order, accepting the provisions of the Terms and Conditions and Price List, which form an integral part of the contract, making the payment of the Activation Fee. In addition, a Merchant is asked to complete the KYC survey in consecutive steps and attach the relevant documents. Then the person representing or authorized to act on behalf of the Merchant - approves the contract and the completed survey – with the generated PIN. After the Operator made a positive verification of data and documents presented by Merchant in the abovementioned survey - the IdoSell agreement is concluded and the IdoPay Service is activated.
2. In order to apply financial security measures against Merchants having concluded IdoSell or IdoBooking service contracts - they will be asked within the time limit set by seven logins to the Shop's administration panel - to complete the KYC survey available in the CSC and accept it - with an individual PIN. The Operator's inability to verify the Merchant due to: failure to complete the KYC survey, incorrect completion and its correction, despite being contacted by the Operator, failure to contact Merchant - will terminate the concluded IdoSell agreement in the part regarding the IdoPay service with the immediate effect. Termination of the contract in the part concerning the IdoPay service - will be followed by a message.
3. In the case of contract assignment - the Assignee completes the KYC survey; the Assignee completes the KYC questionnaire in the manner described in section 1, the positive verification result made by a person authorized by the Operator - at the same time constitutes the Operator's consent to the assignment of the online Shop panel;
4. The Operator being an obligated institution within the meaning of Article 2 sec. 1 point 3 of the Polish Act on counteracting money laundering and financing of terrorism of 1 March 2018 (Journal of Laws of 2019, item 1115 as amended) [ustawa z dnia 1 marca 2018 r. o przeciwdziałaniu praniu pieniędzy oraz

finansowaniu terroryzmu (Dz.U. z 2019 r. poz. 1115 ze zm.)) applies financial security measures to a Merchant.

5. Financial security measures include, among others
  - a. Merchant identification and verification of their identity;
  - b. identification of the real beneficiary and undertaking justified actions in order to:
    - verify their identity,
    - establish the ownership and control structure - in the case of Merchant who is a legal person.
6. The Operator, applying the financial security measures referred to in section 5 above, identifies the person authorized to act on behalf of a Merchant and verifies their identity and authority to act on behalf of the Merchant.
7. Merchant identification consists in establishing in the case of:
  - a. a natural person conducting business activity:
    - name and surname,
    - citizenship,
    - the number of the personal identification number (PESEL) or date of birth - if no PESEL number was issued, and the country of birth,
    - series and number of the document confirming the person's identity,
    - home address,
    - name (business name), VAT number and main address of the place of business activity;
  - b. legal person:
    - name (company name),
    - organizational form,
    - the address of the registered office or business address,
    - VAT number, and in the absence of such a number - the state of registration, commercial register as well as the number and date of registration,
    - identification data referred to in section 7 letter a indent 1 and 3 of a person, who represents this legal person or an organizational unit without legal personality.
8. The identification of the real beneficiary includes determining the data referred to in section 7 letter a, indent 1 and 2, and if the Operator already has this information - also the data referred to in section 7 letter a, indent 3 – 5.
9. The identification of the person authorized to act on behalf of a Merchant includes the determination of the data referred to in section 7 letter a indent 1-4.
10. Verification of the identity of a Merchant, the person authorized to act on their behalf and the real beneficiary consists in confirming the established identification data on the basis of a document confirming the identity of a natural person, a document containing current data from an extract from the relevant register or other documents, data or information from reliable and independent source.
11. Identification of the Merchant, real beneficiary or a person authorized to act on behalf of the Merchant takes place by completing the KYC Survey and is obligatory for each Merchant. In addition, the Merchant is obliged to provide, at the request of the Operator conducting verification activities, other documents, data or information and provide any explanations.



12. For the purposes of applying financial security measures, the Operator may process the information contained in the identity documents of Merchant, real beneficiary and the person authorized to act on their behalf and make copies thereof. The data will be stored and processed by the Operator no longer than necessary for the implementation of the above-mentioned objectives and statutory obligations.
13. In order to perform the IdoPay service and only to the extent that it is necessary (e.g. ID granted by a card organization) - the Operator may transfer Merchant's personal data to other payment service providers, who will become independent administrators of this data.
14. In addition, the Operator, being obliged to use internal procedures aimed at preventing the use of the Service for money laundering or terrorist financing - reserves the right to apply cyclical and ad hoc financial security measures. For this purpose, the Operator may request the Merchant to provide relevant explanations, submit documents, etc. An explicit or implied refusal or lack of response on the part of Merchant will be seen as the impossibility of applying financial security measures implying the need to terminate economic relations. In this situation, the Operator on the basis of internal procedures will consider whether the inability to apply financial security measures will result in the need to notify the Polish Chief Financial Information Inspector [Generalny Inspektor Informacji Finansowej].
15. The IdoPay Service are available only to verified Merchants from Poland and certain European Union countries, provided that they fully apply to the e-commerce law applicable in Poland. As part of the IdoPay service, they may be used by Merchant only bank accounts carried out by suppliers established in Poland. Procedures for verifying the correctness of bank accounts and their owners are set by the Operator and he may change them in time. For security reasons, the Operator is not obliged to publish and inform Merchants about current verification procedures or their changes.
16. If Merchant uses payment card payments, they cannot process data related to payment cards, acquire or sell such data. Merchant undertakes, throughout the entire period of using the Main Service and IdoPay, not to use payment card order information for purposes other than accepting payments for products, services or access to content offered only through the Merchant and the Shop, for whose service is provided. The above Merchant commitment also applies to people associated with the Merchant.
17. The Operator in the provision of the IdoPay service is responsible for the security of payment card data, which for the needs of the service provided, holds, processes, transfers on behalf of the Payer and to the extent that it can affect the security of this data. To this end, the Operator is required to comply with the requirements of the Payment Card Industry Data Security Standard (PCI DSS) and to verify the above for annual audits.
18. The Operator handles the processes of chargeback complaints and the performance of obligations arising in connection with such complaints and Refunds resulting from the activities of Merchants. If eCard provides an instruction to deduct the amount advertised by the card issuer of the transaction (chargeback), the Operator deducts the amount advertised from the current payments due to the Merchants. If the payment to Merchant was made via a card, the refund procedure is carried out the same way.
19. The Merchant shall be able to access at the CSC, on an ongoing basis and free of charge, information:
  - a. enabling the identification of the payment transaction and, where applicable, the payee;
  - b. about the amount of the payment transaction in the currency in which the payer's payment account was debited or in the currency in which the payment order was submitted;
  - c. the amount of any charges for the payment transaction and, where applicable, a breakdown thereof, or information about interest payable by the Payer

- d. the exchange rate used in the payment transaction by the Payer's provider and the amount of the payment transaction after that currency conversion if the payment transaction involved currency conversion
  - e. about the value date used for debiting the account or about the date of receipt of the payment order.
- 20. The Operator shall provide the Services covered by these Terms and Conditions on the terms indicated in the Price List available on the Operator's website. All fees and commissions for the Operator are collected automatically from the funds transferred to Merchant resulting from the IdoPay service provided by the Operator.
- 21. The contract for the IdoPay service is concluded for an indefinite period.

## **§ 6 – Risk management**

1. The Operator acting as a Payment service provider under the risk management system, takes risk mitigation measures and introduces control mechanisms to manage operational risk and security breach risk in the provision of payment services, in particular by:
  - a. maintaining an effective incident management procedure, including for the purpose of detecting and classifying serious operational incidents and security-related incidents, including those of an IT nature;
  - b. ongoing assessment and updating of procedures in the area of operational and security risk management, including ICT security, as well as ongoing assessment of risk mitigation measures and control mechanisms.
2. If a serious operational incident or a security related incident, including the one of an IT nature, has or may have an impact on the financial interests of Merchants, the Operator shall without undue delay notify the incident of users using its services and inform them of available measures that they can take to limit the negative effects of the incident
3. As regards in the provision of Services by the Operator as a Payment service provider, the parties exclude the application of the provisions of the section II of the Polish Act on Payment Services of 19 August 2011 with the exception of the Article 32a aforementioned Act.

## **§ 7 – Suspension of the transaction, notification to the relevant authorities**

1. The Operator is not a party to electronically concluded sale or reservation purchase agreements between the Payer and the Merchant and is not responsible for the performance of such concluded contracts or their validity.
2. This IdoPay Terms and Conditions does not regulate and does not affect the rules on the basis of which the Payer is obliged to pay fees related to:
  - a. execution of the Payment order under contracts concluded with the Payers Bank or the Merchant;
  - b. incurring costs of data transmission over the Internet related to the use of the Service.
3. These Regulations do not regulate and do not affect the rights and obligations of the Merchant and the Merchant's Bank arising from their legal relationships, in particular related to:
  - a. maintaining and servicing a Bank Account;
  - b. execution of Payment orders, including the non-irrevocable payment order by the Bank of the Merchant for intra-bank or interbank settlements for Payments on the next settlement day following the day of submitting to Operator information about the submission of the Payment order by the Merchant.

4. The Operator reserves the right to suspend the transaction and notify:
  - a. the General Inspector of Financial Supervision in the event of reasonable suspicion that a specific transaction may be related to money laundering and terrorist financing;
  - b. the competent prosecutor in the case of reasonable suspicion that the assets subject to the transaction originate from a crime other than the crime of money laundering or terrorist financing or a tax crime or are connected with a crime other than the crime of money laundering or terrorist financing or with a tax crime;

## § 8 – Complaint procedure

1. Complaint application may be submitted:
  - a. in writing in person at the Operator's headquarters or by post to the address of the Operator's headquarters,
  - b. in oral form by phone or in person during visit to the Operator's headquarters, whereby the Operator draws up a written report on the basis of a complaint submitted in person at the company's headquarters,
  - c. in electronic form via the Ticket or by e-mail to [pay@idopayments.com](mailto:pay@idopayments.com).
2. The Operator will consider the Complaint application within 15 days from its delivery, and then send the Shop's customer a response indicating the decision and its justification:
  - a. in writing - by post sent to the Shop's customer's address indicated in the complaint application (by default),
  - b. in electronic form - by e-mail sent to the Shop's customer's address indicated in the complaint application (only at the Shop's customer's request).
3. In particularly complicated cases preventing the consideration of a complaint and providing an answer within the time limit referred to in point 2, the Operator:
  - a. explains the reason for the delay;
  - b. indicates the circumstances that must be determined in order to consider the case;
  - c. specifies the expected date for considering the complaint and providing a response, no longer than 35 business days from the date of the complaint receipt.
4. To comply with the deadlines referred to in section 2 and 3 letter c, it is sufficient to send responses before their expiry, and in the case of responses given in writing - to send them to the post office of a designated operator within the meaning of Article 3 point 13 of the Polish Act - Postal Law of 23 November 2012 (Journal of Laws of 2012, item 1529, as amended) [Ustawa z dnia 23 listopada 2012 r. Prawo pocztowe (Dz.U. z 2012 r. poz. 1529 ze zm.)].
5. In the event of failure to meet the deadline set out in section 2, and in certain cases the deadline set out in section 3 letter c, the complaint shall be considered in accordance with the applicants will.
6. The response to the complaint should include in particular:
  - a. factual and legal justification, unless the complaint was examined in accordance with the client's will,
  - b. comprehensive information on the position of the financial market entity regarding the objections raised, including an indication of the relevant fragments of the adequate standard contract or contract;
  - c. name and surname of the person providing the answer indicating his / her official position;

- d. specification of the time limit within which the claim raised in the complaint examined in accordance with the will of the applicant will be implemented, no longer than 30 days from the day the reply is prepared.
7. If the claims arising from the applicant's complaint are not taken into account, the content of the reply should also include information on the possibility of:
  - a. appeal against the position contained in the reply, if the Operator provides for an appeal procedure, as well as how to lodge this appeal;
  - b. use a mediation institution or an arbitral tribunal or other mechanism for amicable settlement of disputes, if the Operator provides for such a possibility;
  - c. requesting the Financial Ombudsman to examine the case;
  - d. bringing an action to a common court with an indication of the entity that should be sued and the court with territorial jurisdiction to hear the case.
8. The Operator informs that the applicant has the right to submit a request to examine the case to the Financial Ombudsman (<https://rf.gov.pl>). The Financial Ombudsman is an entity authorized to settle out-of-court consumer disputes as well as disputes between entrepreneurs regarding the provision of financial services. Disputes arising from the provision of payment services at the request of the applicant may also be resolved by the Arbitration Court at the Polish Financial Supervision Authority (<https://www.knf.gov.pl> -> the "Arbitration Court" tab). Detailed information on amicable dispute resolution is available at <http://www.polubowne.uokik.gov.pl>. The applicant who is a consumer is also provided with an electronic link to the ODR platform regarding out-of-court dispute resolution between consumers and entrepreneurs: <https://ec.europa.eu/odr>.
9. The Merchant is obliged to store all paper and electronic documents related to each transaction for a period of not less than 3 years, in particular a copy of the invoice confirming the transaction, reliable confirmation of delivery to the Payer of the goods or service being the subject of the transaction for which payment is made; or justification for non-delivery. The above documents and other requests Merchant is obliged to present immediately at each Operator's request (no later than within 3 business days of the Operator submitting the request), in particular in the event of a chargeback complaint. Untimely submission of documents and information requested or their failure to provide is tantamount to considering the complaint and charging the Merchant with the amount of the transaction being claimed. The Merchant undertakes to pay an additional chargeback fee for the benefit of the Operator for each accepted chargeback complaint filed by the Payer. If the chargeback complaint is accepted – the Merchant will be charged with the value of the processed transaction which the chargeback was related to. The Merchant agrees to automatically deduct chargeback fees and transaction amounts from the CSC balance in the event of a recognized chargeback complaint. In particular, the Operator may secure a certain amount on the CSC balance against the procedures related to chargeback complaints. If the CSC balance is negative (debit) or the IdoPay service will be discontinued, in order to settle the chargeback complaint, the Operator has the right to top up the CSC balance with funds from the Merchant's balance, including funds coming from withdrawals directly to the account - up to the amount of the debit.

## § 9 – Rules of liability

1. The Operator is in no way responsible for any incorrect processing of the order by the Merchant on behalf of the Payer.

2. The Operator is liable for non-performance or improper performance of Services on the principles set out in the UPP.
3. The Operator is liable for damage resulting from non-performance or improper performance of its obligations under the Agreement in accordance with the provisions of the Polish Civil Code.
4. The Operator's liability for damages is limited only to actual, documented losses and does not include benefits that the injured party could achieve if the damage had not occurred.

## **§ 10 - Amendments to the agreement**

1. During the term of the contract, the operator has the right to terminate the contract by giving 2 months' notice, and make the necessary changes to these Regulations. The foregoing does not exclude the possibility of termination of the contract in the event of significant breaches of the Terms and Conditions on general terms.
2. The Merchant will be informed about any planned amendment to the Regulations or the Price List no later than 2 months before the proposed date of its entry into force.
  - a. Merchant's lack of objection to the proposed amendments to the Regulations before the proposed date of their entry into force is equivalent to consenting to them.
  - b. The Merchant has the right to refuse to accept the new Regulations and the Price List before the proposed amendments come into force. Lack of acceptance of the new Regulations and the Price List is equivalent to giving notice on general terms with effect from the date of informing the Merchant about the change in the Regulations or the Price List, but no later than from the date on which these changes would be applied.
  - c. If the Merchant objects in accordance with letter b, but fails to terminate the contract, the contract shall expire on the day preceding the effective date of the proposed changes, free of charge.
  - d. In the event of a termination notice, before the entry into force of the new Price List and the Regulations, if it is clearly indicated by the Merchant, the Regulations and Price List shall apply in force on the date of submitting the notice.
  - e. Changes in the functionality of the Service are not subject to retention in the previous version or functionality in the event of termination, unless they prevent the Merchant from normal operation of the Service, i.e. conducting online sales.
  - f. Changes in the functionality of the Service in the scope of integrated third party services are not subject to retention in the previous version or functionality in the event of termination.