Polskie ePłatności Terms of Service

I. Definitions

1. **Acquirer** - Polskie ePłatności – Polskie ePłatności Sp. z o.o., a limited liability company incorporated and operating under the laws of the Republic of Poland, with its registered office: Tajęcina 113, 36-002 Jasionka, Poland, registered under KRS number 0000227278, NIP 586-214-10-89, REGON 220010531, with a share capital amounting to PLN 12.000.000.

2. **Merchant** - an entrepreneur who is a natural person, legal person or other entity having legal capacity that (i) sells goods and/or services over the Internet and (ii) has signed the Agreement with Polskie ePłatności.

3. **Payment Gateway** - means a functioning software that is linked with authorization and clearing centers, acquiring banks and other financial institutions, and enables transfer of data to their information systems where online payment transactions (such as credit card payments, MOTO and online payments, recurring payments) initiated by the Customers.

4. **Acquiring Service** - payment service as defined by the Act on payment services, enabling execution of payment transactions initiated by, or via, the Merchant, by means of the Customer's payment instrument, which service involves, among else, operating authorization process, transmitting payment orders (Payments) to the Intermediary Institutions, and is designed to provide the Merchant with funds due to it (the Merchant); the service does not cover clearing and settlement under the payment scheme as defined by the Act on settlement finality in payment and securities settlement systems and the supervision of such systems.

5. **Chargeback** - means a Payment made with a credit card which is being disputed by the Customer where the relevant claim is submitted to the Intermediary Institution in its capacity of an issuer or operator of the card, resulting in charging the Merchant with the value of the disputed transaction or its part.

6. **Business Day** - means a day falling from Monday to Friday excluding public holidays.

7. **Intermediary Institution** - institution which participates in the process of transferring Customer's financial funds in favor of the Merchant in order to execute a Payment, especially a bank, acquiring and clearing center, payment service provider, Card Associations such as MasterCard, American Express, JCB, Diners Club, electronic money institution.

8. **Card Association** - an entity which defines the rules for issuing and accepting cards, in particular Visa, MasterCard, American Express, JCB, Diners Club, Maestro.

9. **Customer** - a person who pays for goods or services offered by the Merchant on Merchant's website.

10. **Merchant Account** - means a subpage of Acquirer's IT system assigned to the Merchant which it may access via https://merchant.paylane.com only with the use of a correct login and password; the Merchant Account is also a clearing account and an administrative panel, which allows the Merchant to manage its data connected with Payments and enables Acquirer to communicate with the Merchant; the Merchant Account can, at the same time, be a settlement/current account where Acquirer renders Acquiring Services for the benefit of the Merchant.

11. **Services** - all services rendered by Acquirer to the Merchant under the Agreement, including in particular payment services, services related to the Payment Gateway and the Seller's Account.

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12. **Payment** - a payment online transaction initiated by the Customer via the Payment Gateway in consideration for goods or services purchased from the Merchant at the latter's website.
13. **Refund** - a repayment of funds to the Customer initiated by the Merchant and effected by Acquirer.
14. **Reversal** - reversal of the funds originally transferred as Payment, initiated by the Customer or the Intermediary Institution, particularly as a result of (i) absence of the Customer's consent to make a Payment, (ii) withdrawal of previous consent, or (iii) inconsistency in the Customer's data or in payment account.
15. **Resale** - a successive Payment (made with or via credit card, PayPal, direct debit), initiated by the Merchant through the Payment Gateway and on the same transaction ID as attributed at the time of the Customer's original Payment when the Customer also agreed to further Payments.
16. **Rolling Reserve** - a pre-defined percentage of funds collected on the Merchant Account which are excluded from the Merchant's disposal for a fixed period of time in order to secure any possible claims of Acquirer or the Intermediary Institution against the Merchant.
17. **Main Contract** - a framework contract for the provision of payment services by Acquirer to the Merchant, constituting an integral part of the Agreement.
18. **Commercial Terms** - detailed provisions of the Agreement agreed directly with the Merchant, defining the detailed scope, manner and place (website) of the Services provided and their prices.
19. **Terms of Service** – these Acquirer Terms of Service describing the general principles of providing Services and maintaining the Payment Gateway and the Merchant Account, constituting an integral part of the Agreement.
20. **Privacy Policy** – document presenting information on personal data protection in Acquirer, available at the address: https://pep.pl/online/en/polityka-prywatnosci/.
21. **Agreement** - all documents and fixed arrangements constituting an agreement concluded between the Merchant and Acquirer, including the Main Contract, Commercial Terms, Privacy Policy and these Terms of Service, as well as any supplements, annexes, changes, modifications, extensions and amendments made on their basis concerning the Services provided.

II. General provisions

1. The purpose of these Terms of Service is to establish the rules of cooperation between the Merchant and Acquirer with regard to the use of the Services which enable the Merchant to accept Payments from Customers for goods or services purchased on the Merchant's website.
2. Acquirer declares that it does not render banking services.
3. Acquirer declares that it has introduced anti-money laundering and counter- terrorism financing procedures and that it is subject to supervision by the Financial Supervision Commission and the Polish National Bank in terms of payment of services.

III. Acquirer Services

1. The Services consist in making the Payment Gateway available to the Merchant in the Service-as-a-Software model in order for the latter to be able to make Payments via

Intermediary Institutions. A list of payment channels available to the Merchant and the Merchant's website with which the Payment Gateway is to be integrated shall be defined by the Parties in the Agreement or in the Merchant Account.

2. In execution of the Services Acquirer shall specifically:

   1. grants access to one of two methods by which the Merchant's website may be integrated with the Payment Gateway, one of which consists in redirecting the Customer via the Payment Gateway from the Merchant's website to Acquirer's where there is a secure transaction form, and the second – in enabling transmission of all the data entered by the Customer at the Merchant's website to Acquirer systems via Acquirer API;

   2. enables the Merchant to:

      1. transfer transaction data related to Payments from Acquirer systems to a respective Intermediary Institution which then enables processing the Payment (e.g. in the case of a credit card payment or direct debit); or

      2. redirect the Customer to the website of a respective Intermediary Institution which enables Payments (e.g. in the case of a wire transfer or giropay);

      3. Unless a relevant Intermediary Institution rejects the Payment, the monetary funds will be transferred to the Merchant's individual payment account in accordance with rules specified in the Agreement's documents, whereas the outcome of such transaction shall be recorded in the Merchant Account;

      4. opens a Merchant Account so as to let the Merchant: register, manage, administer transaction data, and, in particular, view lists of Payments made, authorization and sales errors lists, lists of Refunds, Reversals and Chargebacks, manually initiate Refunds or Resales; where Acquirer renders Acquiring Services for the benefit of the Merchant, the Merchant Account offers the option to register information on funds collected by Acquirer as a result of Payments made via the Payment Gateway;

      5. enables the Merchant to accept monetary funds through various channels of payments, such as card payments, direct debits, giropay, PayPal, iDEAL, wire transfers, SOFORT Banking.

3. Acquirer opens a Merchant Account and provides the Merchant with a user name and password, an API user name and password, as well as other data necessary to use a secure transaction form. The Merchant must keep its user name and passwords in secrecy, and may not reveal them to unauthorized persons.

4. The Services will operate correctly on the most current versions of the following web browsers: Internet Explorer, Mozilla Firefox, Safari, Chrome and Opera.

5. Access to the Services may be changed, or partially or completely suspended, when, and to the extent, justified by pertaining circumstances, such as where it is necessary to ensure a secure and stable environment for the Services, where changes in the applicable law so require, where repairs, maintenance works, adaptations, changes or additions to the software are required, or where measures to locate and remove the malfunctions of the Services need be applied. In the above-mentioned situations interruptions of or interferences with the Services are deemed in conformity with the Agreement and do not result in Acquirer's liability toward the Merchant. Unless suspension of the Services stems from unplanned and unforeseen disruptions, Acquirer will inform the Merchant about the Services suspension in advance. If possible, all maintenance works will be performed at night.

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IV. Acquirer rights and obligations

1. Acquirer shall:
    1. provide the Merchant with access to the Services throughout the term of the Agreement – on terms and conditions set out in these Terms of Service, including by furnishing the user name and passwords;
    2. keep the Merchant posted on Payments made via the Payment Gateway, and especially via the Merchant Account;
    3. transfer the funds stemming from correctly processed Payments that have been made via the Payment Gateway and collected for the Merchant to the payment account indicated by the Merchant;
    4. provide the Merchant with all the information necessary to effectively integrate its website with the Payment Gateway, including information concerning incorporation of appropriate logos and signs of Acquirer and Intermediary Institutions, and shall provide technical support in that scope.
2. Acquirer has the right to demand from the Merchant any such confirmation as appropriate that the Merchant has supplied goods or services for which the Payment has been made.
3. Acquirer has the right to make statements to the Merchant via the Merchant Account in the form of appropriate announcements. Such statements become effective when posted on the Merchant Account. The aforementioned right does not apply to Acquirer statements made with respect to termination or modification of the Agreement where the parties shall communicate in writing.
4. Acquirer reserves the right and the Merchant agrees, that at any time, both before and after the conclusion of the Agreement, Acquirer is entitled to:
    1. take action to identify the Merchant and apply risk-based appropriate measures to verify his identity,
    2. take actions to obtain data concerning the identity of the Merchant, including persons representing the Merchant,
    3. monitor business relations with the Merchant, including verification of Payments carried out - to ensure that Payments type and character are consistent with the information possessed by Acquirer regarding the Merchant and the profile of its business activity and related risks,
    4. obtain information concerning the purpose and nature of business relations intended by the Merchant and additional information allowing Acquirer to assess the Merchant and each Payment, including data held by the Merchant – within the limitations permitted by the laws on counteracting money laundering and terrorist financing, protection of personal data and business secrets,
    5. assess the Merchant's compliance with the provisions of the Agreement,
    6. evaluate the Merchant's performance of obligations towards Customers related to Payments and verify the manner of handling these Payments.

V. Merchant rights and obligations

1. The Merchant shall:
    1. use the Services in accordance with applicable laws and all the documents making up the Agreement;

2. use the Services strictly for the purpose of receiving payments for only such goods or services that fall into the categories reported to and accepted by Acquirer and are offered by the Merchant on the websites previously approved by Acquirer;

3. restrict the possibility of making payments via the Payment Gateway only to those currencies and payment channels which have been covered by the Agreement;

4. regularly review and control Payments initiated with the use of the Payment Gateway, and notify Acquirer promptly of any suspected unauthorized activity, especially an unauthorized or incorrect Payment;

5. place Acquirer logotype on their website (the logotype being in this very instance a link redirecting to the Payment Gateway main page) and keep it for the duration of the Agreement; the obligations set out in the preceding sentence shall apply accordingly to logos of the Intermediary Institutions and any such payment systems the payment channels of which the Merchant has chosen to apply for the purposes of collecting Payments;

6. maintain Internet connection and its website integrated with the Payment Gateway, and deliver timely and diligently all goods and services sold by the Merchant;

7. collect, store and transmit appropriate transaction and Customer information in a secure manner, protect the privacy of such data, and comply with requests from Acquirer to take reasonable actions to maintain the security and integrity of the Services.

2. As long as provision of Acquiring Services is concerned, the Merchant shall authorize Acquirer to collect funds stemming from Payments made via the Payment Gateway for the purpose of subsequent transmission of the funds to the Merchant. The Merchant shall contractually establish with the Customer – due regard being given to the implication of intermediary services as described hereinabove in the process of transferring funds – the moment when the Customer is deemed to have performed the pecuniary obligation toward the Merchant.

3. The Merchant may not accept Payments from the Customer before delivery of goods or provision of services unless the Customer has agreed to receive the prepaid good or service and the Merchant has promptly informed the Customer when the goods or services are to be rendered.

4. The Merchant shall ensure the website which has been integrated with the Payment Gateway is available in at least one of the European languages and include or provide for the following:

1. name (including DBA) of the Merchant, as well as contact details, including the exact addresses of registered office and branches and telephone number,

2. detailed description of goods and services offered by the Merchant on its website,

3. privacy policy of the Merchant, including information about transferring personal data of the Customers to Acquirer,

4. terms and conditions of delivery of goods and/or provision of services by the Merchant that cover the information that the Payments made via the payment channels established in the Agreement are processed by Acquirer, and that define: rules for service/goods delivery, goods return, refund policy in case the Customer's complaint is accepted, the complaint procedure including the contact data (email address or telephone number) to the customer service office,

5. specification of the settlement currency, fees charged for the delivery, packaging, taxes, or otherwise;

6. communication to the Customer – where the Merchant's websites or services are

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provided for a test period – by the Merchant, at the right time, when the trial period ends and when the obligation to pay arises, and how the Customer may cancel the service;

7. notification of the Customer – after submission of an order by the Customer and successful authorization of Payments – of such submission and authorization in writing or in electronic form as per the message received from Acquirer;

8. any other information required by the applicable law governing, in particular, electronic services, distance sales, consumer law.

5. The Merchant must not accept Payments if it has a reason to believe that a particular payment instrument is being used by an unauthorized person or a payment made in disagreement with applicable laws, in particular for illegal purposes.

6. The Merchant shall promptly inform Acquirer of any changes referring to the object of Merchant's business, its legal form, address, bank details, type of goods/services offered, changes in the ownership structure of the Merchant, as well as of any significant changes in the Merchant's privacy policy or terms and conditions of provision of goods and services. The Merchant shall be fully liable for damages incurred by Acquirer or Intermediary Institutions as a result of failure to transmit promptly the information of such changes to Acquirer.

7. If the Merchant receives the Customer's personal data from Acquirer, the Merchant may use such data solely for the purpose of executing the obligation resulting from the Payments made, save as stipulated in binding provisions of law (e.g. Customer's consent, request from public authorities).

8. The Merchant shall keep the documents attesting to the performance of obligations as contracted for against the Payment, and all other documents related to transactions (estimates, invoices, proof of delivery, etc.), for at least two years of making of Payments, and deliver them promptly at each and every request of Acquirer. This provision shall apply also upon termination of the Agreement.

VI. Prohibited practices

1. The Merchant is prohibited from following acts and omissions:
    1. uuse of the Services in a manner that violates applicable laws, runs afoul of good practices, or infringes on any third-party rights. In particular, the Services may not be used to sell goods or services where the sale thereof is prohibited by law or Acquirer policies (as regards the use of the Payment Gateway), their content is unethical, or where any such sale is regulated and the Merchant has not obtained a proper license or permit;
    2. sublicensing, renting, or otherwise making any part of the Services available for use to any third party;
    3. providing information that is false, inaccurate or misleading;
    4. refusal or evasion by the Merchant of the duty to confirm its identity or any other information provided to Acquirer;
    5. attempt to illegally benefit from two sources of revenue, for instance by collecting or seeking to collect funds both from Acquirer and Intermediary Institution for the same transaction;
    6. conducting business or using the Services in a way which may result in complaints, disputes, Chargebacks, fees, penalties and other charges imposed on Acquirer, the Merchant or third parties;

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7. any such action or forbearance which may expose Acquirer to: credit or fraud risk, risk of breaching its obligations with respect to anti- money laundering and counter-terrorism financing or other legal obligations, or sudden increase of such risks (assessed in accordance with the procedures adopted at Acquirer, on the basis of information available to Acquirer);
8. making attempts to decipher Acquirer's source code, in part or in its entirety;
9. taking any action which imposes an unreasonable or disproportionately large workload on Acquirer websites or infrastructure.

2. It is forbidden to post on the Merchant's websites which are used to accept Payments any content which violates the applicable law or which has been prohibited by Intermediary Institutions.

VII. Payments

1. Once Acquirer has confirmed correctness of the Payment as made by the Merchant, Acquirer shall automatically inform the Merchant of such Payment by posting an appropriate announcement in the Merchant Account. The Merchant commits to refrain from filing claims or initiating legal action against the Customers based on a late release of Payment by Acquirer to the Merchant.

2. The Payment confirmed by Acquirer may not be unilaterally cancelled by the Customer or the Merchant, except in the cases of Refunds, Chargebacks and Reversals.

3. To the extent Acquiring Services are rendered in the Merchant's favor, funds collected in the Merchant Account shall be released to the Merchant within the term agreed in the Main Contract, no earlier however than the moment the funds are received by Acquirer on its own bank account. However, if daily releases are explicitly agreed in the Commercial Terms, payments due to the Merchant for Payments made within the last 24 hours before 12.00 p.m. (Polish time) on the day on which the funds can be released to the Merchant in accordance with the Agreement, Acquirer may make payments to the Seller for such Payments despite the fact that Acquirer has not received such funds on its own bank account. For the avoidance of doubt, this provision does not affect the Main Contract or Commercial Terms which may determine further or more detailed terms of Acquirer's payments to the Seller than those described in this Terms of Service.

4. Acquirer charges the Merchant for the Services provided as per the terms and conditions stipulated in the Commercial Terms. Acquirer does not collect any fees from the Customers.

5. Any fees and commissions collected by Acquirer shall be confirmed on a pertaining invoice issued by Acquirer. The Merchant agrees to receive invoices in an electronic form. The invoices will be posted on an appropriate tab in the Merchant Account within the payout dates as defined in the Commercial Terms.

6. Any payment instructions involving currency conversion shall be performed at the exchange rate (buy or sell rate) provided for in the Acquirer Currency Exchange Table in operation at the time of acceptance by Acquirer of a payout execution instruction. The Acquirer Currency Exchange Table is available in the Merchant Account.

7. Insofar as Acquiring Services are concerned, the total amount of funds to be paid out to the Merchant shall be shown in the Merchant Account.

8. Any repayment of funds to Customers, with respect to Payments made, are subject to the following rules:
    1. the Merchant is exclusively responsible for those repayments, and also for any

additional fees or penalties connected therewith as imposed by Acquirer or Intermediary Institutions; it refers in particular to Refunds, Reversals or Chargeback fees;

2. commissions and fees collected by Acquirer for processing the Payment which subsequently has been repaid shall not be returned to the Merchant;

3. if the Customer demands repayment of a given Payment, Acquirer will promptly inform the Merchant thereof;

4. the Merchant shall cooperate closely with Acquirer (and so, promptly, but no later than within 7 days, provide appropriate information and submit required documents) in order to explain the circumstances regarding the request for repayment;

5. the repayment of funds on a particular Payment is made via the same payment channel through which the Payment was originally made;

6. where Acquirer provides Acquiring Services:

   ▪ any and all repayments which Acquirer makes for the Merchant shall adequately reduce the amount of funds collected in the Merchant Account. If the money from the very Payment that is subject to repayment procedure has already been paid out to the Merchant, an appropriate amount will be deducted from the next payout. If the funds intended for the next payout are insufficient to cover the costs of repayment then the Merchant shall pay the difference on the basis of an invoice or a debit note issued by Acquirer within the payment date indicated therein (however in no shorter term than 7 days);

   ▪ Acquirer reserves the right to terminate the Agreement with immediate effect where said invoice has not been paid;

   ▪ where the Merchant does not have sufficient funds in the Merchant Account to cover the operational costs of the repayment, or where satisfaction of the repayment demand would involve excessive difficulties or costs disproportionate to the amount of the actual repayment, Acquirer may refuse the demand (excluding a Chargeback and Reversal) and in so doing it must inform the Merchant thereof.

9. Acquirer cooperates with Intermediary Institutions which participate in the transfer of payments by the Customer to the Merchant in order to execute the Payment. In case of rendering Acquiring Services by Acquirer, the Merchant is assigned with the Merchant's Account, in which settings are indicated the Intermediary Institutions assigned to particular payment methods (or acquirers - in the case of card payments). Acquirer is a partner of, among others, the following acquirers:

   1. 10. eCard Spółka Akcyjna WireCard Bank https://www.ecard.pl/pl/kontaktwirecard EVO Payments www.evopayments.com/contact-evo/

   2. PayVision www.payvision.com/card-payments/contact

VIII. Special provisions for Card Payments. 3D Secure authentication platform

1. If the Merchant chooses payment cards as a payment channel, Acquirer will make such

payment channel available once the Merchant and its relevant website have been accepted by both Acquirer and proper Intermediary Institutions included in the payment system appropriate for payment cards chosen by the Merchant. Each additional website via which credit card Payments are to be collected is subject to the acceptance procedure defined in this Clause 8.1.

2. The Merchant accepts and acknowledges that Intermediary Institutions may deny the Merchant access to the payment card system or may demand that the Merchant be excluded from the system at any time and for any reason, especially when an excessive volume of Chargebacks is expected in the Merchant's business, or the Merchant infringes the Rules and Regulations or applicable law or standards fixed by those Intermediate Institutions, or there is insufficient liquidity (bad scoring), or the Merchant performs activities which are fraudulent.

3. The Merchant shall obey rules and regulations governing: security of payment transactions, alleviation of Chargeback risk, allowed website content, and use of trademarks of Intermediary Institutions. The Merchant accepts and acknowledges that Card Associations may change the security standard applicable to payment transactions at any time, and prohibit the Merchant, on pain of an exclusion from the payment card system, from engaging in any conduct the Card Associations deem potentially injurious to these associations, in terms of their reputation, or integrity of their payment system or security of the confidential data. The Merchant shall refrain from undertaking any actions that could interfere with or prevent altogether the exercise of the Card Associations' proper rights.

4. The Merchant shall comply with the following rules regarding acceptance of card payments:

    1. it is forbidden to reiterate initiation of a particular Payment where the Payment was previously rejected by the Intermediary Institution;

    2. it is forbidden to accept Payments with credit cards for goods or services which are not offered by the Merchant in the course and within the scope of its own business, or which are provided by order of a third party, or which are provided by different providers; in particular the Merchant may not settle in a single Payment any such transactions which compound sales of the Merchant's own goods or services with those of other providers, including related entities (ban on cross- selling);

    3. the Merchant's commercial offers must not mislead or otherwise give a false impression that the Card Associations are themselves providers of the goods or services offered by the Merchant;

    4. it is forbidden to discriminate against Payments made with payment cards or against Customers who use that method of payment, especially by way of imposition of extra charges for Payments made with payment cards or requisition of additional protection (securities, guarantees or the like);

    5. it is forbidden to accept Payments made with a payment card on loans granted by the Merchant, or in virtue of repayment of a cash paid by the Merchant or redemption of bad debts or bad checks;

    6. it is forbidden to demand any such additional information from Customers who make Payments with a payment card which is not indispensable to perform services;

    7. it is forbidden to establish a minimum or maximum limit on transaction value with respect to Payments made with a payment card;

    8. it is forbidden to accept the so-called split sales transactions, that is to accept payment for a given good and/or service made in (divided into) several separate Payments;

    9. it is forbidden to demand from the Customer to waive the right to dispute a Payment

made with a payment card;

10. full details of the Merchant, including the company or name of the Merchant and its address and country must be presented to Customers in a visible and direct manner on the order screen or on the screen immediately preceding the order placement and payment;

11. if the Merchant offers the possibility to make regular Payments by credit card (i.e. recurring payments) for goods or services, the Merchant shall explain on its website how to cancel on-line the recurring payments order for goods/services; the Merchant shall refrain from initiating recurring payments if the Customer has cancelled the relevant order;

12. the Merchant shall meet the security requirements defined by the Payment Card Industry Data Security Standards (PCI DSS); in particular the Merchant is obliged to ensure appropriate encryption of the payment card details while they are being transferred; more information regarding the subject matter may be found at: www.pcisecuritystandards.org;

13. the Merchant is entitled to process the payment card details solely in the scope specified in Payment Card Industry Data Security Standards (PCI DSS) and provided all necessary security requirements are implemented; it is forbidden for the Merchant to share or sell data connected with payment cards;

14. the Merchant is obliged to cooperate closely with Acquirer and Intermediary Institutions, including Visa and MasterCard, in order to explain all doubts connected with Payments made with payment cards, especially any complaints connected with them. In particular, the Merchant is obliged to promptly provide, at each and every request of Acquirer or the Intermediary Institution, all necessary information and documents regarding the complained transaction, contract from which the Payment results, as well as evidence attesting to provision of the services for which the Payment has been made;

15. Acquirer may refuse the processing of a Payment made with a payment card, and shall immediately inform the Merchant thereof, if:
    - a relevant Intermediary Institution has declined Payment authorization, in particular due to invalidity of a payment card, credit card cancellation (blocking), inability to obtain Payment, refusal of authorization or negative 3DS authentication result, or detection in the monitoring process that the Payment can be fraudulent, or
    - according to Acquirer's good judgment the processing of a Payment exceeds the level of transaction risk acceptable by Acquirer.

5. If the Merchant exceeds the percentage limits of Chargebacks allowed by a relevant Intermediary Institution and there are no grounds to expect that the Merchant may successfully object to these Chargebacks or it does not undertake any actions to object to them successfully – Acquirer may undertake, on the Merchant's behalf, any such actions that could minimize a negative effect of these Chargebacks, and to this end, for instance, initiate a Refund – without assuming any liability toward the Merchant in that regard. The above-mentioned entitlement does not supersede, hamper or otherwise affect Acquirer's rights as defined in Section 13 of these Terms of Service.

6. Within the scope of the Services provided, in particular on the basis of arrangements made in the Commercial Terms, Acquirer may enable the Merchant to use the Cardinal Platform for Merchant Authentication ("Platform"), which enables online merchants to participate in "Verified by Visa" and "MasterCard SecureCode" payment programs, allowing additional

security confirmation of transactions made without the physical use of the card via the Internet, within online services offering this type of service, by additional logging in or entering a personal password, which he set when registering for the service, as well as in alternative payment models - PayPal and Bill-Me-Later. A detailed description of the Platform is available on the Cardinal Commerce website. Acquirer and Merchant may establish additional remuneration for the verification of a single transaction via the Platform in the Commercial Terms.

7. With the exception of the explicit guarantees set forth in the Terms of Service, Acquirer makes the Platform available on an "as is" basis. Acquirer makes no warranties to the Merchant in this regard, whether express, implied or statutory, including but not limited to any implied warranties of commercial use or suitability for a particular purpose and non-infringement of third-party rights. No oral or written information or advice provided by Acquirer or its employees or representatives shall constitute a guarantee or in any way increase the scope of Acquirer's obligations under the Agreement.

8. Except in cases of gross negligence or willful misconduct, neither the Merchant nor Acquirer shall be liable to the other Party or a third party for consequential, indirect, special, incidental or other special damages arising out of or related to the Platform, whether foreseeable or unforeseeable, or based on breach of any express or implied warranty, breach of contract, misrepresentation, negligence, tort or any other legal basis (including, without limitation, damages for loss of data, goodwill, lost profits, investment, inability to use money or products); In no event shall Acquirer's aggregate liability towards the Merchant or third parties arising out of or in connection with the provision of the Platform exceed the amount received from the Merchant under the Agreement for the use of the Platform, whether based on warranty, contract or tort or otherwise.

9. Both the Merchant and Acquirer are entitled to terminate the Agreement in the part relating to the use of the Platform with 1 months' notice effective at the end of a calendar month.

10. Access to the Platform expires upon termination or expiration of the Agreement or cooperation between Acquirer and Cardinal Commerce Corporation in respect of the Platform, of which the Merchant will be informed.

IX. Support service and complaint procedure

1. Dedicated consultants are assigned to every Merchant to provide support with Services. Polskie ePłatności shall also provide support via email: support@pep.pl and telephone: +48 17 859 69 69.

2. Each time the Merchant requests support from Acquirer, the former is obliged to provide the Merchant Account name or its own business name/name and surname, and email address. Acquirer does not respond to anonymous support requests. Acquirer ensures that its consultants will respond as soon as possible. Normally a response is provided within two business days after receiving a relevant request.

3. Acquirer processes complaints regarding Payments and the Payment Gateway as filed by Merchants, and assists Merchants in processing that type of complaints as submitted by Customers.

4. The complaints should be:
   1. sent electronically to: support@pep.pl or by electronic complaint form accessible by the Merchant Account or
   2. filed in writing-personally in Acquirer's registered office (address:Polskie ePłatności

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Obsługa klienta: support@paylane.com, NIP: 586-214-10-89, REGON: 220010531, KRS: 0000227278
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   Sp. z o.o. Tajęcina 113, 36-002 Jasionka) or sent by registered post to the address above,

   3. filled orally, on the tel. no.: +48 17 859 69 69.

5. Each complaint shall include: Merchant name, Customer name, e-mail address and description of a disputed issue. Acquirer does not respond to anonymous complaints.

6. Acquirer will acknowledge receipt of the complaint by email provided by the Merchant or in writing.

7. Where investigation into a complaint requires additional information or documents, the Merchant shall provide the same to Acquirer at Acquirer's request without delay.

8. Acquirer resolves complaints without delay and no later than within 30 days of their submission or their completion by necessary additional information or documents by the Merchant. In complex issues while Acquirer is unable to provide the response within above time limit, Acquirer shall:

   1. inform the Merchant of the reasons of the delay;

   2. indicate which additional issues need to be addressed;

   3. indicate the date on which the final response will be provided (which in case the Merchant is a natural person shall not exceed 60 days within the day on which the initial complaint is submitted).

9. In case the Merchant is a natural person, Acquirer shall inform the Merchant on the final response in writing, by electronic medium or by email (on the Merchant's request). In case the Merchant is not a natural person, Acquirer reserves its right to respond only by email.

10. Acquirer will not resolve complaints citing as their grounds incorrect performance by the Merchant of contracts under which the Payment has been made.

11. Submitting the complaint immediately after any reservations are made by the Merchant, will simplify and quicken the complaint procedure.

X. Data security

Acquirer shall spare no effort to ensure the highest quality and the same level of security and confidentiality of the transmitted information. Acquirer meets the security requirements as defined by the PCI Security Standards Council. However, Acquirer may not be held liable for any use or disclosure of personal or business data which have been obtained as a result of an illegal or unauthorized access to Acquirer's systems or those of its contractors or partners. For details concerning Acquirer data protection policy please review the Privacy Policy.

XI. Intellectual property

1. Acquirer, Acquirer.com, Acquirer.co.uk, Acquirer.eu, Acquirer.pl, Acquirer.de are trademarks or service marks and domains of Acquirer or related entities. These marks may neither be used in connection with third party products or services in any manner that may be misleading to existing or potential customers nor be used so as to discredit or otherwise damage the reputation of any one entity within the Acquirer Group or their services. These marks may be used by the Merchant exclusively in a manner as defined in Sec. 2 below.

2. Acquirer grants the Merchant a non-exclusive and non-transferable license to use the Acquirer trademark in order to inform Customers and users of the Merchant's website about

the cooperation established with Acquirer and the possibility to make payments via the Payment Gateway. The license is granted for the term of the Agreement.

3. Without written permission from Acquirer, it is strictly forbidden to sell, license, rent, modify, distribute, reproduce, transmit, publish, adapt, publicly display or create (derivative) works from materials or content that Acquirer provides on its website or within the Services.

4. The Merchant grants Acquirer, without extra remuneration, a non-exclusive license to use, present and copy the Merchant's logo exclusively for the purposes of marketing Acquirer services.

5. The Merchant acknowledges that trademarks of the Intermediary Institutions are their sole property and the Merchant commits to refrain from challenging any rights therein. The Intermediary Institutions may, at any time, without prior notice and for any reason, prohibit the Merchant from using their respective trademarks or order the Merchant to use them in a different way.

XII. Liability

1. Acquirer may not be held liable as regards the provision to Acquirer servers of transaction data regarding Payments. The Merchant shall be exclusively responsible for the security of data transmission to Acquirer servers, as well as for correctness and appropriate format of the data. As regards a loss of data after they have been submitted by the Merchant to Acquirer, Acquirer disclaims any and all liability for any harm, loss or injury resulting from the fact that no proper backup copy was made by the Merchant (or a third party authorized by the Merchant in this respect) on the Merchant's systems prior to transmission, if such backup is permitted under the applicable law and requirements of relevant Intermediary Institutions.

2. Acquirer does not guarantee the completion of Payments; neither does it guarantee that the Intermediary Institution will complete the Payment. The Merchant agrees to assume the risk connected with such Payments and defend Acquirer against and hold harmless from liability in this respect.

3. Acquirer is not a party to a contract concluded between the Merchant and the Customer or a contract between the Customer and the Intermediary Institution, and does not assume any liability whatsoever for proper performance by those parties of their contractual obligations. In particular, Acquirer does not assume any liability with respect to goods and services provided by the Merchants or contents of their website.

4. The Merchant assumes full liability for any and all repayments mentioned in Clause 7.8 of these Terms of Service, as well as for other claims, fees, penalties and costs incurred by Acquirer in connection with the use of the Services or breach of the Agreement by the Merchant. The Merchant shall reimburse Acquirer for all costs and expenses as set out in the preceding sentence.

5. Acquirer shall not be liable for any damage suffered by any third party, including the Customers, where such damage is caused by the Merchant's failure to comply with its obligations under these Terms of Service or the Agreement.

6. The Services and all their features, as well as Acquirer's website, are offered "AS IS". Acquirer obligations are limited only to those expressly specified in these Terms of Service and the Agreement.

7. Acquirer does not grant warranties of any kind, either express or implied, as regards the Services, Acquirer's website or its content.

8. Both Parties agree that, to the extent permitted by law, Acquirer shall not be liable for any

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indirect loss, loss of revenue or anticipated profits, pure financial loss, damage to reputation resulting from or connected with the execution by Acquirer (or persons it is responsible for) of obligations under the Agreement or these Terms of Service.

9. The restrictions and limitations of liability as defined in the Agreement and these Terms of Service are effective irrespective of the nature or cause of the Merchant's claim or demand, be it contractual, tortious or otherwise.

10. Neither Party is liable for delay or failure to perform their respective duties if such delay of failure is due to the Force Majeure event or other occurrence the Parties could not have foreseen and which is beyond their reasonable control.

XIII. Transaction security. Blocked funds

1. In order to reduce the level of transaction risk and to ensure security in and of the Payment Gate and Acquirer itself, transaction limits shall be fixed for the Merchant in proportion to the level of risk involved in its activity as determined in the Merchant verification process pursuant to Acquirer safety procedures. The limits as indicated in the Merchant Account may not be exceeded. Any changes to the limits are subject to consent by Acquirer and also, if necessary, grant by the Merchant of an adequate protection against the transaction risk involved – in the form of an increased level of the Rolling Reserve, for instance.

2. As regards the Acquiring Services, in order to secure Acquirer's existing and future, conditional or time-limited, claims toward the Merchant resulting from the Agreement, especially monetary claims concerning Chargebacks, Reversals, penalties and any additional fees imposed by Intermediary Institutions, the Merchant shall grant Acquirer a security interest in all financial receivables of the Merchant toward Acquirer stemming from Payments made by Acquirer in favor of the Merchant (collateral). Acquirer agrees to the creation of the security interest as contemplated herein. The security interest is subject to the following rules:

   1. Acquirer may satisfy itself from the collateral once its secured claims are due and payable;
   2. satisfaction of the secured claim from the collateral shall be by offsetting financial receivables due from the Merchant to Acquirer against the amount of funds collected on the Merchant Account,
   3. once offset has been made in satisfaction of the secured interest, Acquirer will inform the Merchant of the amount of the offset, and where collateral is not sufficient to satisfy the claims, Acquirer will notify the difference that the Merchant must additionally pay to Acquirer and the payment date;
   4. the remainder of the collateral after full satisfaction of the secured claims shall be paid out to the Merchant on general terms as defined in documents constituting the Agreement;
   5. the financial pledge is maintained over the specific financial receivables until they are paid out to the Merchant or until Acquirer has satisfied itself from the collateral, whichever event occurs first;
   6. Acquirer may – where it renders Acquiring Services in favor of the Merchant – create a Rolling Reserve in the funds collected on the Merchant Account. The amount and detailed rules for establishing and release of the Rolling Reserve shall be determined in the Main Contract and the Commercial Terms.

3. If the Customer submits a claim, that is in particular demands a return of funds in connection

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with a Payment made, Acquirer may block the funds collected on the Merchant Account to the extent necessary to wholly cover the claim. Such a blockade does not limit or otherwise hamper the right to payout of the unblocked funds from the Account.

4. If Acquirer has justified reasons to believe that the Merchant (or a third party acting on behalf or otherwise with consent of the Merchant) engages in prohibited practices mentioned in Section 6 of these Terms of Service or they undertake other actions which expose Acquirer or any other third parties, the Intermediary Institutions included, to the risk of claims, Chargebacks, Reversals, Refunds, fees or penalties, or the Merchant's financial standing has significantly deteriorated, Acquirer – without incurring any liability whatsoever toward the Merchant – may:

   1. block the Merchant Account, or suspend Services in their entirety or in part;
   2. block the Merchant Account and block all or part of the funds collected in the very account in accordance with provisions of Sec.6 below of these Terms of Service (the Merchant will be informed of the measures applied) – only where Acquirer renders Acquiring Services in favor of the Merchant;
   3. increase the level of the Rolling Reserve above the one defined in the Agreement (where Acquirer deems the risk involved in the Merchant Account higher than permitted by Acquirer, based on the information collected by Acquirer);
   4. change hitherto existing, or introduce additional, limits applicable to the Merchant;
   5. decline any Payment, especially in case of justified doubts as to the legality of the transaction underlying the Payment or as to the legality of the Payment itself;
   6. demand additional information or documents from the Merchant;
   7. terminate the Agreement with immediate effect.

5. The Merchant's funds collected in the Merchant Account may be withheld if there is a justified necessity to protect Acquirer or the Merchant against the risk of liability. In this regard following rules apply:

   1. Payments are made with a payment card or direct debit card – in which cases the risk may last at least until the right to initiate a Chargeback or a Reversal by the Customers has expired (the risk level is assessed as per the safety procedures in place at Acquirer and is dependent upon the type of goods or services offered by the Merchant and delivery period of the same);
   2. the Merchant becomes insolvent;
   3. the Merchant reports that its user name or password have been lost, stolen or otherwise obtained by a third party.
   4. Merchant's funds that have been blocked or included in the Rolling Reserve shall be marked as "pending" in the balance of the Merchant's Account. Such funds shall not be payable for a specified period of time. These funds are not used by Acquirer in any manner contrary to the Act on payment services.
   5. Acquirer releases the blocked funds when it determines that the risk associated with the transaction or the risk associated with the Seller or his business has expired. The Merchant agrees to cooperate closely with Acquirer in order to determine whether the above risk ceased to exist, in particular by providing necessary information and documents whose request is justified in the given circumstances of the case.

6. If the Merchant disputes Acquirer's decision regarding the hold on funds, the Merchant may terminate the Agreement with immediate effect. In such case the funds in question will be held for a period of up to 9 months of termination of the Agreement. In order to contain the risk connected with processing Payments in the Merchant's favor, Acquirer may also limit the amount of a single payout to the Merchant or change the dates of payouts, or require the

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Merchant to offer other collateral to secure its obligations toward Acquirer or any third parties.

XIV. Term and termination

1. The Agreement is concluded for an indefinite period of time, unless otherwise expressly stipulated in the Commercial Terms.
2. If the Agreement is signed for an indefinite period of time, it may be terminated by any of the Parties with a one-month notice, effective at the end of the month. The notice must be submitted to the other Party in writing, otherwise being null and void.
3. The Merchant may terminate the Agreement with immediate effect, upon informing Acquirer in writing thereof, in the event that Acquirer breached the provisions of the Agreement and has failed to cure the breach within 30 days of receipt of the call by the Merchant to that end.
4. Acquirer may terminate the Agreement with immediate effect, upon informing the Merchant thereof in writing or by email, if:
   1. the Merchant breaches the material provisions of the documents constituting the Agreement, including the obligations and prohibitions agreed in Clause 5 Sec. 4-6, Clause 6 and Clause 8 sec. 4 and 6 of these Terms of Service;
   2. the Merchant does not perform its due obligations under the Agreement or the provisions of law;
   3. the Merchant violates any laws with relevance to the contractual relationship between Merchant and Acquirer or during the performance of individual obligations under the Agreement;
   4. any Payment made qualifies for the registering as defined by the anti- money laundering and counter-terrorism financing regulations;
   5. there is a high risk associated with the Merchant's Payment execution or a particular Payment and the related settlement - based on Acquirer's assessment;
   6. the Merchant is in default with payment of the amount due from at least two of any VAT invoices issued by Acquirer;
   7. Intermediary Institution submits Acquirer with a request for termination of the Agreement with the Merchant;
   8. The Merchant does not provide Acquirer with any information which it is obliged to provide pursuant to the Agreement;
   9. it is confirmed or reasonably suspected that a fraud or abuse has been made purported by the Merchant;
   10. Merchant's verification by Acquirer is negative;
   11. unauthorized use of Services made available to the Merchant by the Merchant or a third party acting on behalf, cooperating or with the express or implied consent of the Merchant – for the purpose of conducting business activity inconsistent with the information provided to Acquirer or violating the law;
   12. lack of conducting Payments covered by the Agreement for a period of at least 6 consecutive moths or failure to contact with the Merchant for a period of 30 consecutive days;
   13. there is a reasonable suspicion that the Merchant has undertaken activities that violate applicable laws or the representations made by the Merchant, or that the Merchant has conducted business activities or offered goods or services within the

scope where accepting and handling Payments is prohibited under the Agreement;

14. a request for termination of the Agreement with the Merchant is made by the Card Organisation due to the Merchant's actions to the detriment of that Organisation,

15. a decision or verdict is issued against the Merchant or persons representing the Merchant regarding submission of criminal charges on committing offences against property or offences against documents or fiscal offences;

16. the Merchant, or a person acting on its behalf, unlawfully interferes in the integration of the Merchant's website with the Payment Gateway;

17. the Merchant uses the logo or other trademarks of Acquirer or Intermediary Institutions in a way inconsistent with the provisions of these Terms of Service;

18. Acquirer asserts that the Merchant: is in danger of bankruptcy, has filed therefor, is in the process of liquidation or has had reorganization proceedings initiated against it.

5. Termination of the Agreement by any of the Parties does not release the Merchant from its obligation as stipulated in Clause 8 sec. 7 of these Terms of Service, or Acquirer from an obligation to release and pay out the funds collected in the Merchant Account, with reservation as to sec. 6-7 below and Clause 13 sec.2-8 of these Terms of Service.

6. When the Agreement is terminated by any of the Parties during the verification process conducted by Acquirer, especially in connection with the Merchant's risk assessment or its possible liability for Refunds, Reversals, Chargebacks, penalties, or other claims raised by Customers or Intermediary Institutions, Acquirer may withhold the funds collected in the Merchant Account for up to 9 months from the date of termination, in order to secure itself or third parties against the risk of liability (right of detention). If in the course of the term mentioned in this Clause 14.6 there is a justified reason to believe that the Card Association or other Intermediary Institution participating in the payment card system may impose on Acquirer a penalty or a fee in connection with the Merchant's violation of the provisions of the documents constituting the Agreement, then the funds may be withheld for a period of up to 12 months from the date of termination.

7. The Merchant acknowledges and accepts that it shall be liable for its acts or omissions concerning its activity and the Merchant Account, also upon closure of the same, in particular as regards Chargebacks, Reversals and operational costs, irrespective of whether they have been claimed before or after termination of the Agreement.

XV. Final provisions

1. Acquirer may change these Terms of Service, the Privacy Policy, develop and modify the Payment Gateway and the Merchant Account at any time without prior notice, subject to Clause 15.3 below, especially where such changes or modifications are necessary to procure compliance with the applicable laws or rules and regulations of the Intermediary Institutions or the Card Associations.

2. If Acquirer decides to change these Terms of Service, it will post their revised version in the Merchant Account. The revised version of the same will become effective as of the time it is posted in the Merchant Account unless Acquirer has expressly deferred the date of entry into force. If Acquirer deems planned changes significant, it will inform the Merchant of the changes at least 7 days before their entry into force.

3. The Merchant agrees that its continued use of the Services after the unilateral change by Acquirer of the Main Contract, these Terms of Services or the Privacy Policy, will constitute

acceptance of and consent to be bound by the so changed documents. If the Merchant does not accept the changes, it may object thereto within 7 days of their entry into force. The objection by the Merchant shall result in termination of the Agreement effective 14 days upon notice.

4. The Merchant may not transfer its rights and obligations under the Agreement to a third party without prior written consent by Acquirer.
5. In all matters not regulated in these Terms of Services the Polish law shall apply.
6. Should any dispute arise from or with respect to this Agreement, it shall be resolved by a court or other competent body having jurisdiction over Acquirer's registered office.
7. Main Contract, Commercial Terms, these Terms of Service and Privacy Policy constitute the entire agreement between Acquirer and the Merchant and supersede any previous arrangements, agreements, and declarations (with respect to the subject matter of the Agreement).
8. None of the provisions of the documents constituting the Agreement create a legal relationship of mandate, employment or joint-venture between the parties.

These Terms of Service apply from ?

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