

## DEFINITIONS

**Dotpay** – Dotpay spółka z ograniczoną odpowiedzialnością (Limited Liability Company) with its registered office in Kraków (registered address: Wielicka 72, 30-552 Kraków), NIP (Tax Reg. No.) 6342661860, REGON (Statistic ID No.) 240770255, entered under number KRS 0000700791 with the Register of Entrepreneurs within the National Court Register maintained by the District Court for Kraków - Śródmieście in Kraków, Division XI (Commercial Division of the National Court Register Division), having a share capital of PLN 4,000,000.00, fully paid, being a billing agent, approved by the President of the National Polish Bank of 29<sup>th</sup> September 2008 under the number 3/2008 and having a permit to operate as a Payment Institution issued by the Financial Supervision Authority No.: IP14/2013 on 3<sup>rd</sup> September 2013, registered in the register of payment services available at: <https://erup.knf.gov.pl/View/>. Dotpay's activities as a National Payment Institution fall under the supervision of the Financial Supervision Authority. The activities offered by Dotpay are not banking activities.

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

**Service** – Internet service run by Dotpay, in which the Buyer can make a payment.

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

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

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

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

**Intermediate Institution** – an institution other than Dotpay thanks to which the Buyer transmits the money to Dotpay service in order to make a payment to the Seller, a bank, a credit institution, a payment institution, a billing agent other than Dotpay, a party running a payment system, electronic money institution, financial institution providing money transmitting services, a post office operator or a telecommunication operator.

**Business Day** - day other than Saturday and other than a public holiday.

**Rules** – these Rules,

**Agreement** – the agreement entered into subject to these Rules

**Party / Parties to the Agreement** – Dotpay or the Buyer, as appropriate, referred to each of them separately or jointly.

## INTRODUCTION

1. These Rules set forth the principles of cooperation of the Parties when placing at the disposal of the Buyer the tool for effecting Payments through Dotpay and the Service for the shopping done in the Shop
2. The Rules were drawn up by Dotpay.
3. Everybody may become acquainted, free of charge, with the content of the Rules prior to entering into the Agreement.
4. The Rules are made available to the Buyer prior to entering into the Agreement by being posted on Dotpay's website at the address [www.dotpay.pl](http://www.dotpay.pl) in the electronic form, which makes it possible to store and retrieve them during the usual activities.
5. These Rules shall be applicable solely to the remote Agreement concluded between Dotpay and the Buyer.
6. Entering into the Agreement subject to these Rules does not require signatures of the Parties.
7. The Agreement is entered into after filling in the Buyer's details in the Service and acceptance of the Rules at the moment of crediting Dotpay's bank account with the Payment amount.
8. Dotpay shall effect Payment for the Buyer, constituting a payment order, which the buyer may place subject to acceptance of the Rules.
9. Dotpay does not hold a payment account referred to in the Payment Services Act of 19.08.2011.
10. The day on which Dotpay's bank account is credited with the Payment amount shall be regarded as the moment when Dotpay received a payment order from the Buyer.
11. In order to make a payment the Buyer shall provide the following details: forename, surname, address, e-mail address, phone number and country.
12. For the purpose of availing themselves of the services referred to in the Rules, the Buyer must be in possession of technical infrastructure and the IT system allowing them to use the Internet, e-mail accounts and browsers to display websites, with the option cookies allowed (management of cookies), Java Script and SSL: Microsoft Internet Explorer, Opera, Mozilla Firefox, Safari, Google Chrome

## §1 PAYMENT RULES

1. The Buyer is willing to pay to the Seller through Dotpay by choosing in the Shop "Dotpay".

2. The Seller after redirection to the service website chooses a Payment channel available at the Service.
3. Depending on the payment channel after having made a correct payment an Institution transmits the money to Dotpay in order to pay to the Seller for the purchased goods or services. After the payment verification in the intermediate Institution Dotpay transmits a payment confirmation to the Seller. The Seller transmits the purchased goods or services to the Buyer or performs other activities resulting from the agreement between The Seller and the Buyer.
4. The payment is available to the Acceptor for 15 minutes from the moment of receiving by Dotpay payment confirmation from the Intermediate Institution and in the case of payment methods where confirmations are not sent – from the moment of crediting Dotpay's bank account with the Payment amount. The time referred to in the preceding sentence shall be binding upon Dotpay providing the Payment has been properly made by the Buyer.
5. The payment is executed as per the trading agreement between The Seller and the Buyer and the agreement between the Buyer and an intermediate Institution. Money transfer to the Seller is executed as per an agreement between Dotpay service and The Seller.
6. Any payments are verified on the basis of a Transaction number generated by the Service.
7. In case of providing incorrect data by the Buyer, Dotpay uses best efforts to verify the transaction correctly and perform the payment order.
8. In the event that proper execution of a Payment is impossible owing to the receipt from the Buyer of an incomplete set of the data necessary to make the Payment, the Service will suspend the transfer of the Payment to the Seller and attempt to contact the Seller and/or the Buyer to determine the further course of action. In the event that determining the further course of action is impossible, the funds provided at the time of Payment, and not transferred to the Seller owing to the provision of an incomplete set of data by the Buyer at the time of Payment, will be returned to the Buyer following the deduction of the amount of PLN 1 for reimbursement of expenses incurred by Dotpay. The Service will make every effort necessary to determine the further course of action, and to execute the Payment correctly.
9. If Dotpay receives funds for the execution of the Payments in violation of the provisions contained in Article 3 Section 1-4 of these Terms and Conditions, Dotpay shall reimburse the Seller for the funds received in order to make the Payment, less the amount of PLN 1 for reimbursement of Dotpay's expenses.
10. If Dotpay receivec funds for the execution of the Payment in a higher amount than required, Dotpay shall reimburse the Buyer for the excess of the funds, less the amount of PLN 1 for reimbursement of Dotpay's expenses

11. If the amount of the reimbursement referred to in Section 7, 8 or 9 does not exceed PLN 1, reimbursement is made after making an advance payment in the amount of PLN 1 for reimbursement of Dotpay's expenses.
12. In the event of reimbursement of the amount of Payment made by payment card (chargeback), after a prior conversion of the purchase price of goods or services being the subject of the Transaction into the currency in which the payment card account is held (DCC transaction), the exchange rate may be subject to change in relation to the basic transaction (the account is credited subject to the currently applicable exchange rate).
13. The Buyer shall be kept informed of each Payment via electronic communication.

## **§2 PAYMENT AVAILABILITY**

1. The payment service is available to the Buyer having a full legal capacity.
2. An agreement between the Buyer and The Seller, the Buyer and an intermediate Institution and between Dotpay and The Seller is essential to use Dotpay service.

## **§3 IMPROPER PAYMENT USAGE**

1. The Service shall not be used for accepting payments for goods or services which infringe the law and the rights of the third party.
2. The Buyer shall not deliver through Dotpay and the Service any communications of unlawful nature.
3. The Service shall not be used to infringe the law or the rules of honest trading.
4. The Service shall not be used to make Payments using a payment instrument which is:
  - a. Void or fraud-flagged, or
  - b. Used by an unauthorised person, or
  - c. Used by a person who does not have complete identification data of this instrument, or
  - d. Regarding which Dotpay has reasonable suspicion of its unauthorised use.
5. The Buyer agrees not to use the Service to make Payments:
  - a. Bypassing the Payment order rules applicable in the Service, or
  - b. Without prior individual initiation of each Payments in the Service, or
  - c. In breach the provisions of these Rules, or
  - d. In breach of the law.
6. Any event violating existing law may be disclosed by Dotpay to the relevant state authorities and competent intermediate body, unless precluded by law. An event of this nature may be introduced into the Service's abuse monitoring system. In the event of a violation of law by

the Buyer in the use of the Service, Dotpay is entitled to refuse to make payments to the Buyer ordered by the Buyer after the violation of those provisions.

7. If a payment instrument was used fraudulently in a Payment, the Buyer shall notify this circumstance to the issuer of this instrument and the appropriate authorities in accordance with the agreement with the issuer and the applicable law. The Buyer's claims in connection with unauthorised use of a payment instrument are specified in the agreement between the Buyer and the Intermediate Institution and in applicable law.

#### **§4 THE RESPONSIBILITIES OF THE SERVICE**

1. Dotpay is not a party nor is it covered in any other way by the consequences of legal action, which the Buyer conducts with the Acceptor. In case of non-performance or improper performance of the contract by the Seller, the Buyer makes a complaint with the accordance of the Complaint Procedure available at the Seller.
2. In case of starting a complaint procedure, the Buyer shall:
  - a. initiate a complaint procedure with regard to the Acceptor before the initiation of a complaint procedure with regard to Dotpay if there are conditions for initiating a complaint procedure with regard to the Acceptor,
  - b. initiate a complaint procedure with regard to Dotpay before the initiation of a complaint procedure with regard to an intermediate body if there are bases for initiating a complaint procedure with regard to Dotpay.
3. Dotpay shall not be held liable for failure or delay in the transfer of cash by the Buyer to Dotpay via the Intermediate Body resulting from circumstances for which Dotpay is not liable. The Buyer is entitled to claims arising from these circumstances against the Intermediate Body, under a contract concluded by the Buyer with the Intermediate Body and in accordance with applicable law.
4. For the proper implementation of Payments through the Service, the Buyer is required to provide full information required by the Intermediate Institution to whom Dotpay orders the transfer of funds to make the Payments, in accordance with the information indicated in the Service, unless Dotpay automatically determines the content of this order. The Buyer is obligated to provide true and valid data regarding the order issued to the Intermediate Institution through which the Buyer transfers funds to Dotpay to make the Payments unless Dotpay automatically determines the content of the settlement order.
5. Dotpay shall not be held liable for non-performance or improper performance of the Payment due to force majeure or if the lack of accountability for non-performance or improper performance of the Payment is due to the applicable legislation.

## **§5 COMPLAINTS**

1. Complaints from Buyers regarding Payments in the Service shall be investigated by Dotpay.
2. The Buyer agrees to send complaints regarding payments to Dotpay by electronic mail to the address: bok@dotpay.pl, registered mail, courier, fax or via the contact form available at www.dotpay.pl.
3. The Buyer is obligated to report any detected unauthorized, not performed or improperly performed Payments and other irregularities in the Payment to Dotpay via e-mail, fax, contact form available at www.dotpay.pl, by registered mail or courier immediately, not later than the deadline specified in the relevant provisions. Failure to report the irregularities referred to above within the designated period annuls the Buyer's claims against Dotpay concerning the unreported irregularity.
4. A complaint notice regarding payments sent by the Buyer to Dotpay should contain at least:
  - a. Transaction number,
  - b. Transaction amount,
  - c. Transaction date,
  - d. Order number,
  - e. Account number of the transfer sender in the case of e-transfers and instant e-transfers,
  - f. Account number of the transfer recipient in the case of e-transfers and instant e-transfers.
5. Dotpay undertakes to ensure a full and complete handling of the complaints and to issue a response to the Buyer within two working days after the receipt of the complaint. Where appropriate, due to the necessity to obtain receipts or other documentation related to the transaction, Dotpay shall notify the Buyer about the inability to meet the deadline, giving the date of the planned response, however, not later than 30 calendar days from the date of receipt of the complaint. Dotpay will endeavor to give an answer within 5 Business Days 24 hours of receiving the complaint.
6. Dotpay shall reply to the Buyer's complaint in writing via e-mail, by registered mail, fax or any other method agreed with the Buyer.
7. Dotpay can independently challenge the Payment if it finds reasons for filing the complaint, including if the payment instrument was used by an unauthorized person or in the case of improper handling of the Payment, regardless of the Buyer's action. Dotpay's right to challenge the Payment expires within 15 months from the date of charging the Payment to the holder of the payment instrument.

8. The Buyer who is a consumer within the meaning of Article 22 of the Civil Code may take advantage of referral to the Municipal and District Consumer Advocates.
9. Claims in connection with the performance of contracts concluded between the Seller and the Buyer, where the Buyer makes a payment through the Service shall be reported by the Buyer directly to the Seller.

#### **§6 PERSONAL DATA**

1. Dotpay becomes the administrator of the Buyer's personal data provided by the Acceptor or provided directly by the Buyer. It is at least an email address, however in some cases it may also be a first name, last name and address. Contact with Dotpay regarding related issues the processing of this data is possible under +48 12 688 26 00 and bok@dotpay.pl.
2. The legal basis for data processing is:
  - implementation of the Agreement (provision of a one-time payment service), and its implementation without the personal data of the Buyer is impossible,
  - provisions of generally applicable law imposing on Dotpay as a national payment institution, the right and obligation to process personal data of Buyers in order to counteract money laundering and financing of terrorism (Article 8-10 of the AML Act and terrorist financing) and to the extent necessary to prevent or detect fraud (Article 10 of the Law on Payment Services).
3. The data will be stored and processed no longer than necessary to achieve the above objectives and statutory duties.
4. The Buyer may request from Dotpay access to their data, their rectification, transfer and deletion and limitations of data processing, with the exception that deletion or limitation is possible only if it does not violate the above-mentioned duties of Dotpay.
5. In order to perform the contract and only to the extent necessary, Dotpay will transfer the Buyer's personal data to Intermediate Bodies as other administrators, depending on the payment method chosen, either banks, card organizations, clearing agents, entities operating payment systems, etc.
6. In the event of any objections regarding the processing of data, the Buyer has the right to lodge a complaint to the President of the Office for Personal Data Protection.

#### **§7 OTHER PROVISIONS**

1. All matters not settled herein shall be decided by the appropriate provisions of the law.
2. These Rules and liabilities arising thereof are under Polish law.
3. Any disputes which cannot be settled amicably shall be settled by the General Court of factual and local jurisdiction.

4. For Payments made via the Service by non-consumers, the Act on Payment Services does not apply, the exclusion of which in relations with entities other than consumers is permitted in accordance with the provisions of this Act. For matters not covered by these terms and conditions, other laws will apply, except those excluded in accordance with this section.
5. The Buyer who is a consumer is entitled to withdraw from the Agreement entered into subject to the Rules without stating the reason within 14 days from the date of its conclusion, by giving a relevant written notice. The said deadline shall be deemed to have been kept if the notice referred to in the preceding sentence is sent before the expiry of the time limit specified in the first sentence. The right of withdrawal is waived if, upon request of the Buyer, the Agreement was executed in full prior to the expiry of the time limit reserved for withdrawal from the Agreement.
6. Dotpay shall be held liable towards the Buyer for effecting improper Payment or failure to effect Payment subject to the provisions contained in the Payment Services Act of 19.08.2011.
7. Rules and the Agreement, as well as any rights arising therefrom shall be governed by the Polish law.
8. The language used in any communications with the Buyer shall be Polish or English.