

## DEFINITIONS

1. **Dotpay** – a company under Dotpay S.A. with its headquarter in Kraków at Wielicka 72, 30-552 Kraków, Poland, NIP (Tax ID Number) 6342661860, REGON 240770255, entered the National Court Register under the number 0000296790, carried out by the District Court Kraków-Śródmieście in Kraków, XI Commercial Department of the National Court Register with the share capital of PLN 4,000,000.00 and the share capital fully paid up of PLN 4,000,000.00 being a billing agent, approved by the President of the National Polish Bank of 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.
2. **Payment** – money contribution to the Seller by the Buyer through Dotpay and the Service (wire transfer, postal order, voucher, payment card or other payment channel available at Dotpay) in the performance of the obligation between the Buyer and The Seller.
3. **Service** – Internet service run by Dotpay, in which the Buyer can make a payment.
4. **Buyer** – a person who pays to the Seller through Dotpay service.
5. **Shop** – web sites served by the Seller's soft, where the Buyer may purchase goods or services offered by the Seller.
6. **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.
7. **Transaction** – an individual selling or services agreement signed in the Shop on account of which the Payment is done.
8. **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.
9. **Business Day** - day other than Saturday and other than a public holiday.
10. **Rules** – these Dotpay Service Payment Rules.

## 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 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.
3. Dotpay accepts the payment order 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 or crediting the account of payment institution which is acting for or on behalf of Dotpay.

4. Dotpay does not hold a payment account referred to in the Payment Services Act of 19.08.2011 or bank account referred to in Banking Law and services offered by Dotpay are not banking activities.
5. 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.
6. 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. In order to make a Payment the Buyer provides the following details: forename, surname, address, e-mail address, phone number and country.
3. The Seller after redirection to the service website chooses a Payment channel available at the Service.
4. Depending on the payment channel after having made a correct payment an Institution transmits the money to Dotpay, or to payment institution acting for or on behalf of 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.
5. 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.
6. 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.
7. Any payments are verified on the basis of a Transaction number generated by the Service.
8. In case of providing incorrect data by the Buyer, Dotpay uses best efforts to verify the transaction correctly and perform the payment order.
9. 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 or wrong 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.
10. 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.

11. 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
12. If the amount of the reimbursement referred to in Section 9, 10 or 11 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.
13. 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).
14. 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 may send complaints regarding Payments:
  - a. in writing – in person at Dotpay registered office or by postal mail,
  - b. verbally – by phone at: +48 12 688 26 00 or in person by registering a complaint in the record available at Dotpay registered office,
  - c. electronically – via email sent to the following address: [pomoc@dotpay.pl](mailto:pomoc@dotpay.pl) or by a contact form available at [www.dotpay.pl](http://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](http://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. In order to receive a response to the complaint on paper, the Buyer is obliged to specify in its complaint the correspondence address to which the response should be sent. Regardless of providing the correspondence address, the Buyer may also submit a request, in any form, for being provided with an email response to the complaint.
6. Dotpay undertakes to ensure a full and comprehensive process of handling the Buyer's complaint and to answer it without undue delay, yet no later than within 30 days of receiving such complaint. Dotpay shall endeavour to provide the response within 5 Business Days of receiving the complaint. In particularly complex cases that prevent Dotpay from considering the complaint and responding to it within the deadline set out in the first sentence of this item, it shall inform the Buyer about the reasons for the delay, the circumstances that have to be determined in order to consider the case and the deadline of its consideration, which will not be longer than 60 days of receiving the complaint.
7. Dotpay shall reply to the Buyer's complaint on paper or another durable medium, to the correspondence address specified by the Buyer in its complaint. Dotpay shall provide the answer via email at the Buyer's request.
8. 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.
9. 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.
10. 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 is a controller of the Buyer's personal data processed for the purpose of making and documenting a Payment, in accordance with applicable Polish provisions of the Personal Data Protection Act of 29.08.1997, Journal of Laws No 133, item. 883, as amended.
2. The Buyer has the right of access and rectification of its personal data, as well as to require, in justified cases, the cessation of processing of the data.
3. In order to allow the Seller to verify the Payment and to verify the data provided by the Buyers through the Shop, as well as to prevent and combat frauds associated with the payment services provided by Dotpay, Dotpay may make the personal data of Buyers available to the Seller within the necessary extent, including, in particular, the Buyer's full name, residence address and bank account number, as well as technical information, such as the IP address of the Buyer.

4. The data referred to in paragraph 1 above may also be made available by Dotpay to the Seller in order to verify the registered office, permanent place of business, place of permanent residence or habitual residence of the Buyer.
5. The Buyer consents to making the data referred to in paragraph 3 and paragraph 4 above available by Dotpay.

#### **§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:
  - a. According to the Buyers being consumers – by the General Court of factual and local jurisdiction,
  - b. According to the Buyers being non-consumers – by the General Court of Dotpay's registered office.
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. 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.
6. Rules, as well as any rights arising therefrom shall be governed by the Polish law.
7. The language used in any communications with the Buyer shall be Polish or English.