

GENERAL TERMS AND CONDITIONS FOR THE USE OF ONLINE PAYMENT SYSTEM

§ 1 (Preliminary provisions)

1. These General Terms and Conditions for the Use of the Online Payment System (hereinafter referred to as "**GT&C**") constitute the regulations for providing services by electronic means, referred to in the Polish Act of 18 July 2002 on the provision of services by electronic means.
2. The entity providing the services set forth in the GT&C is Autopay Spółka Akcyjna with its registered office in Sopot, at Powstańców Warszawy 6, entered in the register of entrepreneurs kept by the District Court Gdańsk-Północ in Gdańsk, VIII Commercial Division of the National Court Register under KRS number 0000320590, VAT EU 5851351185, Regon 191781561, with a share capital of PLN 2,205,500 (fully paid-up), having the status of a large entrepreneur within the meaning of the Polish Act on preventing excessive delays in commercial transactions supervised by the Polish Financial Supervision Authority and entered in the register of national payment institutions under no. IP17/2013 (hereinafter referred to as the "**Company**").
3. A Service recipient is any entity, not being a consumer, using the Services described in the GT&C (hereinafter referred to as the "**Partner**"), who is interested in the Company's handling of the receipt of payments due to the Partner for products or services distributed by the Partner on a Platform, or handling of the receipt of payments for other receivables made available for repayment by the Partner on a Platform.

§ 2 (Definitions)

GENERAL PART

1. **Transaction Authorisation** – the process aimed at checking whether the account of a Payment Instrument contains funds enabling the completion of a Transaction

and obtaining the consent of the Issuer to complete the Transaction.

2. **BLIK** – a Payment Instrument made available to the Client by a participant of the BLIK payment system, which is operated by PSP (Polski Standard Płatności sp. z o.o.) pursuant to the rules set forth in a separate agreement concluded by the Client with a participant of the BLIK payment system, allowing initiating Transactions via a mobile application provided by the BLIK payment system and the authorization codes generated by it.
3. **Business Day** – all days of the week between [08:00] and [18:00] excluding Saturdays and public holidays in the Republic of Poland.
4. **Individual Entrepreneur** – a Partner being a natural person, who concluded the Agreement after December 31, 2020 in direct connection with their business activity, if the Agreement indicates that it does not have for them a professional character.
5. **Payment Instrument** – a set of procedures agreed by the Client and its provider or a personalised device used by the Client to submit a payment order (e.g. Card, BLIK, PBL, Instant Transfer).
6. **Integrator** – a third party indicated in the TFC, who performs the technical implementation of the System on the Platform and/or makes the Platform through which the Partner sells Products available to the Partner and Clients.
7. **Card** – a payment Card issued within international payment systems, approved under the regulations of those systems for the completion of "Card-not-present transactions".
8. **Client** – an entity making a payment on the Platform for the Partner's Products with the use of the System.
9. **E-transfer tool** – System functionality enabling the Partner to submit a Payment Order for funds withdrawal from the Balance, which does not constitute a settlement to the Partner's bank account number or return of the Transaction.
10. **Loan Option** – a method of payment for the Products offered by the Partner using external financing to cover the amount of a Transaction (including a loan granted to the Client by a bank or another authorised entity).
11. **Factoring Option** – a method of payment for the Products offered by the Partner using financing to cover the amount of a Transaction provided by an external provider of factoring services, acting under separate agreements concluded with the Partner and the Client, not being a consumer.

12. **Panel** – an administration panel of the System, made available to the Partner by the Company, allowing for recording Transactions, viewing of the state of funds paid by the Clients and other events connected with the Transactions. Details of access to the Panel and functionality of the Panel are specified in the System's technical documentation.
13. **Pay By Link (PBL)** – a ready-made bank transfer automatically generated in electronic banking, which - after approval by the Client - is completed for the benefit of the Partner.
14. **PIS** – payment initiation service which consists in the initiation of a payment order by the Company at the Client's request from the Client's payment account run by its provider (e.g. bank) in order to pay for the Product or to repay receivables within the Product. Depending on the available functionalities of the System, the initiated payment order may include the transfer of funds from the Client's payment account via the Autopay's bank account, or directly to the Partner's bank account. Depending on the available functionalities of the System, the PIS may be provided by the Company to the Partner with or without the Payment Acceptance Service.
15. **PPRO Payments** – a method of payment for the Products offered by the Partner on Platforms addressed to foreign Clients that can be made with Payment Instruments offered by local payment operators. Within PPRO Payments, the service of Payment Acceptance is provided with the intermediation of local payment operators, cooperating with PPRO.
16. **PPRO** – payment provider of PPRO (PPRO Financial Ltd and PPRO Payment Services S.A.).
17. **Products** – all goods and services (including digital content and marks of entitlement) offered for sale by the Partner on the Platform or other receivables made available for repayment by the Partner on the Platform and resulting from the agreement concluded by the Partner with the Client or from other legal title (subject to the provisions of Appendix 1).
18. **Payment Acceptance** – the payment service referred to in art. 3, item 1, point 5 of the Act, which consists in accepting – on behalf of and for the Partner - payments from Clients for the Products made with the use of the Payment Instruments available in the System.
19. **PSP** – BLIK payment system operator (Polski Standard Płatności sp. z o.o.).
20. **Balance** – tool displaying status of funds received under the Payment Acceptance and all operations related to those funds, maintained by the Company for the Partner in a chosen currency separately for each Platform operated under the Agreement.
21. **Platform** – a website or mobile application where the Client may purchase Products from the Partner or repay receivables related to the Product.
22. **Online Payment System (System)** – an IT and functional solution whereby the Company provides the Partner with an IT application which enables the provision of Services.
23. **Instant transfer** – a customized and automated procedure of initiating payment orders by the Client, the aim of which is to provide a Client with generated payment details (bank account number, name of a payee, Transaction title, Transaction amount) to ensure the incontestability of the Transaction identification.
24. **Transaction** – a payment transaction in the understanding of the Act.
25. **TFC** – a table of fees and commissions which constitutes a part of the Agreement and sets out the categories of Payment Instruments and other payment methods supported by the Company, the available Service configuration options and the fees and commissions payable to the Company by the Partner for the provision of the Services (if the settlement model provides for payment for the Services by the Partner).
26. **Agreement** – framework agreement for the provision of payment services concluded between the Partner and the Company on the basis of the GT&C (which constitute its integral part). Whenever the GT&C refer to the Agreement it shall also mean the content of these GT&C.
27. **Services** – payment services rendered by the Company under the Agreement, including the acceptance of payments via the System and additional services indicated in the TFC.
28. **Act** – Act of 19 August 2011 on payment services.
29. **Own payment** – topping up the Balance made via the System by

the Partner.

30. **Issuer** – the institution that issued a Payment Instrument.
31. **Payment Order** – Partner's instruction addressed to the Company containing an order to complete a Transaction initiated by the Client with the intermediation of the Partner (in case of the Payment Acceptance Services), or the Partner's instruction addressed to the Company containing an order to complete a Transaction initiated by the Partner (in case of Transactions made with E-transfer tool or Own payment).

DETAILED SECTION REFERRING TO CARDS

32. **Acquirer** – the entity handling Card Authorisation, as indicated in the TFC.
33. **Chargeback** – an action resulting from a decision made by the Issuer, Acquirer or IPO (International Payment Organization) in relation to the Partner, consisting in charging the Partner for the value of the advertised Transaction or a part thereof.
34. **DCC** – Dynamic Currency Conversion; a method of accepting Card payments for the Products offered by the Partner according to which a Client who is a holder of a foreign Card (understood as a Card issued in a foreign currency, i.e. other than the settlement currency) can make a purchase in the Card currency, while the funds from the processed Transactions will be made available to the Partner by the Company in the settlement currency.
35. **iFrame** – a method of accepting Card payments for the Products offered by the Partner according to which Card data are entered by the Client in a HTML document provided by the Company, induced by means of a special JavaScript code (scripting programming language) implemented by the Partner in the Platform.
36. **International Payment Organizations (IPO)** – the Visa International Organization and the MasterCard International Organization or others, associating institutions which are Card Issuers and institutions serving merchants, performing mutual Authorization of Transactions and their settlements.
37. **IPO Regulations** – Regulations of the Visa International

Organisation and MasterCard International Organisation available at: <https://autopay.eu/offer/payments/online-payments/downloads>

38. **Automatic payments** – Transactions involving Card payments initiated by the Partner using an encrypted automatic transaction identifier (ClientHash) provided by the Partner to the System. Automated payments include recurring payments which cause future debiting of the Card by a specified amount at specified intervals without the Client's involvement and oneclick payments, which enable future Transactions to be made to the Partner by the Client after a single input of the Card's data (Card number and CVC/CVV code) or authorization using 3D-Secure by the Client at the Partner's Service. Automatic payments (cyclic and oneclick) require an initiating transaction by the Client using the Card Issuer's authorization mechanisms (e.g. required CVC/CVV code or 3D-Secure authorization).
39. **Preauthorisation** – an operation consisting in blocking by the Card Issuer (at the request of the Partner addressed to the Card Issuer via the Company) of a certain amount of a Transaction on the account assigned to the Card; the blockade is maintained for a specified period of time until: (i) the Partner sends a debit request to the Company (whereby this amount cannot exceed the Preauthorization amount); (ii) the blockade is annulled by the Partner; (iii) the blockade is annulled by the Company as a result of the expiry of the deadline set out in the IPO Regulations (whichever occurs first).
40. **E-wallet solutions** – methods of accepting Card payments for Products offered by the Partner using the so-called electronic card wallets registered by the Client.
41. **Sensitive Payment Data** – data that can be used for fraudulent purposes, including data enabling the initiation of a Payment Order by the Client (Sensitive Payment Data includes: Card no., CVC/CVV code, as well as the unique identifier of an automated transaction, the so called "ClientHash", issued to the Partner by the Company in the case of Automatic payments).

§ 3 (Type of Service)

1. The Company executing the Payment Acceptance Service acts in the capacity of the Partner's provider, understood as a payee within the meaning of the Act. The Company executing Partner's

payment orders within the scope of E-transfer tool acts as the Partner's provider, understood as a payer within the meaning of the Act.

2. Pursuant to Sections 16 and 33 of the Act, the Parties (hereinafter referred to as the Company and the Partner) agree that Section II, Section III and Section IX of the Act shall not apply to the Agreement to the extent permitted by the provisions of the Act. Matters not covered by the Agreement or the GT&C shall be governed by the applicable laws of Poland, excluding aforementioned laws.
3. The Company will process Transactions made in currencies chosen by the Partner within the System configuration.
4. The Partner declares that they shall use the functionalities offered by the System only within the scope of the Platform the web address (URL) of which or mobile application name has been provided to the Company, thereon positively verified by the Company. The Partner acknowledges that the provisions of the GT&C shall apply to any subsequent Platform operated under the Agreement or Platform updated by the Partner after the date of conclusion of the Agreement and positively verified by the Company. The Partner agrees to have the appropriate rights to administer (manage) the Platform or to use the Platform throughout the term of the Agreement.

§ 4 (Terms & conditions for providing the Service)

1. Services are provided by the Company only to the Partner who has entered into an Agreement with the Company. Under the Agreement, the Company does not provide Services to the Client.
2. The Services provided on the basis of these GT&C are provided electronically via the Internet. In order to use the Service correctly, the Partner shall meet the minimum technical and operational requirements, which are:
 - a. having facilities to access the Internet,
 - b. having an Internet e-mail account (e-mail),
 - c. having an updated web browser to ensure correct display of the System,
 - d. having a bank account for payouts, maintained by a bank in the currency in which the Balance is

maintained and registered on the so-called white list of VAT taxpayers (provided that the Partner is subject to mandatory account registration in accordance with applicable law).

3. Unless the Company and the Partner agree otherwise, the Partner is obliged to integrate the System into the Platform on their own, on the basis of the technical documentation provided for the System, and is solely responsible for the correctness of the integration and for securing the telecommunications connections, hardware and software on their own.

§ 5 (Funds payout)

1. The Company is responsible to the Partner for the payment of funds from the Processed Transactions in accordance with the provisions of the Agreement and the Act.
2. The Company displays funds from processed Transactions via the Balances maintained in currencies selected by the Partner within the System configuration.
3. Funds from a Transaction processed in a given currency are displayed via the Balance in the same currency (currency conversion is not possible), unless a separate System functionality allowing for currency conversion is made available to the Partner.
4. The Company shall make available to the Partner the funds received by the Company for the Partner within 5 (five) Business Days from the Business Day on which the Company received the Payment Order. The Parties may establish different dates for making funds available in accordance with the Agreement or TFC, for which the Partner may be charged additional fees, in accordance with the provisions of TFC.
5. The Company settles the funds to the Partner's bank accounts in accordance with the provisions of the Agreement and the TFC.
6. Upon termination of the Agreement, the Company shall return to the Partner the amount which is on the Balance after a deduction of all Partner's liabilities to the Company arising from the Agreement, to which the Partner agrees.
7. The funds displayed via the Balance do not bear any interest.
8. The funds displayed via the Balance do not constitute a deposit and are not otherwise subject to risk.
9. Unless otherwise provided in the TFC, the Company shall be entitled to draw any sums due to the Company in connection with

- the provision of Services under the Agreement from the funds displayed via the Balance, to which the Partner agrees.
10. The funds displayed via the Balance may only come from the Transactions processed through the System under the Payment Acceptance Service or under the Own payment Service. After receiving a Payment Order, the Company provides the Partner with relevant information regarding the Payment Order within the Panel.
 11. Payouts of funds displayed via the Balance may be made via the System to: (i) the Partner's bank account indicated by the Partner for payouts up to the amount of funds displayed via the Balance or (ii) to the bank account from which the payment was made (so-called refund service), in the amount of the Transaction to which the refund relates.
 12. Payouts to the Partner's bank accounts shall be made exclusively in the currency of the Balance from which the payout is made and only to the Partner's bank account maintained in the same currency (currency conversion is not possible), unless a separate System functionality allowing for currency conversion is made available to the Partner.
 13. If the PIS Service is rendered without the provision of the Payment Acceptance Service, the funds are transferred directly from the Client's payment account to the Partner's bank account at the times and under the conditions specified by the Client's provider (e.g. bank).
 14. Within the E-transfer tool, the Partner is entitled to transfer funds from the Balance to accounts other than the Partner's bank account or the bank account to which the Transaction is refunded. If the E-transfer tool is provided, the Balance to which the E-transfer tool has been provided, shall constitute a payment account with limited functionalities operated by the Company for the Partner. The provision of the E-transfer tool may require the conclusion of a separate agreement with the Company.
 15. The Company shall execute the Partner's Payment Order using the E-transfer tool no later than by the end of the Business Day following the Business Day on which the Company received the Payment Order, unless a longer execution period is granted in accordance with the Act. In

case the Company receives a Payment Order on a day that is not a Business Day for the Company, for the purpose of determining the execution time, the Payment Order shall be deemed to have been received on the first Business Day following that day, unless the Payment Order may be executed earlier due to the banks' internal posting hours.

16. The Partner may not revoke a Payment Order from upon its receipt by the Company.

§ 6 (Partner's rights and obligations)

1. The Partner shall be entitled to provide Clients with the System as a means of payment.
2. The Partner is obliged to notify the Company of any failure or malfunction of the System in accordance with § 12 of the GT&C immediately, no later than the next Business Day after the Partner receives the information of the said occurrence.
3. The Partner undertakes not to make any changes to the System made available to them for use, and in particular, not to make any changes to the System's IT components and graphical interface, with the exception of modules in which the technical documentation of the System permits the Partner to introduce changes.
4. The Partner is obliged to exercise due diligence in their business activities to ensure the proper operation of the System.
5. The partner is also obliged:
 - a. to comply with the applicable legal provisions in the conduct of its business, and in the case of servicing Clients who are natural persons, in particular with the provisions of the Consumer Rights Act of 30 May 2014;
 - b. not to accept payment for the Products set out in Appendix 1 or other Products the sale or purchase of which is prohibited by law or which could damage the reputation of the Company, the Clients or other parties involved in the settlement, in particular the bank transferring the money at the Client's instruction, and undertakes to offer the Products in a fair and legal manner;
 - c. to prevent the use of the System for the purposes of criminal activities (including the crime referred to in

Article 299 of the Act of 6 June 1997 on the Penal Code) or in order to violate or circumvent the law or the rules of fair trading;

- d. not to introduce any content while using the System, especially content which violates any rights of the third party or is against decency;
 - e. to use due diligence to ensure that Partner offers Products which are free from any defects, and Products the sale of which does not infringe or threatens to infringe the rights of third parties, in particular, copyright and moral rights;
 - f. to cooperate with the Company and law enforcement authorities regarding security incidents of Transactions, in particular in situations where a Transaction was made using a stolen identity of the Client;
 - g. to take measures to prevent unauthorised access to the System (including the Balance and the functionality of the E-transfer tool) and not to provide unauthorised entities with data allowing access to the System;
 - h. to immediately, but not later than within 7 (seven) Business Days from the Partner's notification, report to the Company the loss, theft or misappropriation of devices under which the System (including the E-transfer tool) operates; or unauthorised use or access to the System (including E-transfer tool), or unperformed or unduly performed Transactions; thereby the Parties establish another than the one specified in art. 44 item 2 of the Act deadline for notifying the provider of events observed in there.
6. The notification of events referred to in item 5 letter h. or a request to block, unblock or replace authentication data of a blocked E-transfer tool, requires the Partner to make a notification in accordance with § 12 of the GT&C.
 7. The Partner is responsible for the acts and omissions of their employees and subcontractors in using the System as for their own.
 8. The Partner declares that the Products offered through the

Platform correspond to the category of goods and services provided by the Partner to the Company during the process of concluding the Agreement.

§ 7 (Rights and obligations of the Company)

1. The Company is obliged to make the System available to the Partner under the terms of the Agreement, including the provisions of the GT&C and the TFC.
2. The Company is entitled to deny the Partner the right to use the System by suspending its availability in whole or in part in case of:
 - a. the Partner's breach of the Agreement, in particular breach of § 6 items 3 and 5 of GT&C, with the reservation that if the Agreement is concluded by the Company with an Individual Entrepreneur, the suspension of making the System available in whole or in part due to breach of the Agreement's provisions other than infringement of § 6 items 3 and 5 of GT&C is possible after prior ineffective Partner's call to cease indicated infringements within a period not shorter than 3 Business Days, under pain of suspension of the System's availability;
 - b. if so requested by the Issuer, the payment method provider or the public administration authority supervising the Company (e.g. the Financial Supervision Authority),
 - c. ascertaining the occurrence on the part of the Partner of a state of insolvency within the meaning of the Act of 28 February 2003. Bankruptcy Law or threat of insolvency referred to in the Act of 15 May 2015. Restructuring Law, or the identification of other reasons allowing for the emergence of reasonable doubt as to the absence of Partner's liquidity.
3. The Company has the right to unilaterally make changes to the configuration of the System as follows:
 - a. making available Payment Instruments or payment methods not used so far, including further banks providing electronic banking services or making it impossible to use Payment Instruments or payment methods available so far;
 - b. the need to make changes in order to improve the security and functionality of the System;

- c. the need to make changes due to legal requirements or as a result of a decision or recommendation of the Company's supervisory authority;
 - d. development of the Services and the System.
4. If changes in the System configuration may result in the Partner's necessity to make changes to the method of integrating the Platform with the System, the Company will inform the Partner about the changes made in accordance with § 12 of the GT&C no later than 30 days before making them, unless the change is critical to improve the security or functionality of the System, or occurs for reasons beyond the Company's control, such as changes introduced by Issuers or payment method providers, in the case of which the Company will inform the Partner as soon as possible after becoming aware of them. Other changes in the System configuration are published as part of the technical documentation of the System made available to the Partner.

§ 8 (Settlements)

1. For the purpose of executing the Agreement, the Partner authorises the Company to receive payments from the Partner's Clients to the Company's bank account.
2. In the event that a Transaction does not take place for technical reasons attributable to the Company, the Company shall promptly, but no later than the end of the next Business Day after receiving the funds from the Client, return the amount of the Transaction received from the Client.
3. If, as a result of an acceptance of a complaint regarding a Transaction due to irregularities in the Partner's operation, or irregularities in the course of the Transaction resulting from reasons attributable to the Partner, the Company returns the amount of the Transaction to the Client, the Partner agrees to deduct from the current amounts due to them as a result of accepting payments the amount of the Transaction the complaint concerns, and the costs of returning the amount of the Transaction to the Client charged to the Company, unless the GT&C provide otherwise. This is without prejudice to other parts of GT&C according to which the Partner can be charged with the Transaction amount, costs and fees, in particular Chargeback provisions.
4. As part of the System Services, the Company provides the Partner with the information required by the Act about the amount of funds accepted on the Partner's behalf under the Service. The above information may also be displayed within the Panel.
5. The Partner acknowledges and agrees that in case the Company is notified by institutions responsible for verifying the accuracy of a Transaction that may be connected with committing a crime, in particular under Article 165a or Article 299 of the Polish Criminal Code, a Payment Transaction may not be executed or may be blocked, and the Partner shall not be entitled to any claims whatsoever, including, without limitation, claims for damages or compensation, whether in the form of payment for damages or interest. Immediately after the Company obtains information that a Transaction may be connected with committing a crime, in particular referred to in Article 165a or Article 299 of the Criminal Code, the Company will notify the Partner of such suspicion - unless such information is contrary to legal regulations or opposes the purpose of freezing funds (withholding and blocking) or not executing the Transaction.
6. In the case that:
 - a. the Company receives information from state authorities that the Partner committed or is suspected of committing a crime in connection with the use of the System,
 - b. the Partner undertakes any actions or activities that are contrary to generally applicable laws in connection with the use of the System,
 - c. the Company has a reasonable suspicion of fraud or criminal offence or violation of law by the Partner in connection with the use of the System,
 The Company is entitled:
 - a. to withhold the receipt of payments or payments of a specified type,
 - b. to suspend settlements with the Partner, including transferring payments of a specified type and blocking payouts of funds displayed on the Balance.
7. Acceptance of payments and settlements shall commence again

immediately after the reasons referred to in item 6 above cease to exist. The Partner shall be notified by the Company of the suspension of the acceptance of payments or settlements, unless such information is contrary to law.

8. The Partner's notification on changing or adding a new Partner's account number for settlements should be provided in writing (sent to the Company's address), in electronic form (sent to the Company's e-mail address established for purposes of contact), in documentary form by an e-mail (sent to the Company's email address established for purposes of contact), or using another secure communication channel provided to the Partner by the Company. The above notification should be delivered to the Company no later than 14 days before the planned date of changing or adding the Partner's account number for settlements in the System. The Partner's notification may also be included in an annex to the Agreement; then the deadline referred to above does not apply. The notification should be submitted by a person authorized to represent the Partner in accordance with applicable regulations or by a person designated by the Partner for purposes of the contact with the Company (indicated in the provisions of the Agreement or via the functionality of the System). The Company may make updating or adding a new Partner's account number for settlements dependent on positive verification of the bank account owner's identity using a verification transfer

§ 9 (Remuneration for the Company)

1. The remuneration payable to the Company for the provision of the Services is set out in the TFC.
2. If, in accordance with the TFC, the Partner is an entity obliged to pay remuneration to the Company, the provisions of the GT&C set out hereunder shall apply.
3. The Company shall issue a VAT invoice to the Partner for the remuneration due to the Company, in accordance with applicable tax law. The Partner accepts to receive invoices in an electronic form to the contact e-mail address indicated by the Partner. The Partner declares that they do not have a place of establishment or fixed establishment for

VAT purposes in Poland. The Partner is obliged to inform Autopay about any changes in the scope of VAT registration or fixed establishment for VAT purposes in Poland. In case of any additional tax charges (including the obligation to issue invoices, corrective invoices or interest on tax arrears), the Partner undertakes to pay them.

4. In case the Company's remuneration is to be deducted from the amount of transferred Transactions in accordance with the option set forth in the TFC, the Partner agrees to reduce the amount of transferred Transactions by the amount of the Company's remuneration. In case the Company's remuneration is not charged from the amount of transferred Transactions, the Company shall issue a VAT invoice to the Partner within the 14th day of the month following the month, to which the settlement refers, with a 7-day payment deadline (unless the TFC provides a different deadline). The remuneration due to the Company is calculated in accordance with the commission rate in TFC applicable on the date of commencement of the Payment Order (date determined in accordance with the technical documentation of the System). The Company shall provide the Partner with a collective (by brand or category of Payment Instrument or payment method), monthly report on the amount of accrued commissions, including interchange fees, and type of Transactions executed in a given settlement period.
5. In case the Partner does not pay the VAT invoice issued by the Company within more than 21 days from the due date, the Company is entitled to stop accepting payments or payments of a specified type, with the reservation that in case of an Agreement concluded by the Company with an Individual Entrepreneur, the Company is entitled to stop accepting payments or payments of a specified type after the Partner has been previously called to pay the overdue VAT invoice, under pain of stopping accepting payments, in the designated, additional period of not less than 7 days, and non-payment of the VAT invoice by the Partner in the additional deadline set.
6. Acceptance of payments shall be commenced as soon as the reasons referred to in item 5 above cease to exist.

§ 10 (Complaints and dispute resolution)

1. In terms of the correctness of System operation, the Partner shall

- submit their comments and complaints to the Company.
2. In the event of a complaint, the Company agrees to use its reasonable endeavours to restore the full functionality of the System within a period not exceeding 2 (two) Business Days.
 3. All notifications regarding the System should be submitted to the Company between 7:00 a.m. and 10:00 p.m. on Business Days and between 8:00 a.m. and 4:00 p.m. on Saturdays by phone at +48 58 7604 844 and by e-mail at platnosc@autopay.pl, and between 10:00 p.m. and 7:00 a.m. on Business Days and after 4:00 p.m. on Saturdays and on public holidays by phone at +48 783 340 049 and simultaneously by e-mail at monitoring@autopay.pl.
 4. With respect to the provision of payment services, the Company is subject to the supervision of the Financial Supervision Authority.
 5. Complaints about Transactions may be made:
 - a. in writing - in person at the Company, by postal carrier, courier or messenger to the Company's address or to the Company's electronic delivery address referred to in Article 2(1) of the Act on Electronic Delivery of 18 November 2020;
 - b. in electronic form – via the complaint form available on the website <https://pomoc.autopay.pl> or via electronic mail to the address: platnosc@autopay.pl;
 - c. orally – by telephone at 58 7604 844 between 8:00 a.m. and 10:00 p.m. on Business Days and on Saturdays between 8:00 a.m. and 4:00 p.m. (the call is charged according to the rates of the telecommunications operator) or personally for the record at the Company (between 8:00 a.m. and 4:00 p.m. on Business Days).
 6. The complaint should contain a brief description of the objections raised, together with the indication of detailed data enabling the identification of the Transaction and the Partner's Platform.
 7. At the Partner's request, the Company will acknowledge receipt of the complaint by e-mail or in writing.
 8. The Company shall investigate the complaint immediately, but no later than within 15 Business Days of receipt, whereby the Company shall use its best endeavours to make sure the complaints are dealt with by the Partner within less than 24 hours, on Business Days.
 9. In particularly complicated cases, which make it impossible to consider a complaint and provide a reply within the time limit specified in the paragraph 8, the Company shall explain to the Partner the reasons for the delay, indicate circumstances, which need to be determined in order to consider the complaint and indicate an estimated date of complaint consideration and reply, which may not be longer than 35 Business Days from the date of complaint receipt.
 10. If the complaint needs to be supplemented, the Company shall request the Partner to complete it.
 11. The Parties agree that replies to a complaint shall be provided by the Company via e-mail - to the Partner's e-mail address indicated by the Partner in the Agreement conclusion form.
 12. The Partner shall bear in mind that submitting a complaint immediately after the Partner becomes aware of the objections may facilitate and accelerate a reliable processing of the complaint by the Company.
 13. The complaint procedure does not exclude Partner's rights, to which they are entitled under the law.
 14. If the Company does not accept the claims resulting from the complaint, the Partner, being a natural person, has the right to apply to the Financial Ombudsman for consideration of the case.
 15. The court competent to judge disputes arising in connection with the performance of the Agreement between the Company and the Partner shall be the common Polish court with jurisdiction over the Company's registered office, with the reservation that in the case of an Agreement concluded by the Company with an Individual Entrepreneur, the court competent to judge disputes arising in connection with the performance of the Agreement shall be the common Polish court with jurisdiction over the place of jurisdiction under general provisions of law.
 16. Disputes arising from the Agreement at the Partner's request may also be resolved by the Court of Arbitration at the Polish Financial Supervision Authority.
 17. The Partner is entitled to lodge a complaint against the Company's actions to the Financial Supervision Authority if the Company's actions violate legal regulations.

§ 11 (Advertising activities)

1. Unless otherwise stated in the TFC, the Partner consents to the use of their data for informational and promotional purposes of the System. The above consent does not apply to personal data of the Partner processed by the Company on a different legal basis than the Partner's consent.
2. Unless otherwise stated in the TFC, during the term of this Agreement, the Partner consents to the use of their logo, which is their trademark, for informational and promotional purposes, in particular in presentations of payment services, on the website and materials of the Company.
3. The Parties shall strive to cooperate in the scope of promoting the System, which may involve placing on the websites chosen by the Company information about the Partner's use of the System.
4. The Partner undertakes to place information about the System in the locations where the Payment System is used in the following manner:
 - a. The Partner is obliged to include information about the Payment Instruments made available within the System, in particular the supported Cards and PBL, in the regulations and/or on the pages of the Platform dedicated to payments. This obligation may be fulfilled e.g. by means of the clause "Available forms of payment: Payment Cards (Visa, Visa Electron, MasterCard, MasterCard Electronic, Maestro), BLIK, Pay by link, Instant Transfers";
 - b. The Partner is entitled and - at the request of the Company obliged - to place on the Platform's page a web banner with Issuer's logos provided by the Company (e.g. on the Service tab with payment methods);
 - c. The Partner is obliged to inform the Clients that the entity providing the payment service within the Service is the Company and to place its logotype of on the Platform.

§ 12 (Communication)

1. Polish is the language the Company uses to communicate

with the Partner.

2. Insofar as the provisions of these GT&C, in particular §10 (Complaints and dispute resolution) do not provide otherwise, the Partner may communicate with the Company:
 - a. electronically, via the website <https://pomoc.autopay.pl> or the e-mail address platnosci@autopay.pl or other secure channel of communication provided to the Partner by the Company;
 - b. through the System, provided that the System makes such functionality available;
 - c. by phone at +48 58 7604 844 - from 8:00 a.m. to 10:00 p.m. on Business Days and from 8:00 a.m. to 4:00 p.m. on Saturdays;
 - d. in writing, to the following address: Autopay S.A., ul. Powstańców Warszawy 6, 81-718 Sopot, with the note: System Płatności Online (Online Payment System).
3. The Company communicates with the Partner electronically, on the phone, in writing, by other secure channel of communication provided to the Partner by the Company or via the System, if the System provides such functionality, but if nothing else follows from the provisions of GT&C or legal regulations - the basic form of communication with the Partner are e-mails.
4. The Partner shall bear the fees for Internet access and data transmission in accordance with the tariff of its operator.
5. Each Party undertakes to immediately inform the other Party about changes in its correspondence data, including changes in contact details, i.a. the email addresses of the representatives of the Parties designated to contact the other Party. In the absence of updates, correspondence sent to the previous addresses will be considered effectively delivered.

§ 13 (Personal data)

The Company, as a payment service provider, is the administrator of the personal data of the payment service users, including the personal data of payers and payees within the meaning of the Act.

§ 14 (Confidential Information)

1. The Parties hereby undertake not to disclose to unauthorised persons any information concerning the other Party, including information of a commercial or financial nature, information

- regarding the conditions of remuneration or that related to the organisation of the business of each Party, which constitute a business secret of the other Party within the meaning of the Act of 16 April 1993 on counteraction to unfair competition, acquired in connection with the conclusion or implementation of the Agreement, unless they obtain the written consent of the other Party in each specific case, or unless the information has been made public by the other Party, or unless the disclosure of the information is required by law, including at the request of authorised authorities.
2. The obligations of the Parties under this paragraph shall apply during the effectiveness of the Agreement and until 10 years after the termination of the Agreement. The above obligations shall still be effective in case the applicable provisions of law specify longer terms, including a situation when the obligations are not time-limited, in particular with regard to information that is confidential under the law.
 3. In the event of a confirmed disclosure of the data referred to above by one of the Parties, the other Party shall be entitled to seek appropriate compensation under the conditions provided for by generally applicable law.
4. The Partner undertakes to immediately notify the Company of any changes in the Partner's data previously reported to the Company regarding: (a) company data, e.g. name, address, legal form of business; (b) personal data, e.g. data of the person authorized to represent the Partner, data of the person authorized to contact the Company in working mode; (c) related to counteracting money laundering and terrorist financing, e.g. data of the beneficial owner or representative regarding the PEP status; (d) settlement, e.g. the registration status of the Partner's bank accounts used for settlements on the so-called white list of VAT taxpayers.
 5. The Partner agrees that in the event that a third party makes any claims against the Company in connection with the Partner's activities, in particular, in connection with the Partner's obligations to transfer funds received through the System to a third party or in connection with a payer's claim for reimbursement of funds transferred to the Partner, the Partner will enter into rights and obligations of the Company and, if that is not possible, will join the Company as a party in the relevant proceedings. In case of the claims referred to in the preceding sentence, or if the Company's reputation is at stake due to Partner's actions, the Partner will pay all reasonable costs incurred by the Company, including the costs of defending against such claims, the costs of settlements and damages. The Partner shall also cover any fines and penalties imposed on the Company as a result of the Partner's actions.
 6. The activation of selected Payment Instruments or payment methods may require conducting an appropriate verification of the Partner, their activity and the Platform (including the Products offered on the Platform) by the Issuer or the payment method provider. In such case, activation of a particular Payment Instrument or payment method will be confirmed by the Company by way of an email sent to the contact address of the Partner or through a technical announcement in the System. The Partner acknowledges that Issuers and payment method providers are entitled to conduct periodic or incidental reviews of the Partner, their business and the Platform (including the Products offered on

§ 15 (Reservations)

1. The Partner acknowledges that the possibility of using Payment Instruments is subject to limitations resulting from the internal conditions of their Issuers (e.g. in terms of preventing the use of the Payment Instrument by a group of corporate Clients) and to limitations of Transaction limits established by the Issuer issuing the respective Payment Instrument.
2. In accordance with the AML/CFT Act of 1 March 2018 and the Act, the Company may collect additional data from the Partner and Clients, as required by law.
3. Before concluding the Agreement and during its validity, the Company is entitled to verify the Partner by making a verification transfer from the Partner's bank account. A verification transfer is a transfer to an account designated by the Company to verify that the transferor's data matches the Partner's data submitted to the Company. If the TFC states so, the Partner bears the cost of the verification fee (then the transfer amount is equal to the Partner verification fee indicated in the TFC).

- the Platform).
7. Proper operation of the System requires periodic upgrades, maintenance and updates of systems enabling the provision of the Service, which may cause limitations in the use of the Service. If it is necessary to carry out the works referred to in the preceding sentence, the Company will inform the Partner about the works and the related interruption in the provision of the Service before the use of the Service. The Company undertakes to ensure that the availability of the System (understood as the Client's ability to pay for the Product using any of the Payment Instruments belonging to one of the categories of Payment Instruments supported by the Company offered under the Agreement) is 99%, measured on a calendar month basis. The period of interruption of the Services shall not include the unavailability of the System caused by (a) acts or omissions of the Issuers or other third parties involved in the execution of the Transaction, for whose acts or omissions the Company is not responsible, or (b) situations referred to in item 7 below or (c) technical works referred to in the first two sentences of this paragraph. The Company shall be liable under the provisions of law for any limitation in the use of the Service caused by the Company, which causes a decrease in the availability of the System below the threshold specified in this item, from the moment of their notification by the Partner in the manner specified in § 10 item 3 of the GT&C.
 8. Apart from cases indicated in mandatory legal regulations, the Company is not liable for damages incurred by the Partner or Clients caused by:
 - a. failure to transmit a Payment Order due to a transmission disruption, technical defect, equipment breakdown or interruption of the connection or a DDoS attack for reasons beyond the Company's control or beyond the control of persons for whom it is responsible;
 - b. failure or unavailability of the Partner's or other entities' IT systems, for whose operation the Company is not responsible;
 - c. force majeure;
 - d. use of the System by the Partner in a manner inconsistent with the Agreement or technical documentation of the System provided to the Partner by the Company.
 9. The Company is not responsible for the actions or omissions of third parties selected by the Partner (e.g. telecommunications operators providing services to the Partner, Internet providers for the Partner) and for the actions or omissions of any other entity providing software for the Partner.
 10. The Company shall not be liable for the consequences of a Payment Order incorrectly defined by the Client or Partner, in particular if an incorrect Payment Order amount, incorrect data, including the transfer title, or recipient data is submitted to the Company, or a payment which bypasses the System is made.
 11. The Partner shall be liable in full for unauthorised Transactions if the Partner has willfully or as a result of gross negligence violated one or more of their obligations under the Agreement.
 12. In case of justified reasons of System security, and in particular in case of suspicion of money laundering, the Company has the right to block a particular Transaction. The Company shall immediately inform the Partner about the blocking, unless such information is contrary to legal regulations.
 13. The Company has the right to block the E-transfer tool for reasonable reasons related to the security of the E-transfer tool or due to suspicion of unauthorised use of the E-transfer tool or intentional leading to an unauthorised Transaction. The Company shall inform the Partner about the blocking before the E-transfer tool is blocked or, if this is not possible, immediately after it is blocked, unless such information is unjustified for security reasons or prohibited by law.
 14. The Company shall unblock the E-transfer tool or replace it with a new one if the grounds for maintaining the blockade no longer exist.

§ 16 (Conditions for entering into, terminating and amending the Agreement)

1. An Agreement between the Company and the Partner may be concluded:
 - a. in writing, or
 - b. in an electronic form, or
 - c. in the form of a document, via an electronic form provided by

the Company for this purpose.

2. If the Partner applies for the conclusion of the Agreement via the electronic form, the provisions of this paragraph shall apply. Immediately after the positive completion of the identification and verification process, the Company shall confirm to the Partner the fact of concluding the Agreement by sending an appropriate message to the Partner's e-mail address. The confirmation includes information on functionalities made available within the System. Sending the confirmation of Agreement conclusion by the Company is a condition of Agreement conclusion. Failure to confirm the conclusion of the Agreement by the Company means that the Agreement has not been concluded.
3. Unless the Parties have agreed otherwise, the Agreement shall be concluded for an indefinite period.
4. If the Agreement is concluded for an indefinite period, either Contracting Party shall have the right to terminate the Agreement by giving three months' notice, with effect at the end of the calendar month.
5. The Company is entitled to unilaterally amend the Agreement. In the case of an Agreement concluded by the Company with an Individual Entrepreneur, the Company shall be entitled to unilaterally amend the Agreement only if at least one of the following important reasons occurs:
 - a. changes in taxes or charges of a public-law nature related to the provision of the Services;
 - b. the need to adapt the Agreement to legislation affecting the provision of the Services;
 - c. the need to adapt the Agreement to the requirements of the IPO, Issuers or Acquirers;
 - d. the need to adapt the Agreement to recommendations, directions, guidelines or other types of requests and orders formulated by supervisory authorities or other public administration bodies, or changes in their interpretation, including as a result of a final court ruling or issuance of a decision, resulting in the need to change the terms of provision of the Services by the Company;
 - e. the need to adapt the Agreement to the requirements of the external service providers (in particular the Issuers or another payment method providers);
 - f. the need to counter frauds;
 - g. increase in the costs of operating the System by at least 3% caused by the increase of energy prices, telecommunications connections, costs of interbank settlements, costs of operating the Company or costs for entities cooperating with the Company, where the Company is entitled to unilaterally amend the Agreement on this basis, provided that no more than 6 months have passed between the increase of the costs and notification to the Partner of the proposed changes to the Agreement;
 - h. a change in the level of the interchange fee or the system fee.
 - i. changes to the scope or type of functionality, tools or the Services offered by the Company resulting from: (a) the need to increase the level of security or protection of personal data, or to improve the usability of those functionalities, tools or Services; or (b) the occurrence of any of the circumstances referred to in items a-g above;
 - j. the provision of new Services by the Company.
6. The Company shall inform the Partner about the proposed changes to the Agreement no later than 14 days prior to the proposed effective date of the changes pursuant to § 12 of the GT&C. If the Agreement is to be amended only with respect to the TFC, the Company may inform the Partner of the amendment by sending to the Partner only the updated TFC. If the Agreement is to be amended only with respect to the GT&C (excluding the TFC), the Company may inform the Partner of the amendment by sending to the Partner only the updated GT&C (excluding the TFC).
7. The Amendments to the Agreement are binding on the Partner from the date of their entry into force if the Partner does not submit an objection within 14 days from the date of informing the Partner by the Company about the proposed amendments to the Agreement. To meet the objection deadline it is required to deliver the objection letter to the Company's registered office or to deliver the objection message to the Company by e-mail to regulaminy@autopay.pl not later than 23:59:59 on the last day of

- the 14-day objection period.
8. No objection from the Partner to the proposed changes is tantamount to agreeing to them.
 9. If the Partner objects to the proposed amendments, the Agreement shall terminate at the end of the day preceding the effective date of the proposed amendments.
 10. The Partner shall have the right, without prior notice to the Company, to terminate this Agreement with immediate effect if the Company is in gross breach of its obligations under this Agreement, particularly if such breach is of a continuing nature, or if the consequences of the breach are not remedied by the Company within 3 (three) Business Days of receiving a notice from the Partner to remedy such breach.
 11. The Company shall have the right, without prior notice to the Partner, to discontinue the provision of the Services or to terminate the Agreement with immediate effect in the event of a gross breach of the Agreement by the Partner, particularly if such breach is of a continuing nature, or if the consequences of the breach are not remedied by the Partner within 3 (three) Business Days from the date of receipt by the Company of the notice of such breach.
 12. The Agreement may be terminated electronically by e-mail or in writing.
 13. The Agreement may be terminated by the Company without adhering to the notice period also:
 - a. if the execution of the Agreement becomes impossible as a result of a final decision of the competent authorities prohibiting or restricting the Company's activities in the field covered by the Agreement, in particular by withdrawing the license to conduct activities related to the provision of payment services;
 - b. in the event of deletion of the Company from the register of payment service providers;
 - c. if the execution of the Agreement or the Services covered by the Agreement endangers the stability of the Company's business as a domestic payment institution;
 - d. when the Partner has stopped using the Payment Acceptance Service for six (6) consecutive months,

- except for cases when the interruption in the use of the Payment Acceptance Service is justified by the Partner's seasonal activity, of which the Partner informed the Company at the latest at the time of concluding the Agreement;
- e. if the Partner has failed to update the data required by the Company under the provisions of the Anti-Money Laundering and Countering the Financing of Terrorism Act of 1 March 2018, despite the Partner being requested by the Company to do so under pain of termination of the Agreement without notice.

§ 17 (Final provisions)

1. The Partner shall not be entitled to assign any right or obligation under the Agreement to any person or entity without the prior written consent of the Company.
2. The Partner accepts the content of the Company's Anti-Corruption Policy, which is attached to the GT&C.
3. If individual provisions of the Agreement or the GT&C prove to be null and void or ineffective in whole or in part for any reason, other provisions of the Agreement or the GT&C remain in force. In such case, the Parties shall replace the null and void or ineffective provisions with others in a way to achieve the purpose of the Agreement as fully as possible.
4. The Service is provided in the territory of the Republic of Poland.
5. The Agreement shall be governed by Polish law.
6. All appendices to the GT&Cs constitute an integral part hereof.

List of Appendices:

1. **Appendix No. 1 Prohibited products**
2. **Appendix No. 2 Detailed conditions for the provision of the Card Payment Acceptance service:**
 - 2a. General provisions**
 - 2b. Requirements concerning the Platform**
 - 2c. Chargeback**
 - 2d. Sensitive payment data**
 - 2e. Automatic payments**
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- 2i. Repayment of loan or credit receivables with the use of Card
- 2j. IFrame
- 3. Appendix No. 3 Additional work order template
- 4. Appendix No. 4 Detailed Terms and Conditions for the provision of the service of accepting payments using BLIK
- 5. Appendix No. 5 Detailed conditions for the Payment Acceptance service regarding PPRO Payments
- 6. Appendix No. 6 Detailed conditions for Payment Acceptance service regarding Loan Option
- 7. Appendix No. 7 Detailed conditions for Payment Acceptance service regarding Factoring Option
- 8. Appendix No. 8 Integrator
- 9. Appendix No. 9 Off-Platform Sale of the Product
- 10. Appendix No. 10 Company's Anti-Corruption Policy

Appendix No. 1 Prohibited Products

The Partner is not entitled to use the Payment Acceptance Service for Prohibited Products, a list of which is available at the address: <https://autopay.eu/offer/payments/online-payments/downloads>

The change of the above list shall be executed in accordance with the rules for the amendment of the GT&C.

Appendix No. 2 Detailed conditions for the provision of the Card Payment Acceptance Service

2a. General provisions

1. The provisions of this Appendix 2 apply irrespective of the provisions of the GT&C where, in accordance with the GT&C, the Company provides the Partner with the Card Acceptance Service.
2. The Partner undertakes to comply with the IPO Regulations in respect of the rights and obligations as well as prohibitions applicable to the Partner with regards to the Platform and in respect of the use of the System (including the provisions of the IPO Regulations on the use of IPO trademarks, transaction processing, as well as any provisions relating to IPO products or programs in which the Partner participates).
3. The Partner acknowledges that the provisions of this Appendix 2 reflect the requirements imposed by Acquirer and the IPO and are derived from the contents of the IPO Regulations, and Partner's failure to accept them shall result in the Partner being denied the Card Acceptance Service.
4. The Partner acknowledges that, in order to commence the service of Card Payment Acceptance it is necessary for the Partner to submit an application and for the Acquirer or the IPO to accept the application. In order to obtain the acceptance, it may be required to submit necessary documents and information, or to modify the information regarding the Partner or their Products on the Platform in accordance with the requirements of the Acquirer or IPO. The initiation of the service of Card Payment Acceptance shall be confirmed by the Company via email sent to the Partner's contact address.
5. The entity indicated in the TFC as the Acquirer plays an essential role in the process of accepting Card payments. Upon the Partner's request submitted to the Company with respect to a given Transaction, the Company shall provide the Partner with information on the entity playing the role of Acquirer and payment facilitator with respect to a given Transaction.
6. The Partner declares that:
 - a. to date, no agreement for accepting payments using payment Cards where the Card is not present has been terminated with them on the initiative of any payment institution, any settlement agent or IPO;
 - b. they have acquainted themselves and accept the Chargebacks operating rules contained in Appendix 2, item 2c.
7. The Partner is not authorised to:
 - a. claim to be a participant of the IPO system;
 - b. require a Client to waive the right to make a complaint about a Transaction;
 - c. enter into the System any Transaction which was previously questioned in the Chargeback procedure;
 - d. enter into the System any Transaction that the Partner knows or should have known to be illegal, fraudulent or unauthorized by the Client;

- e. require the Client to provide their full Card details of the Client (e.g. Card number or CVV/CVC code) without a conformation of complying with an appropriate PCI security standard;
 - f. enter into the System any Transactions which do not result from an agreement concluded between the Client and the Partner, or another legal title;
 - g. impose on Clients maximum or minimum amounts of Card payments which do not result from the limitations of the System configuration;
 - h. demand additional charges for the use of Cards (ban on surcharge) from Clients, unless permitted by law;
 - i. accept Card payments to refinance the Client's irrecoverable liabilities;
 - j. request Clients to provide their Card number for purposes other than the execution of a Transaction;
 - k. impose an additional tax burden on the Client, unless specifically required by law (all taxes must be entered into the System as an element of the principal amount of a Transaction, and not processed as a separate Transaction).
 - l. apply to Clients using the Card payment higher prices for the Products than those applied to Clients using Payment Instruments other than the Card.
8. The Partner undertakes that all Transactions submitted for authorization and settlement will comply with the requirements and regulations of IPO, and that any actions giving rise to such Transactions will not violate any applicable laws of the country of the Partner or of the domicile or seat of the Client.
9. The Partner acknowledges and agrees that the execution of Card Transactions shall take place in accordance with the IPO Regulations in force at the time the Card Transaction is executed, and that the IPO may amend the applicable IPO Regulations, in particular to restrict activities that:
- a. could harm or create a risk of harm for IPO, including damage to its reputation;
 - b. could adversely affect the integrity of payment systems or the flow of information within payment systems.
- The Partner undertakes that they will not take any action that could interfere with or prevent the IPO from exercising the above right.
10. The Partner is liable for damages against the Company for Transactions that are a criminal offence committed by the Partner or violate the IPO regulations up to the amount of such Transactions, and the penalties imposed by the IPO in connection with such Transactions.
- The Partner shall fully cooperate with the Company, the Acquirer (where the Company is not directly acting as Acquirer pursuant to the TFC) and the IPO in any investigation relating to the above Transactions.
11. The Parties unanimously declare and agree that if, pursuant to the TFC, the role of Acquirer is performed by an entity other than the Company, the Company shall provide the Card Payment Acceptance Service until the value of the Transactions made by the Partner using the Cards during the financial year exceeds the USD 1,000,000.00 limit. If the value of Transactions made by the Partner using the Cards on a financial year basis exceeds the equivalent of USD 1,000,000.00, the Partner, in order to continue to use the Card Payment Acceptance Service, shall be obliged to conclude a Card Payment Acceptance Agreement directly with a clearing agent designated by the Company, unless the Company informs the Partner that this obligation has expired and that the Company may continue to provide the Card Payment Acceptance Service even after the threshold has been exceeded.
12. The Company is not obliged to render the Services in case the Partner is excluded from participating in Card Payment Acceptance programs in the cases specified in the IPO Regulations (in particular, in the case of activities involving fraud, money laundering, activities aimed at circumventing the IPO Regulations, generating a level of Chargebacks that is not accepted by the IPO, processing Transactions that do not comply with applicable law or causing material or image damage to the IPO).
13. In the event that the Transactions are classified as "high risk" in accordance with the IPO Regulations, the Partner must comply with any additional requirements imposed by the Company or IPO (in particular with regard to security, authorisation or risk control), of which the Partner shall be informed by the Company.

14. The Partner is obliged to immediately notify the Company of any event known to the Partner, including the Partner's own act or omission, that has or may have an adverse effect on the Partner's ability to fulfil their obligations under the Agreement, or causes or may cause damage to the Company, IPO or the Issuer.
15. The Partner is obliged to notify the Company of any significant change in the nature, scope of activity or significant deterioration in the financial condition of the Partner.
16. The Partner undertakes to allow IPO, the Acquirer, or the Company (or persons designated by the said entities) to visit to the Partner's registered office or place of business, and to inspect the Partner's equipment and infrastructure related to the business, copies of financial documentation, internal procedures, permits, licenses, insurances, registrations and other documentation if required by law or the IPO regulations. The above inspections and visits shall be carried out in order to verify the compliance of the Partner's activities with the provisions of the Agreement and the IPO Regulations, including compliance with the IPO trademark protection requirements and the IPO safety requirements.
17. The Company has the right to verify the Partner prior to the commencement of Card payments and during the term of the Agreement in the IPO databases and other publicly available databases, in order to verify whether the Partner is listed in them as an entity with regards to which other companies have raised objections or whose financial situation raises objections.
18. The Company has the right to request the Partner's consent for additional verification, in particular in credit or business information databases and other databases requiring the Partner's separate consent, and the Partner undertakes to give such consent at any time during the term of the Agreement, no later than 7 (in words: seven) Business Days from the receipt of the request by the Partner. The lack of the Partner's consent for additional verification entitles the Company to terminate the Agreement with immediate effect in the part concerning the Card Payment Acceptance Service, which will be communicated by the Company at the time the request is submitted to the Partner.
19. The Company is entitled to monitor the compliance of the Partner's usage of the Card Payment Acceptance Services with the IPO regulations. In case of any irregularities on the part of the Partner, The Company shall set an appropriate deadline for rectifying the irregularities, under the pain of termination of the Agreement in part regarding Cards. In the event that the irregularities are not rectified within the deadline, the Company has the right to terminate the Agreement in the part relating to the Card Payment Acceptance Services with immediate effect, without notice. Notwithstanding the foregoing, the Company is entitled to cease the Card Payment Acceptance Service immediately if an unacceptable level of Chargeback occurs (understood as a situation when the Company is informed of at least 75 Chargeback complaints in a given calendar month, which at the same time constitutes at least 0,65% of Card Transactions executed within the month).
20. The Company is entitled to immediately terminate the Agreement in the part relating to the Card Payment Acceptance Service at the request of the Acquirer, Issuer or the IPO, as well as in the event if the Partner's action could harm or constitute a risk to the reputation of IPO.
21. The Partner is obliged to meet the following safety requirements:
 - a) to cooperate with the Company, the Acquirer and IPO, as well as with law enforcement agencies in the control and monitoring of risk and prevention of Card fraud by providing information on the circumstances of a Transaction using a stolen or falsified Card;
 - b) not to share the Cardholder's data with unauthorised persons;
 - c) to prevent the improper use or copying of Cards, and inform the Company about any events related to Card Transactions processed by the Partner that would indicate an attempt of or an act of committing an offence by the Partner's Clients;
 - d) to read all instructional materials concerning the acceptance of Cards and handling of Transactions, which will be provided to the Partner by the Company;

- e) to handle Cards in accordance with the IPO technical standards;
- f) to train their staff responsible for risk management to ensure an appropriate level of security, adapted to the dynamics of the Internet payment environment;
- g) to prevent Card fraud by:
 - i. monitoring an anomalous number of orders or attempts at making an order, significantly deviating from the average number of orders made on the Partner's Platform;
 - ii. monitoring atypically high amounts of Transactions, significantly deviating from the average value of Transactions made on the Partner's Platform;
 - iii. monitoring an unusually high number of individual Transactions made from the same IP number, to the same delivery address or by the same Client;
 - iv. monitoring an unprecedentedly high activity of a Client, characterized by frequent filling in of the order form on the Platform and resigning from the order;
 - v. monitoring of unusual Transaction data, in particular ordering the shipment of a Product outside the country, to an inaccurately described place of receipt or a general address of receipt, e.g. offices, schools, dormitories, etc.;
 - vi. notifying the Company immediately of any detected abuse, no later than within 2 Business Days after the detection of the abuse.

2b. Requirements concerning the Platform

1. The Partner undertakes to present the following information on the Platform in an easily visible manner:
 - a) full name and address of the Partner's registered office (it cannot be merely the address and number of the mailbox), the Partner's correspondence address and the Partner's trademarks, under which the Partner conducts their activity connected with the Platform;
 - b) the Partner's contact details (e-mail address, telephone number), the data concerning the location which serves as the Partner's customer service office;
 - c) information regarding the available forms of payment with the specification of Cards and the IPO logotypes in the colours and format provided by the Company;
 - d) Terms and conditions describing the conditions of purchase and delivery of the Products with particular emphasis on:
 - i. the delivery methods offered by the Partner, also with regards to partial deliveries;
 - ii. information on the full cost of delivery,
 - iii. possible restrictions related to the supply of goods and exports,
 - iv. terms and conditions of Client complaints and returns of Products, as well as the possibility or the lack thereof for the Client to withdraw from a Transaction,
 - v. personal data privacy policy, including the information on the methods of personal data protection used by the Partner,
 - vi. information about the Partner's liability towards the Client, including liability for the delivery of goods or services and handling of possible claims,
 - vii. explicit indication that the Partner is an entity offering Products on their own behalf and is accountable to Clients for the Transactions;
 - viii. possible conditions of promotions
 - e) a description of the Product including at least:
 - a. the name of the Product,
 - b. description of the main utility feature,
 - c. the name of the manufacturer or importer,
 - d. price and currency, and information on whether VAT is included;
 - f) additional information as specified in the IPO Regulations when accepting high-risk payments from the gambling industry.
2. All the above information should be available in Polish and, if the

Partner's Platform offers services in foreign languages, also in appropriate translations. The information specified in letters a and b above should be visible for Clients on every page of the purchase process on the Platform (a link to the page containing the indicated information is not sufficient).

3. Prior to concluding a Transaction, the Partner is required to obtain confirmation from the Client that they have read the terms and conditions of purchase and delivery of the Products.
4. If the Partner does not accept all Cards or other payment instruments of a given Card scheme, they are obliged to inform the Client of this fact in a clear and unambiguous manner upon informing the Client about the Cards and payment instruments of a given Card scheme that the Partner accepts. This information should be placed on the Partner's Platform and provided to the Client in due time before concluding an agreement with the Client.
5. The Partner undertakes to provide the Client with a confirmation of the purchase of the Product or the repayment of receivables within the Product. The confirmation should be delivered by e-mail or traditional mail and contain the following data:
 - a. the date of the Transaction,
 - b. the amount of the Transaction, specifying the applicable tax and additional fees charged by the Partner,
 - c. the currency of the Transaction,
 - d. the Partner's name together with the Partner's commercial designation under which the Partner conducts their activity with regards to the Platform,
 - e. the Partner's Internet address,
 - f. a description of the Product,
 - g. Card number (in the format provided by the Company),
 - h. the name of the Card scheme (in the format provided by the Company).

The above obligation to provide information "in the format provided by the Company" shall be construed as lack of said obligation in case the Company does not provide said data to the Partner.

6. The Partner undertakes to keep, for a period of not less than

24 months from the date of a given Transaction, all paper and electronic documents relating to each Transaction of purchase of the Product or of the repayment of receivables within the Product (in particular: agreements, regulations, invoices, cost estimates, documents confirming receipt of a Product, copies of the confirmation of purchase of the Product or the repayment of receivables within the Product referred to in the above paragraph and other documents required by IPO in the IPO Regulations). The Partner is obliged to provide the above documents and other information requested by the Company at any time, in particular in the event of Chargeback. The Partner acknowledges that a failure to provide the requested documents and information on time, or a failure to do so at all may result in the acceptance of a claim and charging the Partner with the amount of the Transaction the claim concerned and the Chargeback fee.

2c. Chargeback

1. In the event that the Company is informed by the Issuer, Acquirer or IPO about Chargeback complaints amounting to at least PLN 100, the Company may withhold the transfer of subsequent Transactions for Authorisation and settlement until the Partner explains the circumstances being the basis of Chargeback complaint and submits the necessary documents (in particular those specified in Appendix 2b. item 6) and other information regarding the Transaction which in accordance with IPO Regulations constitute sufficient basis for rejecting the Chargeback complaint. The Company will call the Partner to submit explanations and above documents and information within a specified term, not shorter than 3 days from the date the Partner is notified of such obligation, under pain of withholding the transfer of subsequent Transactions for Authorisation and settlement. In case the Partner fails to submit the required explanations, information and documents within the above term or they are not sufficient to reject the Chargeback complaint in accordance with IPO Regulations, the Company is entitled to withhold the transfer of subsequent Transactions for Authorisation and settlement. The Company is entitled to withhold the transfer of subsequent Transactions for Authorisation and settlement without prior notification of the Partner if the Company is informed by the Issuer, Acquirer of IPO

- of submitted Chargeback complaints which amount to at least PLN 1500.
2. The Company shall inform the Partner about reported Chargebacks claims. The Partner undertakes to pay a fee for each Chargeback claim submitted by Clients (the amount indicated in the TFC). The Partner agrees for automatic deduction of Chargeback fees from current payments to the Partner (unless otherwise stated in the TFC).
 3. The Company shall conduct an investigation in accordance with the regulations of the Card system under which the Card was issued.
 4. In order to commence the investigation referred to in item 3, the Partner is obliged to provide the Company with the requested documents (in particular those indicated in Appendix 2b, item 6) and information regarding the Transaction without delay and no later than 7 days after receiving such request from the Company.
 5. In the event that the Card Issuer, Acquirer or IPO accepts a Chargeback, the Partner shall be charged with the amount of the Transaction. The Partner consents to automatic deduction of the above amount of Transaction from the current payouts to the Partner (unless otherwise provided in the TFC).
 6. In the event that the Card Issuer or IPO accepts a Chargeback and the Transaction amount cannot be deducted from the current payouts to the Partner, the Company is entitled to request the Partner to pay the amount of the Transaction and Chargeback fees on the basis of an accounting document issued with a seven-day payment period.
 7. Regardless of the reasons and the manner of the expiry or termination of the Agreement (e.g. notice of termination, termination with immediate effect, expiration), the Partner's obligations regarding Chargebacks shall remain in force for the period of 24 months of the day after the date of termination of the Agreement.
- storage) of Sensitive Payment Data by the Partner.
2. The Partner is not authorised to process the full Card number or the CVC/CVV code; the Partner may only store the first six or four last digits of the Card number and a unique automatic transaction identifier, the so-called "ClientHash", assigned by the Company.
 3. Depending on the method of integration of the Partner's systems with the System, the Partner agrees to comply with the relevant PCI security standards (<https://www.pcisecuritystandards.org>) and to provide immediately upon the request by the Company or IPO the relevant documents confirming the Partner's compliance with the PCI standard (regardless of the method of integration, the Partner cannot display the full Card number on the Platform).
 4. The Partner is obliged to notify the Company in advance whenever any of the Partner's subcontractors is to access the Clients' Card data and update such information accordingly during the term of the Agreement. The Partner is obliged to document and ensure the compliance of their subcontractors with the PCI security standard.
 5. In case the Partner stores, processes or sends Sensitive Payment Data, the Partner agrees to apply the following security requirements:
 - a) apply solutions securing the confidentiality, integrity and availability of the Platform and payment sessions in accordance with the principles of good practice (e.g. OWASP) against popular attack vectors (e.g. interception of the session, "man-in-the-middle" attacks, SQL injection, cross-site scripting, buffer overflow);
 - b) ensure encrypted communication between the Client and the System (recommended "end-to-end" encryption with SSL/TLS protocol version 1.2 or higher) at each stage of the payment session (in particular, entering all data by the Client into the payment gateway functioning "in the background" on the Platform should be secured with an SSL certificate or other strong encryption methods); in case of interruptions of the encrypted connection, the Payment Acceptance Service should be disabled;
 - c) apply appropriate security solutions to secure the Partner's networks, websites, servers and communication links against abuse and attacks (including regular vulnerability scanning of technical infrastructure, scanning of encryption

2d. Sensitive payment data

1. This Section shall apply in case of processing (including

systems, regular updates of operating systems and applications, execution of infrastructure penetration tests);

- d) limit the internal access of the Partner's employees to data and resources related to the subject matter of the Agreement to the minimum necessary, in accordance with the least privilege access basis;
 - e) implement appropriate processes to monitor, track and restrict access to Sensitive payment data, critical logical and physical assets, such as networks, systems, databases, security modules, etc;
 - f) create, store and analyse relevant event logs and audit trails in order to ensure accountability of actions;
 - g) collect, transmit, process and visualise Sensitive payment data at a minimum level;
 - h) conduct periodical audits of the applied security measures by the Partner at their own expense;
 - i) cooperate closely with the Company and the relevant law enforcement authorities in the event of security incidents with regards to the payment services provided, caused by the operation of the software on the Partner's part, in particular to provide all necessary information requested by the Company or the relevant law enforcement authorities within a maximum of 3 Business Days;
 - j) not use any technical solution that enables the Partner or a third party to listen to or intercept Card data provided by a Client via the iFrame.
6. The Company is entitled to terminate the Agreement in part regarding Cards with immediate effect if the Partner violates the requirements referred to in the previous point and fails to remedy the violation within 5 Business Days of the call to do so, under pain of termination of the Agreement with immediate effect.
 7. If IPO or the authorities having supervision over the Company update or issue new safety recommendations, the Company shall inform the Partner about these recommendations, and the Partner is obliged to implement them immediately.

2e. Automatic payments

1. This section applies if – in accordance with the TFC – the Company makes automatic payments available to the Partner.
2. In case the Partner provides their Clients with automatic payments in the form of cyclical (recurring) Card payments, the Partner should:
 - a) conclude an agreement of a continuing character with the Client and obtain the Client's express consent to cyclical charging of the Card with a specified amount at specified intervals (e.g. on the 10th day of each month) for the specified period, however, the information provided to the Client by the Partner should include at least the following information: the amount of the charge (indicating whether the amount is fixed or variable; in case variable amount, it should be described how the transaction amount will be determined), the frequency of the charge (indicating whether the frequency may be subject to change and how the transaction date will be determined), agreement term, including trial or promotional term during which the Card is not charged and the agreed form of communication between the Partner and the Client concerning cyclical payments, including withdrawal of the Client's consent to cyclical charging of the Card (e.g. the Partner's contact e-mail address),
 - b) provide - on the request of the Company - a confirmation of conclusion of the contract specified in point (a) and the consent obtained (in a paper or electronic form, including the Client's login data on the Platform),
 - c) provide the Client - via the agreed form of communication - with a confirmation of the information indicated in point (a) above within two (2) Business Days from the date of the Client's consent to make cyclical payments,
 - d) provide on the Platform on-line handling of the Clients' requests for cancelling cyclical Card payments,
 - e) inform the Client about the latest possible date within the specified billing period, by which the Client may send to the Partner their declaration of cancelling cyclical Card payments, as a result of which the Card will not be charged,
 - f) in case the promotional or trial term during which the Card has not been charged comes to an end: no later than 7 days

- prior to the initiation of a cyclical Card transaction, the Client should be informed of the amount and term of the Card transaction and the possibility to send to the Partner their declaration of cancelling cyclical Card payments, as a result of which the Card will not be charged,
- g) in the event that the Partner receives a declaration of cancelling cyclical Card payments - send to the Client an acknowledgement of receipt of such declaration, inform the Client of any amounts due (if the request has not been sent within the time limit specified in letter e. above), and immediately update the data in the System to ensure proper handling of payment orders by the Company,
 - h) inform the Client no later than 7 days prior to the initiation of a cyclical Card transaction if more than 6 months have elapsed since the last cyclical Card transaction, or if there is any change in the amount or frequency of the cyclical Card transaction or if the agreement between the Client and the Partner is amended,
 - i) immediately update all data concerning cyclical Card payments in the System in order to ensure correct processing of payment orders by the Company (in particular, the Partner undertakes not to provide any further identifiers initiating a transaction if the Client requests to cancel cyclical Card payments).
3. If the Partner provides their Clients with automatic payments in the form of oneclick Card payments, the Partner should:
- a) obtain the Client's express consent to save the Card data on the Platform in an encrypted form in order to enable the Client to make payments on the Platform "with one click", i.e. without the need to enter the Card data every time, as well as determine the form of communication between the Partner and the Client regarding the oneclick payment, including the Client's resignation from the oneclick payment (e.g. Partner's contact email address),
 - b) provide - on the request of the Company - a confirmation of the above consent (in a paper or electronic form, including the Client's login data on the Platform),
 - c) offer the oneclick payments only to those Clients who have set up their account/profile in on the Partner's Platform, protected with a secure login and password (however, the Client must provide his or her name at registration),
 - d) ensure secure communication with the System (communication in an encrypted form) on the part of their IT infrastructure, in particular, exercise due diligence in order to prevent the payment from being made by a Client who is not logged in or a person misrepresenting themselves as the Client,
 - e) inform the Client about the rules of making the oneclick payments, and about the fact that the Company is the entity handling the payments to the Partner,
 - f) provide on the Platform on-line handling of the Clients' requests for cancelling their consent to make the oneclick payments,
 - g) oblige the Client to keep the data for logging into the Client's account/profile on the Platform confidential,
 - h) before each Transaction is completed, inform the Client of the amount payable and the Card number to be debited (the first six or last four digits of the Card number), and obtain a clear confirmation of the above details from the Client (button: 'please charge my Card with the above amount' or other equivalent),
 - i) immediately update all oneclick payment data in the System in order to ensure proper handling of payment orders by the Company (in particular, the Partner undertakes not to provide further transaction identifiers in case of the Client's resignation from the from the oneclick payments),
 - j) accept any restrictions imposed by Card Issuers with respect to the oneclick payments, in particular the limits (in terms of amount or quantity) of the Transactions made,
4. The Partner acknowledges that a failure to comply with the requirements set out in the above points may result in accepting a complaint and charging the Partner the amount of the disputed Transaction and the Chargeback fee.

2f. E-wallet solutions

1. This section applies where - in accordance with the TFC - the Company makes E-wallet solutions available to the Partner.
2. The Partner acknowledges that, in order to make E-wallet solutions available, it is necessary for the Company to submit an appropriate application and for the IPO or the Acquirer to accept the application. In order to obtain the acceptance, it may be required to submit necessary documents and information regarding the Partner in accordance with the requirements of the IPO or the Acquirer. Acceptance of the application shall be confirmed via making E-wallet solutions available in the System.
3. The Company offers E-wallet solutions compliant with the Partner's System configuration. Subject to item 2 above, the activation of the Card Payment Acceptance service on the Partner's Platform automatically activates the Card Payment Acceptance service with the use of the currently offered E-wallet solutions. The Partner may decide to make available or deactivate all or selected E-wallet solutions by choosing an appropriate configuration of the System on their side or sending a notification to the Company.
4. The launch of selected E-wallet solutions may require the Partner to meet additional requirements of the solution providers. Activation of the Card Payment Acceptance service with the use of the E-wallet solutions, pursuant to the provisions of point 1 above, is equivalent to the Partner's acceptance of the regulations of these providers. The current regulations of the E-wallet solutions providers is available at: <https://autopay.eu/offer/payments/online-payments/downloads>.
5. Payment Acceptance via E-wallet solutions shall each time result in charging a commission for the Company, applicable to the Card payment method. Any additional fees for making the E-wallet solutions available are indicated in the TFC.
6. With respect to Card payments via Mastercard Click to Pay solution, the Partner:
 - a) declares that they shall have all rights enabling to use Mastercard Click to Pay solution in accordance with item 6 herein and other Click to Pay program requirements provided to the Partner by the Company on behalf of Mastercard;
 - b) appoints the Company as their payment service provider with respect to Mastercard Click to Pay solution;
 - c) entitles the Company to provide Mastercard with information on the name together with the commercial designation under which the Partner conducts their sale of the Products;
 - d) undertakes that the sale of the Products using Mastercard Click to Pay solution shall be in line with legal regulations, including tax regulations, applicable to the Partner's activity and shall not involve any signs of fraud;
 - e) in case of receiving from Mastercard via the Company any personal data of the Clients while using Mastercard Click to Pay solution, the Partner undertakes to provide the Clients with the information on processing their personal data and use them only for the performance of the payment via Mastercard Click to Pay solution;
 - f) undertakes not to use Mastercard Click to Pay solution to payments for Prohibited Products (in accordance with the Attachment no. 1 of the GT&C);
 - g) undertakes to have all rights, including permits and licenses, necessary for providing Mastercard with any content presented on the Platform, including images of the Products, in order to make Mastercard Click to Pay solution available;
 - h) undertakes not to use Mastercard Click to Pay solution in a manner that infringes any contracts concluded by the Partner with third parties;
 - i) in case of receiving request from Mastercard via the Company, undertakes to provide contact data of the Partner's representative in matters related to Mastercard Click Pay solution and to update provided contact data if changed;
 - j) undertakes to allow Mastercard to verify the compliance of the Partner's activity on using Mastercard Click to Pay solution in accordance with item 6 herein and other Click to Pay program requirements provided to the Partner by the Company on behalf of Mastercard, including to perform an

- inspection/audit of the Partner's activity on that matter at the Partner's expense, Partner undertakes to remedy any irregularities identified; the inspection/audit shall be performed not more than once a year, unless Mastercard reasonably suspects a gross breach of the Partner's requirements;
- k) accepts that Mastercard has a right to suspend Partner's ability to use Mastercard Click to Pay solution at any time, without prior notice and having to justify the decision on the suspension, and that neither Mastercard nor the Company shall be liable for damages incurred by the Partner as a result of the suspension;
- l) accepts that Mastercard Click to Pay solution is provided by Mastercard without any warranty of its suitability or flawless and uninterrupted operation;
7. With respect to card payments made available using the Mastercard Click to Pay or Visa Click to Pay solution, the Partner undertakes to comply with the Click to Pay trademark protection standards specified by EMV Co. (<https://www.emvco.com/emv-technologies/secure-remote-commerce>).
8. The Partner agrees to indemnify the Company, the Acquirer, Mastercard, Visa and Issuers for: (a) any breach by the Partner of their obligations set forth in the MasterPass Operating Rules or Mastercard Click to Pay solution rules or Visa Click to Pay solution rules, (b) the Partner's use of payment acceptance service with the use of the MasterPass or Mastercard Click to Pay or Visa Click to Pay solution, (c) the actions of any person (including any developer and/or administrator) or entity authorised by the Partner to integrate with or access on behalf of the Partner to the MasterPass services or Mastercard Click to Pay solution or Visa Click to Pay solution, (d) infringement of Mastercard or Visa intellectual property rights, (e) a third party claim against Mastercard or Visa in relation to the Product.
- 2g. DCC**
1. This section applies where - in accordance with the TFC -
- the Company makes the DCC option available to the Partner.
2. Credit Card currency payment - Dynamic Currency Conversion (DCC) - is available only to the holders of the Cards supported by the Company, issued in the currencies covered by the DCC service.
 3. The standard currency of transaction is the currency of settlement. If the Cardholder does not select the DCC payment option, it is necessary to complete a transaction in the currency of settlement.
 4. In order to complete the DCC Transaction, the Company must receive an explicit statement of the Cardholder's will to make the DCC Transaction before such Transaction is completed.
 5. The procedures for handling Transactions should be the same for the Transactions made in the currency of settlement and for the DCC Transactions; in particular, it is prohibited to use procedures inducing the Cardholder to make the DCC Transaction.
 6. Before completing a Transaction, the Company shall inform the Cardholder of the amount of a Transaction in the currency of settlement, the amount of a Transaction in the Card currency, the exchange rate and the source of the reference rate.
 7. The decision to qualify the Card as fit for the DCC Transaction is made each time by IPO, on the basis of an exclusive algorithm, in particular, it is possible that a Transaction made with the use of an international Card will not be qualified for the DCC Transaction. The Partner is not entitled to any claims arising from such event.
 8. It is possible to make the following types of Transactions with the DCC option:
 - a) sales,
 - b) refunds (in the currency of the sale Transaction).
 9. In the event that the refund is made with the use of the DCC option, it is possible that the currency exchange rate is different than the exchange rate binding when the sale transaction was made. Settling and registering a refund are made at the exchange rate applicable on the date of execution of these transactions (the so-called current exchange rate).
 10. The Partner shall be solely liable for all claims of the Clients arising in connection with the change of the exchange rates specified in item 9.
 11. The handling of Card currency transactions (DCC/eDCC) is subject to the following rules:

- a) if a sale transaction was made with the use of the DCC option, the refund should also be made with the use of the DCC option,
 - b) if a sale transaction was made in the currency of settlement, it is not possible to make the refund with the use of the DCC option.
12. The Partner is responsible for any complaints and the consequences, including damages incurred by the Company, resulting from the Partner's failure to comply with the provisions contained herein.
 13. The Company transfers to the Partner the funds from the DCC Transactions in the currency of settlement.

2h. Preauthorisation

1. This section applies where - in accordance with the TFC - the Company makes the option of Preauthorisation available to the Partner. The Partner acknowledges that, in order to make the option of Preauthorisation available, it is necessary for the Company to submit an appropriate application and for the IPO or the Acquirer to accept the application. In order to obtain the acceptance, it may be required to submit necessary documents and information regarding the Partner in accordance with the requirements of the IPO or the Acquirer. Acceptance of the application shall be confirmed via making the option of Preauthorisation available in the System.
2. When using Preauthorisation, the Partner is obliged to:
 - a) obtain the Client's express consent to the reservation of a specified amount on the Card account for a specified period of time, where the Client's consent should include at least the following information: the amount of the reservation, the maximum time of the reservation (where the time of reservation may be indicated in a descriptive manner, e.g. "the reservation will be cancelled upon return of the undamaged vehicle") with a possible indication that the Card may be debited with the final amount of the Transaction (where the amount may not be higher than the amount of the Preauthorisation), the title of the Preauthorisation (e.g. "the reservation secures the return of funds due to possible damage to the vehicle"),
 - b) provide - on the request of the Company - a confirmation of the above consent (in a paper or electronic form, including the Client's login data on the Platform),
 - c) request the Company to debit the Card with the amount of the Transaction (this amount may not be higher than the amount of Preauthorisation), provided that the reservation of funds has not been previously cancelled by the Partner or the Company,
 - d) in the event that the Preauthorisation is made in order to guarantee the booking of a Product offered by the Partner (e.g. hotel room rental, means of transport or equipment), the Partner is obliged to:
 - i. provide the Client with the Terms and Conditions of the booking no later than at the time the Client makes the booking;
 - ii. provide the Client with a confirmation of the booking;
 - iii. provide the Client with the possibility of cost-free cancellation of the booking within 24 hours from the date of providing the Client with the confirmation of the booking;
 - iv. keep the booking for a minimum period of 24 hours from the agreed starting date of the booking (specified in the agreement with the Client), unless the Client cancels the booking beforehand, within the period indicated in the Partner's booking cancellation policy;
 - v. If the Partner does not make the booked Product available to the Client within the period agreed in the agreement with the Client, the Partner agrees to provide the Client with a similar Product at no cost and to cover any additional costs incurred by the Client in this respect,
 - e) repair any damage suffered by the Company as a result of the Partner's failure to comply with the above requirements, and, in particular, to cover the amount of the disputed Transaction and the Chargeback fees.

2i. Repayment of loan or credit receivables with the use of Card

1. This section applies if the Company renders to the Partner the

- service of Card Payment Acceptance for the purpose of the repayment of loan and credit receivables.
2. The Partner acknowledges that, in order to commence the service of Card Payment Acceptance regarding the repayment of loan and credit receivables, it is necessary for the Partner to submit an application and for the Acquirer or IPO to accept the application. In order to obtain acceptance, the Partner may be obliged by the Company to submit necessary documents and information, in particular to confirm its financial credibility, experience, market position and possession of necessary permits. The initiation of the service of Card Payment Acceptance shall be confirmed by the Company via email sent to the Partner's contact address.
 3. In case of the initiation of the service of Card Payment Acceptance regarding the repayment of loan and credit receivables, relevant provisions of the list of Prohibited Products mentioned in the Attachment no. 1 do not apply, however, the said exclusion regards solely the Platform accepted under the Partner's application, as in point 2 above, and cannot be construed broadly.
 4. The repayment of the loan and credit receivables with the use of the Card shall be made taking into account the following limitations:
 - a) only debit Cards are accepted;
 - b) only the Cards issued by Polish banks are accepted.
- assessment conducted by the Company: the result of a quarterly PCI ASV audit including scanning of external (public) IP/network/domain addresses - IPv4 and/or IPv6 (audit carried out by one of the authorised vendors, from a list available at the address: https://www.pcisecuritystandards.org/assessors_and_solutions/approved_scanning_vendors)
3. The Partner is obliged to remedy all losses incurred by the Company (including the return of the amount of penalties imposed by the ICO) as a result of making the Card data available to unauthorised persons, which was caused by the Partner's failure to comply with the technical or formal iFrame security requirements, including the requirements set out in Appendix 2d (Sensitive Payment Data).
 4. The Partner undertakes to perform quarterly PCI audits at their own expense, unless otherwise agreed by the Parties.
 5. The Company is entitled to prevent the Partner from accepting payments via iFrame at any time for justified security reasons, in particular if the documents referred to in point 2 above are not provided, if payment incidents occur, or if the security requirements set out in Appendix 2d (Payment Sensitive Data) are not met.

Appendix No.3 Additional work order template

The following order template shall apply if the Partner and the Company agree to order additional work beyond the terms and conditions of the Service.

Date, place

Order (number)

Subject: Additional work connected with the Agreement for Payment Acceptance concluded on (date)

(The Partner's data)

Hereinafter referred to as the Partner

commissions

(Data of the Company)

1. The Partner hereby orders and the Company undertakes to perform the following development services: (work description)

2f. iFrame

1. This section applies if the Company renders the iFrame Payment Acceptance Services.
2. The Partner undertakes to submit the following documents to the Company, in an electronic form:
 - a. once, before concluding the Agreement: the completed SAQ-A PCI questionnaire (Section 2); the document shall be provided by the Company or is available for download at <https://www.pcisecuritystandards.org> ;
 - b. not more frequently than quarterly, upon request of the Company, where justified by an individual risk

2. Price of the order:gross/net
 3. Deadline for implementation:
 4. Payment date:

On the Partner's behalf: (signature)

On behalf of the Company, I undertake to perform the work:
 (signature)

**Appendix No. 4 Detailed Terms and Conditions for the
 provision of the service of accepting
 payments using BLIK**

1. This Appendix 4 shall apply if - in accordance with the TFC - the Company makes available to the Partner the BLIK Payment Acceptance Service.
2. The Partner acknowledges that the provisions of this Appendix 4 reflect the requirements imposed by the PSP and the Partner's failure to accept them will result in the Partner being denied the ability to launch the BLIK Payment Acceptance Service.
3. The Partner undertakes to place and maintain on its Platform the information and trademarks of the BLIK payment system in scope of and form provided by the Company.
4. The Partner undertakes to provide the Client with a confirmation of the purchase of a Product or of the repayment of receivables within a Product. The confirmation should be delivered electronically or by post and contain the following information:
 - a) the date of the Transaction,
 - b) the amount of the Transaction,
 - c) the currency of the Transaction,
 - d) Partner's name,
 - e) Partner's internet address,
 - f) Product description.
5. The Partner agrees to keep, for a period of not less than 24 months from the date of a given Transaction - all paper and electronic documents relating to each purchase Transaction of the Product or of the repayment of receivables within the Product (including: agreements, terms and conditions, invoices, cost estimates, documents confirming receipt of the Product, copies of the

confirmation of the purchase of the Product or of the repayment of receivables within the Product referred to in the point above). The Partner is obliged to provide the above documents and other information requested by the Company upon each request of the Company, in particular in case of a claim regarding a BLIK Transaction made by the Client. The Partner acknowledges that a failure to provide the documents and information requested on time, or a failure to do so at all may result in accepting a claim and charging the Partner the amount of the disputed Transaction and a fee for the complaint handling.

6. The Partner undertakes to cooperate with the Company in complaint handling, and to perform the obligations arising in connection with complaint handling, in particular return payments which arise in connection with the complaints accepted by the Issuer or the PSP. The Company shall notify the Partner of the complaints made.
7. In the event that the Issuer or the PSP accepts a complaint, the Partner shall be charged with the amount of the Transaction the complaint concerned. The Partner consents to automatic deduction of the above amounts of Transactions from the current payouts to the Partner (subject to the TFC).
8. In the event that the Issuer or PSP accepts a complaint and the amount of the Transaction cannot be deducted from current payments, the Company shall be entitled to demand payment from the Partner of the amount of the Transaction the complaint refers to and the complaint handling fee on the basis of an accounting document issued with a seven-day due date.
9. The Partner shall be liable for Transactions entered into the BLIK payment system by the Partner in bad faith or as a result of a criminal offence.
10. The Company may terminate the Agreement with immediate effect in the part relating to the BLIK Payment Acceptance Service on the request of PSP or the Issuer, in particular if the PSP payment system determines that the Partner's conduct damages or poses a risk to the BLIK payment system or the Issuer.
11. Regardless of the reasons and the manner of termination of the Agreement (e.g. notice of termination, termination with immediate effect, expiration), the Partner's obligations connected with complaints regarding BLIK transactions shall remain in force for the period of 24 months (in words: twenty-four months) of the

day after the date of the termination of the Agreement.

Appendix No. 5 Detailed conditions for Payment Acceptance Service regarding PPRO Payments

1. This Appendix 5 applies where - in accordance with the TFC - the Company has made available to the Partner Payment Acceptance Services with the use of PPRO Payments.
2. The Partner acknowledges that provisions of this Appendix No. 5 reflect the requirements imposed by PPRO, and the lack of their acceptance by the Partner results in the refusal to launch Payment Acceptance Service with the use of PPRO Payments.
3. Definitions:
 - a) Sanctions List - any of the lists of designated or sanctioned individuals or entities (or equivalent) issued by any Sanctions Authority, each as amended, supplemented or substituted from time to time;
 - b) Sanctions Authority - (i) the European Union or any member state thereof; (ii) the United Kingdom; (iii) the United States, (iv) the United Nations Security Council; or (v) the respective governmental institutions and agencies of any of the foregoing including, without limitation, OFAC, Her Majesty's Treasury, the U.S. Department of Commerce and the U.S. Department of State;
 - c) Economic Sanctions Law - applicable economic or financial sanctions, restrictive measures, trade embargoes or export control laws imposed, administered or enforced from time to time by any Sanctions Authority;
 - d) PPRO Regulations – PPRO Payment Methods Specific Terms of Use, available at the address: <https://autopay.eu/offer/payments/online-payments/downloads>
4. The Partner acknowledges that, in order to commence the service of PPRO Payments, it is necessary for the Company to submit an application and for PPRO to accept the application. In order to obtain acceptance, it may be required to submit necessary documents and information regarding the Partner in accordance with the requirements of PPRO. Acceptance of the application by PPRO shall be

confirmed via making PPRO Payments available in the System.

5. The Partner shall, without any delay, notify the Company of any change regarding the information and documents submitted to the Company, according to item 4 above.
6. The Partner acknowledges that PPRO systematically verifies the Partner in terms of the requirements specified in the application referred to in item 4. In case that the Partner has ceased to meet the acceptance criteria, PPRO is entitled to revoke the granted access, which will result in the inability to provide the Service by the Company, in the scope of PPRO Payments.
7. The Partner chooses local payments operators, used as a part of PPRO Payments, from a list available in the TFC.
8. The Company makes the funds received in accordance with PPRO Payments by the Company on the Partner's behalf available to the Partner within 10 days following the Business Day on which the Company received the Payment Order.
9. By using PPRO Payments, the Partner undertakes to comply with generally applicable laws, including Economic Sanctions Law, as well as PPRO Regulations regarding to the use of Payment Instruments made available by any local payment operator as part of PPRO Payments.
10. The Partner acknowledges that the use of certain local payment operators, specified in PPRO Regulations, carries a risk of a Chargeback. In case that any funds from individual Transactions are held back by PPRO due to the Chargeback risk, the Partner agrees for automatic deduction of the abovementioned amounts from current payments to the Partner (unless otherwise stated in the TFC). In the event that said amount cannot be deducted from the current payouts to the Partner, the Company is entitled to request the Partner to pay the amount of the funds held back by PPRO on the basis of an accounting document issued with a seven-day payment period.
11. The Partner acknowledges that the use of certain local payment operators, specified in PPRO Regulations, carries a risk of a Client to cancel or revoke a Transaction, subject to the terms and conditions of the respective bank with which the Client holds an account. In case that any Transaction is not carried out by PPRO due to a Client's cancellation or revocation, the Partner agrees for automatic deduction of the abovementioned amounts from current payments to the Partner (unless otherwise stated in the

- TFC). In the event that said amount cannot be deducted from the current payouts to the Partner, the Company is entitled to request the Partner to pay the amount of the funds held back by PPRO on the basis of an accounting document issued with a seven-day payment period.
12. The Partner is not allowed to demand additional charges for the use of PPRO Payments (ban on surcharge) from Clients, in case it is forbidden by generally applicable laws or local payment operator's requirements, specified in PPRO Regulations.
 13. The Partner undertakes to inform the Company, without undue delay, about any Platforms, other than those mentioned in an application referred to in item 4 hereof, used by the Partner.
 14. In the event of a breach by the Partner of generally applicable laws, including Economic Sanctions Law, the Company is entitled to terminate the Agreement with immediate effect in the part concerning PPRO Payments.
 15. The Company is entitled to terminate the Agreement with immediate effect in the part concerning PPRO Payments at the request of PPRO, in particular as a result of PPRO's finding that the Partner's conduct causes damage or a risk of serious financial damage on the part of PPRO.
- Loan Option or to deactivate selected Loan Option, at the request of the Loan Option provider, in particular submitted as a result of the Partner's noncompliance with requirements of the Loan Option provider referred to in item 2 above or unacceptable to the Loan Option provider level of credit risk related to the Products or an industry in which the Partner operates.
4. In case the Client accepts the Loan Option offered to the Client by a bank or another authorized entity as a payment method in the System, the Client shall be transferred to the webpage of the loan-granting institution in order to submit their loan application.
 5. Granting a loan is subject to positive credit verification of the Client by the institution offering the loan, and meeting other requirements specified in the regulations of this institution.
 6. In the event of a positive decision of the institution to grant a loan, the Company shall provide the Partner with an appropriate transaction message.
 7. The Partner is not authorised to make available the Loan Option in respect of the Product categories indicated on the website <https://autopay.eu/offer/payments/online-payments/downloads>.
 8. The Partner undertakes to initiate refunds of the Transactions via the functionality of the System and to inform the Clients that the refunds shall be made to the bank account of the Loan Option provider who shall decide on transferring funds further to the Client.

Appendix No. 6 Detailed conditions for Payment Acceptance service regarding Loan Option

1. This Appendix 6 shall apply where - in accordance with the TFC - the Company has made available to the Partner a Payment Acceptance Service using the Loan Option.
2. The Partner acknowledges that, in order to make the Loan Option available, it is necessary for the Company to submit an appropriate application and for the Loan Option provider to accept the application. In order to obtain the acceptance, it may be required to submit necessary documents and information regarding the Partner in accordance with the requirements of the Loan Option provider. Acceptance of the application shall be confirmed via making the Loan Option available in the System.
3. The Company shall have the right to terminate the Agreement with immediate effect in the part relating to the

Appendix No. 7 Detailed conditions for Payment Acceptance Service regarding the Factoring Option

1. This Appendix 7 shall apply where - in accordance with the TFC - the Company makes the Factoring Option Service available to the Partner.
2. The Factoring Option Factoring Option consists in enabling the Partner, on the terms specified by the factoring service provider, to sell the receivables due against the Client to an external provider of the factoring service, while granting the Client a deferred payment date by this provider.
3. The condition for making the Factoring Option available as a payment method with the Partner is that the Partner concludes a separate agreement with the provider of a given factoring service. The conclusion of the agreement referred to in the preceding sentence depends on the Partner's fulfillment of the conditions

specified by the relevant factoring service provider and is subject to his sole discretion. The Company is not responsible for a factoring service provider refusing to conclude an agreement.

4. The Partner may provide the Factoring Option only to non-consumer Clients.
5. The use of the Factoring Option by the Client requires a separate agreement between the Client and the factoring service provider. In order to conclude the agreement, the Client may be transferred to the website of the factoring service provider.
6. Provision of financing by the factoring service provider in relation to a given receivable (Transaction) depends on the fulfillment by the Customer of the requirements specified by the factoring service provider, including positive credit verification of the Customer.
7. If financing is granted by the factoring service provider, the Company shall provide the Partner with an appropriate transaction message and provide the Partner with the funds transferred to the Company by the factoring service provider.

Appendix No. 8 Integrator

1. The provisions of this Appendix shall only apply if - in accordance with the TFC - the Company provides the Partner with the option of participation of an Integrator who performs the technical implementation of the System on the Platform, and/or provides the Partner and Clients with the Platform through which the Partner sells Products.
2. With respect to the participation of the Integrator, the following modifications to the GT&C are made:
 - a) whenever the GT&C refer to the Panel, the Panel may also be made available through the software offered by the Integrator;
 - b) the Partner's obligation indicated in §4, item 3 of the GT&C does not apply if the Company has commissioned the Integrator to implement the System as part of the Platform;
 - c) whenever the GT&C refer to the Platform, the Platform

shall also mean the website or mobile application, administered by the Integrator and indicated in the contents of the TFC, through which the Client may purchase Products from the Partner or make a payment for a Product;

- d) if the Company changes the configuration of the System referred to in §7 item 4 of the GT&C, the Company will inform the Integrator of the changes made;
 - e) the Partner may instruct the Integrator to perform on behalf of and for the Partner the obligations set out in §11 item 4 of the GT&C and in the Appendices to the GT&C: 2b, 2d, 2e and 2h;
 - f) in addition to the requirements indicated in §4 item 2 of the GT&C, the Partner must be a current user of the software offered by the Integrator and maintain this status throughout the duration of the Agreement;
 - g) in addition to the reasons specified in §16, item 13 of the GT&C, the Company has the right to immediately terminate the Agreement concluded between the Company and the Partner in case of the termination of the agreement between the Company and the Integrator takes place in a manner that makes it impossible to terminate the Agreement with 3 months' notice as well as in case of receiving information by the Company from the Integrator on ceasing to use the Platform provided to the Partner by the Integrator.
3. In view of the fact that the Integrator is an entity responsible for the integration of the System into the Platform:
 - a) the Partner declares that he has authorized the Integrator to perform factual actions related to the management of the Platform, including receiving from the Company data on the status of processed Transactions (among others, personal data of the Clients acting as payers within the meaning of the Act), providing the Company with information on the Partner's bank account numbers for disbursement of funds from executed Transactions, providing the Company with data on the Client's e-mail address (in the event that the Company, upon the Partner's order, sends notifications to the Clients on processed Transactions),
 - b) the Partner declares that he has authorised the Integrator to establish with the Company all technical details relating to the configuration of the System,

- c) to the extent specified in items a-b above, the Integrator acts in the name and on behalf of the Partner, and the Partner is responsible to the Company for the accuracy, completeness and timeliness of the data transmitted through the Integrator.
- 4. The Partner releases the Company from payment secrecy to the Integrator in respect of all data relating to the Balance and the Transactions.
- 5. The Company is not responsible for the unavailability of the System or lack of functionality of the System caused by circumstances attributable to the Integrator.
- 6. The provisions of this paragraph apply only if, according to the provisions of the TFC, the Integrator acts as the Partner's proxy for the Balance being a payment account:
 - a) the Partner declares that it has appointed the Integrator as his proxy for the Balance maintained by the Company under the System, and under the power of attorney granted, the Integrator is authorised to carry out the following operations on behalf of the Partner:
 - i. disposing of the funds displayed on the Partner's Balance using the E-transfer tool by submitting payment orders for the transfer of funds from the Balance to (i) Partner's designated bank account for withdrawals held with a domestic bank; (ii) to the bank account from which the payment was made (so-called reimbursement service); (iii) to the Integrator's payment account for settlements between the Partner and the Integrator for providing the Service;
 - ii. sending technical messages to the System allowing the Partner to accept transactions initiated with Payment Instruments of the Clients within the Service;
 - iii. obtaining by the Integrator all information about Partner's transactions processed within the System (including information about the status of transactions and data of payees and payers);
 - iv. providing or indicating in the System the data necessary for carrying out transactions within the

System (including payee and payer designations, payer email addresses, payer and payee bank account numbers, transaction titles);

- v. obtaining individual credentials of the Integrator as a proxy of the Partner within the System.
- b) the Partner declares that, in accordance with the content of the power of attorney referred to in item a above, granted to the Integrator, the Partner has waived its revocation for reasons justified by the content of the legal relationship on which the power of attorney is based, and in the event that the said waiver proves to be invalid or ineffective, the Partner undertakes not to revoke the above power of attorney for the duration of the Agreement;
- c) on the basis of the power of attorney referred to in item a above, the Company issues to the Integrator the E-transfer tool, whereby the Integrator disposes of funds displayed on the Partner's Balance in the manner indicated in item a.i above;
- d) the Parties agree that all operations carried out by the Integrator under the authority granted shall be treated as actions to which the Integrator is duly authorised. Accordingly, the Partner shall indemnify the Company for any claims relating to the Integrator's acts or omissions under the authority granted.

Appendix No. 9 Off-Platform sale of the Product

1. The provisions of this Appendix shall only apply if the Partner submitted an application to the Company for the Payment Acceptance Service to be provided for the process of selling the Product outside of the Partner's Platform and the application was accepted by the Company after verification whether the Partner complies with the requirements set out in this Appendix and after accepting by the Company the risk related to making the Payment Acceptance Service available in that manner under the Company's internal policies. In order to obtain the acceptance, it may be required to submit necessary documents and information regarding to the off-Platform sale of the Product process. Acceptance of the application shall be confirmed to the Partner by the Company.
2. Providing the Payment Acceptance Service for the off-Platform

- sale of the Product process is available for selected industries and categories of the Products which shall be verified by the Company under the requirements set out in the Company's internal policies during the evaluation of the application referred to in item 1.
3. The Payment Acceptance Service for the off-Platform sale of the Product may be limited to selected Payment Instruments.
 4. The Partner undertakes to inform the Company under the application referred to in item 1 about:
 - a) measures to comply with the legal requirements on the off-Platform sale of the Product, including by providing the Company with the documented process of the Client's purchase compliant with the requirements of the consumer rights law;
 - b) an industry and the Products to be sold off-Platform;
 - c) rules on complaints, returns and withdrawal from the Product sale contracts by the Client;
 - d) measures to archive consents given by the Client in the sale Product process;
 - e) contact data of the Partner's representative responsible for handling the Chargeback process.
 5. The Partner undertakes to immediately inform the Company about any changes in information provided in accordance with item 4.
 6. The Partner acknowledges that providing the Payment Acceptance Service for the off-Platform sale of the Products may be suspended by the Company at any time, without Partner's prior notice, in case of the Company receiving a request of the Issuer, IPO or Acquirer to do so or Partner's noncompliance with the requirements set out in this Appendix or unacceptable to the Company level of risk related to providing the Payment Acceptance Service in that manner.

Appendix 10 The Company's Anti-Corruption Policy

The Principles of Anti-corruption Policy

1. Autopay S.A. (the "Company") has established internal anti-corruption rules and procedures, including appropriate

organizational, personnel or technical measures aimed at preventing the creation of an environment conducive to corrupt practices undertaken by persons or entities representing or cooperating with the Company ("Entities").

2. Corrupt practices are understood as any acts of an Entity aiming at promising, proposing, demanding, granting or obtaining by the Entity or by another person acting on its behalf, directly or indirectly, bribes or any other undue benefits (which may also have the form of a specific act or omission in relation to the performance of a function in the Company by the Entity), in exchange for a bribe or other undue benefit promised, proposed, demanded, granted or received by another person or entity (which may also take the form of a specific action or omission in connection with the performance of a specific function by a given person or entity), including a corruption offense, in particular specified in art. 229, 230, 230a, 296a § 2-4, 299 and 305 of the Act of June 6, 1997 Polish Penal Code.
3. Basic principle of the Company's anti-corruption policy:

Corrupt practices are strictly forbidden

4. Detailed principles of the Company's Anti-corruption Policy:
 - a) It is forbidden to create and use within the Company mechanisms for committing Corrupt practices, as well as to cover the costs of providing property or personal benefits, including using the assets of the Company.
 - b) Any person undertaking cooperation with the Company, by accepting the Anti-corruption policy, shall become familiar with the principles set out in the Anti-corruption policy and with the principles of liability for Corrupt practices, including criminal liability for corruption offenses, in particular those specified in art. 229, 230, 230a, 296a § 2-4, 299 and 305 of the Act of June 6, 1997, Polish Penal Code.
 - c) No part of the remuneration or any other receivables under any contract to which the Company is a party may constitute or be intended to cover any costs of providing property or personal benefits to any of the parties to such contracts, persons representing or acting on their behalf, or any other person.

- d) The Company has established a code of ethics, specified in item 2 below, which includes a declaration rejecting corruption.
- e) It is acceptable to receive and give small gifts, business gifts or other benefits (for example, meals or business events), provided that such small gifts, business gifts or benefits in particular cannot:
 - involve any expectations regarding beneficial decisions or other business benefits from the recipient, or
 - affect the routine course of official or business affairs, or
 - induce to perform or prevent from performance of specific duties by the recipient.

In addition, bribes or any other financial or material benefits, in particular those concealed in other contractually or legally owed amounts, are forbidden, for example in the form of the whole or a part of the commission due in connection with concluding an agreement by the parties, in return for obtaining any business, material or personal benefits.

- f) It is forbidden to make any decision based on Corrupt practices.
 - g) Information on suspected corruption proposals or committed Corrupt practices concerning a Person representing or acting on behalf of or for the benefit of the Company should be communicated to the direct supervisor of a given Person or to the Management Board of the Company.
- 6. We give criticism **only** face-to-face and give credit in the presence of the whole group.
 - 7. We strive for **personal development** and **constant improvement of qualifications**.
 - 8. We **respect** our **time** and the time of other people.
 - 9. We care about our **health** and **well-being**.
 - 10. We pay attention to the **protection of the natural environment** and endeavour to live in harmony with it

Code of ethics of Autopay Group:

- 1. We undertake to **respect** and **observe** the principles of the **rule of law**.
- 2. We **do not accept or provide** any benefits of corrupt nature.
- 3. We care about the **good image** of the company with our work, behaviour and proper appearance.
- 4. In our relations with clients, we follow the rules of **fair play** and **win-win**.
- 5. We work in teams where we **help** each other.

Table of Fees and Commissions (TFC)

The Table of Fees and Commissions below defines the types of Services provided by Autopay for the Partner and includes all possible costs of providing the Services and regulates individual options of Service provision for the Partner. The payments shall be charged in accordance with the configuration of the System requested by the Partner.

Service type	Access granted	Type of fee	Fee amount
Categories of Payment Instruments available within the Payment Acceptance Service (A-F):			
A. Cards, including:			
a) Visa	YES	commission	For currency PLN/EUR/CZK/RON/HUF: Credit and debit cards Consumer EEA cards 1.40% + 0.25 EUR Premium EEA cards 1.90% + 0.25 EUR for each Transaction International cards 3.25% + 0.25 EUR for each Transaction
b) Mastercard	YES	commission	Provided that Premium and International cards do not account for more than 5% of card transaction turnover. If not the rate applicable to card transactions is 3.25% + 0.25 EUR.
c) E-wallet solutions	YES	commission	Additional commission (apart from the commission for payment card transaction): NO
d) Automatic payments	NO	commission	Additional commission (apart from the commission for payment card transaction): NO
e) Card transactions with the use of Dynamic Currency Conversion (DCC)	YES	commission	Additional commission (apart from the commission for payment card transaction): NO
f) Preauthorization	NO	commission	Additional commission (apart from the commission for payment card transaction): NO
B. Bank transfer (Pay-by-link) and/or PIS (according with the System configuration)			
a) Poland	NO	N/A	N/A
b) Slovakia	NO	N/A	N/A
c) Czechia	NO	N/A	N/A
C. Instant transfers	YES	N/A	N/A

D. BLIK	YES	N/A	N/A
E. SEPA transfer (EUR)	NO	N/A	N/A
F. PPRO Payments			
a) Bancontact	NO	N/A	N/A
b) Bancomat Pay	NO	N/A	N/A
c) EPS	NO	N/A	N/A
d) Klarna (Pay Later)	NO	N/A	N/A
e) MyBank	NO	N/A	N/A
f) Paysafecash	NO	N/A	N/A
g) Paysafecard	NO	N/A	N/A
h) Satispay	NO	N/A	N/A
i) Satispay Enterprise	NO	N/A	N/A
j) Skrill	NO	N/A	N/A
k) SEPA Direct Debit	NO	N/A	N/A
l) Trustly	NO	N/A	N/A
Accepting payments with the use of the Loan Option			
a) Alior	NO	N/A	N/A
b) PayPo	NO	N/A	N/A
c) BLIK-L	NO	N/A	N/A
d) Santander	NO	N/A	N/A
e) Payka	NO	N/A	N/A
Accepting payments with the use of the Factoring Option	NO	N/A	N/A
Refund service	in accordance with the configuration of the System	lack of a separate fee	included in the Autopay commission for each Transaction
Payment of funds to the Partner's bank account			
a) collective payment or payment of the indicated amount	in accordance with the configuration of the System	lack of a separate fee	included in the Autopay commission for each Transaction
b) one-off payment (payment is made after each Transaction)		lack of a separate fee	included in the Autopay commission for each Transaction
c) payment to the individual bank accounts of the Partner (so-called mass collect)		lack of a separate fee	included in the Autopay commission for each Transaction
Deadline for funds to be made available to the Partner ("D+X" denotes the number of Business Days following the Business Day on which Autopay received the Payment order)			
D+1	in accordance with the configuration of the System	lack of a separate fee	included in the Autopay commission on each Transaction
D+0		lack of a separate fee	included in the Autopay commission on each Transaction
D+X		lack of a separate fee	included in the Autopay commission on each Transaction
The Partner's Own payment to the Balance displayed in PLN:			
A. Bank transfer (Pay-by-link)/PIS	NO	N/A	N/A
B. Instant transfers	NO	N/A	N/A
C. BLIK	NO	N/A	N/A
Implementation fee	NO	N/A	N/A

Preparatory fee	NO	N/A	N/A
Maintenance fee	NO	N/A	N/A
Minimum fee	NO	N/A	N/A
Chargeback fee charged for each recorded complaint filed by the Client (regarding the Card)	YES	one-off	EUR 10 net
Complaint fee charged for each recorded complaint filed by the Client (regarding BLIK)	NO	N/A	N/A
Verification fee (non-refundable)	NO	N/A	N/A

Card payment (specific provisions)		
Information of the components of the Autopay fee:		
	VISA	MasterCard
Interchange fee (determined by the International Payment Organization and paid by the acquirer for the issuer of the payment card)	Information on the fee available via the website: https://autopay.eu/offer/payments/online-payments/downloads	Information on the fee available via the website: https://autopay.eu/offer/payments/online-payments/downloads reference: Interchange Fee
System fee (determined by International Payment Organizations and constituting their revenue)	Information on the fee available via the website: https://autopay.eu/offer/payments/online-payments/downloads	Information on the fee available via the website: https://autopay.eu/offer/payments/online-payments/downloads reference: System fee
Autopay margin	difference between the value of the commission on a Transaction and the sum of the interchange and system fees	difference between the value of the commission on a Transaction and the sum of the interchange and system fees
Partner's consent:		
a. to charge collective fees constituting the Autopay fee for Card Transactions		YES
b. to present collective information (by the brand or the category of the payment instrument) regarding the rates of interchange fees and ICO System fees (in form of a link to ICO websites)		YES
c. to deliver collective information (by the brand or the category of the payment instrument) on the amount of fees for all Card Transactions in form of a transaction report delivered to the Partner once a month		YES
Information about the entity acting as Acquirer and the so-called payment facilitator		
Information about the entity acting as Acquirer	Information about the entity acting as the so-called payment facilitator	Use in the Agreement
Autopay S.A. (address: ul. Powstańców Warszawy 6, 81-718 Sopot)	N/A	YES
Fiserv Polska S.A. (address: Al. Jerozolimskie 100 00-807 Warszawa)	Autopay S.A.	YES

Other arrangements of the Parties:		
Entity obliged to pay remuneration and other charges to Autopay	Partner	
The method of payment of remuneration for Payment Acceptance	Remuneration shall be collected automatically and debits the Balance	NO
	Remuneration shall be collected automatically from the Transaction amount transferred to the Partner	YES

	Remuneration shall not be collected automatically and shall be paid by the Partner on the basis of a VAT invoice	NO
The method of payment of remuneration for Own payments	Remuneration shall be collected automatically and debits the Balance	NO
	Remuneration shall be collected automatically from the Transaction amount transferred to the Partner	YES
	Remuneration shall not be collected automatically and shall be paid by the Partner on the basis of a VAT invoice	NO
The method of payment of remuneration for payments executed within the E-transfer tool	Remuneration shall be collected automatically and debits the Balance	NO
	Remuneration shall be collected automatically from the Transaction amount transferred to the Partner	YES
	Remuneration shall not be collected automatically and shall paid by the Partner on the basis of a VAT invoice	NO
Method of payment for other charges:		
Chargeback/accepted complaint of the Transaction	Charge shall be collected automatically and debits the Balance	NO
	Charge shall be collected automatically from the Transaction amount transferred to the Partner	NO
	Charge shall not be collected automatically and shall be paid by the Partner on the basis of a VAT invoice	YES
Remaining remuneration	Remuneration shall be collected automatically and debits the Balance	NO
	Remuneration shall be collected automatically from the Transaction amount transferred to the Partner	YES
	Remuneration shall not be collected automatically and shall be paid by the Partner on the basis of a VAT invoice	NO
Invoice payment due date	N/A	
Use of the Partner's data and logo for information and promotional purposes in accordance with the GT&C	YES	
Currencies supported by the System		
Payment Cards	PLN/EUR/USD/GBP/CZK/HUF/RON/DKK/SEK/CAD/NOK/CHF/RUB/UAH/TRY/BGN/ILS (according to the configuration of the System)	
SEPA transfer (EUR)	EUR	
Bank Transfer (Slovakia)	EUR	
PPRO Payments	EUR	
Other payment methods	PLN	
Integrator		
Does the Agreement cover the Integrator's participation:	NO	
Integrator data:	N/A	
Does the Integrator administer the Platform:	N/A	
Name of the Platform administered by the Integrator:	N/A	
Is the Integrator a proxy to the Balance?	N/A	