

Terms and conditions of a single payment transaction in PayU

Section 1. General provisions

1. These Terms and Conditions define rules of providing services within the scope of processing electronic Payments, being a single payment transaction. It shall not be required to open a bank account to be able to access and use the Service, and any operations connected with it shall not be considered banking activities as defined in the Banking Law.
2. The entity providing the Service to Customers is PayU S.A. with the registered office in Poznań, 60-166 Poznań, at ul. Grunwaldzka 186, entered into the Registry of Entrepreneurs kept by the District Court for Poznań – Nowe Miasto i Wilda in Poznań, CZ office Antala Staška 2027/77, 140 00 Praha 4, Czech Republic, 8th Commercial Department of the National Court Registry under KRS number 0000274399, having a tax identification number NIP: 779-23-08-495, share capital of PLN 4,944,000.00 paid up in full, a domestic payment institution as defined in the Act on Payment Services of 19 August 2011, entered into the register of payment services under number IP1/2012 (hereinafter referred to as “PayU”). PayU’s activities in respect of payment services are supervised by the Polish Financial Supervision Authority.
3. The Services shall be provided after the Customer has read and accepted the contents hereof.
4. The Service may be provided only to Customers having equipment allowing to access the Internet, including software used to browse online resources.

Art. 2. Definitions

The terms and expressions used herein shall have the following meaning:

1. **Customer** – a natural person, a legal person or an organisation unit not having a legal personality that is provided by a legal capacity and that has concluded an agreement for a single electronic payment transaction with PayU;
2. **Partner** – a bank or an acquirer or finance institution granting loans, cooperating with PayU in supporting payment tools as defined in art. 3 (2);
3. **Merchant** – an entity that has concluded an agreement with PayU, allowing to make Payments;
4. **Service** – a service provided by PayU for the Customer hereunder, which involves making Payments; a payment service as defined in the Act on Payment Services of 19 August 2011 ;
5. **Business Day** – a day other than Saturday, Sunday and public holiday, when PayU carries out its activities;
6. **Website** – a website administered by the Merchant through which the Merchant offers goods or services to Customers;
7. **Payment** – a payment made by the Customer to the Merchant through PayU to perform the monetary obligation resulting from the transaction concluded between the Customer and the Merchant, being a single payment transaction as defined in the Act on Payment Services of 19 August 2011;
8. **Terms and Conditions** – the contents hereof;
9. **Payment Order** – a Customer’s statement directed at PayU, containing an order to make a Payment.

Art 3. Scope of Services

1. Within the scope of the Service PayU shall not keep a payment account for the Customer, as defined in the Act on Payment Services of 19 August 2011.

2. Within the scope of the Service the Customer may use tools allowing him/her to make a Payment on Websites operated by Merchants that have entered into a service provision agreement. The Website may provide the Customer with access to the following Services:
 - a. Electronic Payments, including non-cash Payments by online transfer;
 - b. Payments by standard bank transfers offline or any other electronic transfers;
 - c. Payments by payment cards, including non-cash Payments by payment cards, authorised by banks to make online transactions;
 - d. Payments with the use of funds from the loan granted to the Customer by the Partner (“PayU Instalments”).

Art 4. Making transactions on Websites

1. PayU shall not be a party to any agreements entered into between a Customer and a Merchant and shall not be held liable for their performance and validity.
2. To use the Service, the Customer shall provide the following data: name, surname, street and house number, postal code, city, email address, phone number. In justified cases, PayU shall be entitled to demand from the Customer any other data necessary to assess the Payment risk, except for the data referred to in Article 9 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).
3. Upon providing any data in the manner referred to in point 2 and accepting the Terms and Conditions, an agreement shall be concluded between the Customer and PayU, the subject matter of which is to provide the Service specified herein.
4. PayU shall provide the Service upon a Payment Order received from the Customer, which can be made after accepting these Terms and Conditions and providing data referred to in point 2.
5. The moment of receipt of the Payment Order by PayU shall be considered the day when the bank account of PayU was credited with the Payment amount. If PayU receives a Payment Order on the day not being a Business Day for PayU, it shall be considered that the Payment Order was received on the first Business Day following that day.
6. The Service Partners and PayU verify financial credibility of persons willing to make Payments and, as a result, they can modify the terms and conditions of processing Payments or make the provision of certain services dependent on a risk group the Customer has been qualified for.
7. PayU reserves the right to refuse to process a particular Payment if the provisions hereof have not been complied with or if PayU reasonably suspects that the transaction for which the Payment is made or the Payment itself may be illegal. PayU shall not be held liable for damage suffered by the Customer due to the refusal referred to in the previous sentence.
8. The Customer acknowledges that payment instruments (in particular a payment card) can be used exclusively by its authorised holder or a user, i.e. a person authorised to use it under an agreement with its issuer.
9. The Customer shall comply with the applicable provisions of law, as well the rules and procedures established by PayU to ensure compliance with provisions of law as well as the terms and conditions set out by appropriate payment card associations.
10. The Payment shall be provided to the Merchant within 1 hour from the moment when the PayU account is credited with the Payment amount.
11. The Customer shall be informed about the Payment made in the form of an electronic message allowing him to record data contained therein.

12. If the Payment is returned for any reason, the Customer shall be immediately informed about it and the amount paid shall be made available to the Customer.

Art 5. Fees

1. PayU may charge fees from the Customer for the service provided hereunder. If PayU charges any fees on processing the Payment, PayU shall inform the Customer about its amount on the website where the Customer makes a Payment Order. Upon Customer's request made in the manner referred to in art. 9. (2) hereof, PayU shall provide the Customer with the above information in writing or in any other durable medium.
2. If all of the following conditions have been met:
 - a. PayU charged the Customer with the fee referred to in clause 1,
 - b. the Payment was refunded, on the Merchant's initiative, or the refund was made as a result of accepting a Customer's complaint to the Payment,

PayU shall also return the fee for processing the Payment to the Customer. If the Payment was refunded, on the Merchant's initiative, or the refund was made as a result of accepting a Customer's complaint to the Payment in part, PayU shall refund the fee for processing the Payment pro rata to the amount of refund.

3. The Customer shall pay fees for making Payments, pursuant to agreements entered into with Partners and participants to such transactions as well as shall incur charges for online data transmission due to the use of the Service.

Art 6. Customer's obligations

1. When using the Service, the Customer shall:
 - a. comply with the provisions hereof;
 - b. act in an honest and reliable way towards other market players, in particular provide true and not misleading information as well as complete arrangements and meet liabilities as agreed;
2. When using the Service, the Customer must not:
 - a. infringe the applicable provisions of law;
 - b. use the Services in a manner contrary or inappropriate to their purpose, in particular the Customer must not perform any activities infringing legal and moral norms, reflecting or promoting violence, hatred, any racial, cultural, ethnic or religious discrimination, infringing personal rights or offending dignity of any third parties;
 - c. infringe privacy of any third parties, in particular by collecting, processing and distributing information about other Customers or publishing their image without their express consent;
 - d. perform any activities which could hamper or distort the terms and conditions of providing Services as well as activities involving destruction, change, removal, damage of other Customers' data and prevention of access to it;
 - e. undertake any activities to the detriment of PayU and third parties, including infringe property rights and rights in registration of inventions, patents, trademarks, utility and industrial models.

Art. 7 PayU liability

1. PayU shall be held liable for failure to perform or improper performance of the Services under the terms and conditions specified in the Act on Payment Services of 19 August 2011.

Art. 8 Privacy and confidentiality

1. PayU is the data controller of personal data of Customers as understood by Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).
2. Subject to item 4 of this article, personal data of the Customer shall be processed in accordance with applicable law for the purpose of:
 - providing the Services and document its performance,
 - notifying the Customer and the Merchant about the status of the Payment,
 - processing complaints
 - fulfilling legal obligations imposed on PayU.
3. In connection with the processing of the Payment, PayU processes the following personal data of the Customer:
 - first and last name,
 - address: street and number, postcode, city,
 - e-mail address,
 - telephone number,
 - IP address.

In justified cases, PayU is entitled to demand from the Customer other data necessary for the risk assessment of Payment, except for special data categories as referred to in Article 9 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).

4. Moreover, if the Service is to be provided with the use of funds from a loan ("**PayU Instalments**" or "**PayU Pay Later**"):
 - a) the Customer's personal data provided in the loan application and IP address may be transferred to PayU's loan partners for the purpose necessary to consider the Customer's loan application, conclusion and performance of the loan agreement,
 - b) personal data of the Customer, such as: name, surname, e-mail address, address, amount of the Payment, description of the purchased goods (including name, quantity, price, delivery price, category of goods or services), telephone number, IP address, history of Payments made through the PayU in the last 18 months (including such data as quantity, type, date, value, scope, device from which the Payment was made, bank account numbers used within the framework of Payment, previous loan applications submitted through the PayU, i.e., information about the submitted loan application and whether it was accepted by the lender), the number of payment instruments that the Customer kept by PayU and the date from which they have been kept, may be transferred to a loan partner cooperating with PayU, i.e. Kreditech Polska Sp. z o.o. with its registered office in Warsaw, the owner of the Monedo brand (hereinafter referred to as "**Kreditech**"),
 - c) the Customer's personal ID No., and the number and series of identity card are collected by PayU at the request of Kreditech and transferred to Kreditech.

The Customer's personal data referred to in (b) and (c) above shall be used by Kreditech for the purpose of preparing its loan offer, conducting and improving its credit rating in order to be able to offer the Customer better and more appropriate terms and conditions in the future, to improve the effectiveness of Kreditech products, to better identify and retain good customers and to improve customer relationships, to understand in advance what customers expect and how to meet their expectations.

5. Providing the personal data indicated in item 3 is voluntary but necessary for the processing of a Payment and failure to provide these data may result in the rejection of the Payment.
6. Detailed rules of processing personal data of Customers by PayU are defined in the Privacy Policy, which current version is available [here](#).

Art 9. Complaints

1. The Customer may lodge a complaint in the case of failure to perform the Services specified herein or in case their performance is inconsistent with the provisions hereof.
2. A complaint may be lodged in the following form:
 - a. in writing by sending it to PayU's address referred to in art. 1 point 2 hereof,
 - b. electronically to the e-mail address: help@payu.pl or
 - c. by calling + 48 61 628 45 05 (paid connection) Monday to Friday, between 8.00 am and 20.00 pm.
3. The complaint shall contain at least a name and surname of the Customer, an email address and a description of reservations.
4. If data or information specified in the complaint requires completion, before considering it, PayU shall request a person lodging the complaint to complete it within the indicated scope and time.
5. PayU shall consider the complaint within 15 working days from the date of its receipt. In exceptional situations, if the answer cannot be given within 15 business days, the time limit for processing the complaint may be extended by the time necessary to obtain appropriate information, of which the Customer will be informed, with the maximum time for processing the complaint not exceeding 35 working days. A reply to a complaint will be given by PayU in writing or electronically, provided that the Customer consented thereto.
6. When considering a complaint and attempting to clear all the matters with payment card issuers, financial institutions and supervision authorities, PayU may request that the Customer provide the following within 7 days after receiving the request:
 - a. additional, necessary information on a transaction relating to the claimed payment and
 - b. copies of documents relating to the transaction for which the Customer paid by card or online transfer using the Service, including a copy of a proof of purchase of a product or a service.

Art. 10 Availability of Terms and Conditions

1. These Terms and Conditions are available at www.payu.pl.
2. The agreement that the Customer and PayU enter into hereunder shall be governed by Polish law. A Customer who is a consumer shall also be subject to more advantageous provisions of law applicable in the Customer's country of residence.
3. Any disputes related to the services provided by PayU hereunder shall be settled by Polish common courts of proper jurisdiction or by a court having jurisdiction over the place of residence of the Customer who is a consumer, if such entitlement stems from the applicable provisions of law.