

TERMS AND CONDITIONS OF PROVIDING “PayU” SERVICE (PAYU ACCOUNT)

Section 1. General provisions

1. These Terms and Conditions have been made pursuant to the applicable provisions of law and define the rules of service provision within the scope of offering tools for the provision of electronic payment services. 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 Users shall be PayU S.A. with the registered office in Poznań, 60-166 Poznań, at ul. Grunwaldzka 182, Poland, CZ office Antala Staška 2027/77, 140 00 Praha 4, Czech Republic, entered into the Register of Entrepreneurs kept by the District Court for Poznań – Nowe Miasto and Wilda in Poznań, 8th Commercial Department of the National Court Register 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 supervised by the Polish Financial Supervision Authority, entered into the Register of Payment Services under number IP1/2012, e-mail address: help@payu.pl or podpora@payu.cz, telephone number: + 48 61 62845 05 or + 420 296 18 22 22- paid connection, (hereinafter referred to as the “Operator”).
3. The Service shall be provided after the User has read and accepted the contents hereof.
4. The Service may be provided only to Customers having equipment allowing them to access the Internet, including software commonly used to browse online resources.

Section 2. Definitions

The words and phrases used herein shall have the following meaning:

- 1) **PayU Account** – a User’s account maintained by the Operator under a unique name, being a set of resources collecting User’s data and information on User’s activities performed within the scope of the Services referred to in Section 3(1).
- 2) **Operator** – an entity referred to in Section 1(2).
- 3) **Partner** – a bank or an acquirer cooperating with the Operator in supporting payment tools as defined in Section 3(1).
- 4) **Terms and Conditions** – the contents hereof.
- 5) **Registration** – a procedure for opening a PayU Account, defined herein.
- 6) **E-Shop** – an e-shop or a trading platform cooperating with the Operator, being an organised set of websites and IT tools which enable Users to buy goods or services on the Web, as well as an entity running this shop or this platform.
- 7) **Inbox** – a tool that PayU makes available in PayU Account and that enables the User to store PayU information sent to the User and to read the information in an unchanged form.
- 8) **Agreement** - an agreement performed by PayU for the User hereunder.
- 9) **PayU Express Service** – a service provided by the Operator in cooperation with the Partner, which consists in issuing an electronic payment instrument and processing payments by PayU.
- 10) **Services** – a service provided by the Operator to the User hereunder.

- 11) **User** – a person meeting these Terms and Conditions who has completed Registration, as a result of which a PayU Account was opened, thus allowing the User to access Services provided by the Operator hereunder.

Section 3. Scope of Services

1. Within the scope of the Services provided hereunder, the User may access tools allowing the User to:
 - a) make electronic payments, including non-cash payments by online transfer;
 - b) make payments by payment cards, including non-cash payments by payment cards, authorised by banks to make online transactions;
 - c) save and assign to the User a payment card number and data or payment instrument data or a shipment address directly on the PayU Account in order to make it easier for the User to make subsequent payments in E-Shops which concluded a service provision agreement with the Operator;
 - d) save and assign to the User a payment card number or payment instrument data or a shipment address through an E-Shop (if the Operator provides such option in the E-shop) in order to make it easier for the User to make subsequent payments in this E-Shop;
 - e) save and assign to the User electronic payment instruments issued by the Operator under a separate agreement with the User, and make payments with this instrument;
 - f) submit, transmit, save data provided by the User in the loan application directed to the Partner and assign such data to the User;
 - g) request recurring payments to charge the User's payment card account regularly on the date and for the amount agreed by the User and the E-Shop within the scope of services referred to in Section 3(1)(c) and (d),
 - h) access the Inbox.
2. The User may use the Services only when purchasing goods or services (or performing related actions) in E-Shops which have entered into a service provision agreement with the Operator.

Section 4. Terms and Conditions of Registration

1. Users may include natural persons having full capacity to perform acts in law in the scope necessary to conclude agreements and a bank account or a payment card supported by the Operator. A full list of payment channels supported by the Operator is published on the Operator's website at payu.pl.
2. The Registration process shall consist in:
 - a) filling out a registration form available at <https://secure.payu.pl/user/register> by entering an e-mail address to be used to log in and a password (hereinafter referred to as "**Full Registration**"). The provided e-mail address will be used to send an activation link, or
 - b) providing data through an E-Shop in the case referred to in Section 3(1)(d) (hereinafter referred to as the E-Shop Registration), or
 - c) submitting a declaration on joining the PayU Express Service in accordance with the terms and conditions of the service available at http://www.payu.pl/sites/default/files/regulaminy_i_pliki/regulamin_uslugi_payu_express.pdf (hereinafter referred to as the PayU Express Registration), or
 - d) submitting a declaration on opening a PayU Account while filing a loan application in the case referred to in Section 3(1)(f) (hereinafter referred to as the E-Shop Registration);

3. Not later than before making the first payment as defined in Section 3(1) hereof, the User shall complete the following data if it was not provided earlier during the Registration:
 - a) name and surname,
 - b) phone number,
 - c) e-mail address,
 - d) payment card data in the cases referred to in Section 3(1)(c), (d) and (g).
4. For the Full Registration, after completing the registration form and confirming that the data specified therein is correct, a message shall be sent to the User's e-mail address provided therein, indicating a manner in which the Registration shall be confirmed.
5. An Agreement between the User and the Operator shall be deemed executed:
 - a) for the Registration referred to in Section 4(2)(a) – upon clicking on the activation link sent to the e-mail address provided during the Registration,
 - b) for the E-Shop Registration – upon filling out the form correctly in the E-Shop or providing data through the E-Shop and then upon:
 - i. clicking on the activation link sent to the e-mail address provided during Registration; or
 - ii. first login to the PayU account; or
 - iii. first payment made using the data of the User's payment card or other payment instruments saved under Section 3(1)(d) and (g), or
 - iv. filing a loan application and the declaration referred to in Section 4(2)(d).If the Agreement is entered into in the manner referred to in clause (b)(iii) and (iv), the Service shall be limited to the functionality referred to in Section 3(1)(d), (g) and (f) only in a particular E-Shop that was an intermediary in the Registration process. The Operator may inform the User about the possibility and manner of providing the fully functional Service by means of electronic communication or via Inbox. In such case, in order to receive the fully functional Service, the User shall complete the Registration process by providing a password to be used to log in to the PayU Account. The User who provides a password to log in to the Service shall be granted access to all the tools referred to in Section 3(1) hereof.
 - c) for the PayU Express Registration – upon conclusion of the agreement on the provision of the PayU Express Service:
 - i. clicking on the activation link sent to the e-mail address provided during Registration; or
 - ii. first login to the PayU account; or
 - iii. first payment made with the use of the PayU Express Service.If the Agreement is entered into in the manner referred to in (c)(iii), the Service shall be limited to the functionality referred to in Section 3(1)(d) and (g) only in a particular E-Shop that was an intermediary in the Registration process. The Operator may inform the User about the possibility and manner of providing the fully functional Service by means of electronic communication or via Inbox. In such case, in order to receive the fully functional Service, the User shall complete the Registration process by providing a password to be used to log in to the PayU Account. The User who provides a password to log in to the Service shall be granted access to all the tools referred to in Section 3(1) hereof.
6. Users shall be entitled to withdraw from the Agreement within 14 days from the date thereof, for any reason, by submitting a relevant statement in the electronic form or in writing (to become effective, the statement shall be sent before expiry of the above-mentioned term). The draft statement is enclosed hereto as Annex no. 1 hereto.
7. As a result of correct Registration, the Operator shall open a PayU Account for the User, which shall be assigned to the e-mail address specified during Registration. The User who completed Full

Registration shall be able to access the PayU Account after entering the User's e-mail address and password (logging in). If any data is changed at a later time, the User shall immediately update it, using a relevant form available on the Operator's website. The User must not remove data referred to in Section 4(1) and (2) when using the Services as well as must not enter incomplete or untrue data. Each PayU Account may comprise several e-mail addresses owned by the same User.

8. The Operator may request that the User provided additional information which the Operator may require in connection with the performance of the obligations under the Act on Anti-Money Laundering and Counter-Terrorism Financing.
9. The User acknowledges that Partners and the Operator perform verification of financial credibility of persons willing to make card payments or payments with the use of electronic payment instruments issued by the Operator under a separate agreement concluded with the User 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 a User has been qualified for. The Operator shall perform a risk assessment of processing payments on the basis of data available when providing the Service. In justified cases, the Operator shall reserve the right to deny processing a given payment, in particular in the cases when the Operator reasonably suspects that the transaction paid for or the payment itself may be illegal. The Operator shall not be held liable for damage suffered by the User due to the denial referred to in the previous sentence.
10. The User acknowledges that a payment card may only be used by its authorized holder, i.e. a person whose data is printed on the reverse of the card. Any cases of fraud shall be reported directly to competent law enforcement authorities.
11. The User shall follow the applicable provisions of law, as well as the rules and procedures set out by the Operator to ensure compliance with the provisions of law as well as the terms and conditions determined by appropriate payment card associations.
12. Services shall be available for the User as of Agreement execution.

Section 5. Making transactions in E-Shops

1. During shopping in E-Shops with the use of a PayU Account after Full Registration, the User shall be able to fill out electronic order forms automatically with data submitted to the Operator. For the avoidance of doubts, the User hereby authorises the Operator to provide such data as: name, surname, shipment address of the User and a unique ID to the E-Shop in order to complete the required order forms for a product or a service.
2. The Operator shall keep a report containing details on transactions made in E-Shops. The User shall be able to access this report after completing Full Registration.
3. The Operator shall not be a party to any agreements entered into between a User and an E-Shop and shall not be responsible for their performance and validity. The User shall read the terms and conditions of sale in E-Shops before making any purchase.

Section 6. Fees

1. It shall be free to make Registration and use the Services, subject to clause (2).
2. The User shall pay fees for making payments, pursuant to agreements entered into with operators of and participants to such transactions. The User shall cover the costs of the online transmissions of data connected with the User's use of the Services.

Section 7. User's obligations

1. When using the Services, the User 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;
 - c) not use the accounts of other Users and make the User's PayU Account available to other persons, as well as shall keep the PayU Account password secret.
2. When using the Services, the User must not:
 - a) infringe the applicable provisions of law,
 - b) use the Services in a manner contrary or inappropriate to its purpose,
 - c) violate privacy of third parties,
 - d) perform any activities which could hamper or distort the provision of Services as well as activities involving destruction, change, removal, damage of other Users' data and prevention of access to it;
 - e) act to the detriment of the Operator and third parties.

Section 8. Termination of Agreement

1. Agreement shall be made for an indefinite period of time.
2. The User may terminate the Agreement at any time by logging in to the PayU Account and clicking on "Close account" in My Profile (Full Registration) or through the contact form available at www.payu.pl (E-Shop Registration or PayU Express Registration), by submitting a termination notice.

Section 9. Discontinuation of Services

1. The Operator reserves the right to discontinue the provision of Services to the User by blocking access to the PayU Account if activities performed by the User infringe the provisions of law or hereof.
2. The Operator reserves the right to block the PayU Account or prevent access to selected Services temporarily in the case of considering that the PayU Account security is endangered or there is a risk that the provisions of law or the rights of third parties can be infringed. The Operator can make further use of the PayU Account dependent on the change of password or other activities indicated by the Operator.
3. If the PayU Account has been blocked by the Operator, opening a new PayU Account shall require prior consent of the Operator.

Section 10. Liability of the Operator

1. The Operator shall be held liable under rules and within limits provided for in applicable laws.
2. The Operator shall not be held liable in particular for the consequences of measures taken by Users, resulting in an infringement of the provisions of law or hereof, as well as for correctness and reliability of information provided by Users.

Section 11. Privacy and confidentiality

1. The Operator is the data controller of personal data of Users 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. Personal data of the Users shall be processed by the Operator in accordance with applicable law for the purpose of:
 - concluding, determining the content and termination of an agreement for the provision of a Service by the Operator and for its provision,
 - rendering Services and documenting the provision of the Service,
 - processing of complaints,
 - fulfilling legal obligations imposed on the Operator,
 - notifying the User and the E-Shop about the status of the Payment.
3. In connection with the rendering Services, the Operator processes the following personal data of the Users:
 - first and last name,
 - e-mail address,
 - telephone number,
 - IP address
 - payment card data
 - data of payment instruments saved by the User in connection with the use of the Services,
 - data provided by the User as part of the loan request.
4. In the case of payments made by the User by electronic transfer or with the use of payment cards, the Operator processes the following personal data of the Users:
 - first and last name,
 - address: street and number, postcode, city,
 - e-mail address,
 - telephone number,
 - IP address.

In justified cases, the Operator is entitled to demand from the User 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).

5. Moreover, if the Service is to be provided with the use of funds from a loan ("**PayU Instalments**" or "**PayU Pay Later**"):
 - a) the User's personal data provided in the loan application may be transferred to Operator's loan partners for the purpose necessary to consider the User's loan application, conclusion and performance of the loan agreement,
 - b) personal data of the User, 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 Operator 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 Operator, i.e., information about the submitted loan application and whether it was accepted by the lender), the number of payment instruments that the User kept by the Operator and the date from which they have been kept, may be transferred to a loan partner cooperating with the Operator, 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 User's personal ID No., and the number and series of identity card are collected by the Operator at the request of Kreditech and transferred to Kreditech.

The User'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 User 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.

6. Providing personal data by the User is voluntary, however but necessary to provide the Services and failure to provide such data may result in the inability to register and use the Service .
7. Detailed rules of processing personal data of Users by PayU are defined in the Privacy Policy, which current version is available [here](#).

Section 12. Complaints

1. The User may lodge a complaint in case the Services specified herein have not been provided or are provided contrary to the provisions hereof.
2. The complaint can be lodged in writing by sending it to the Operator's address or electronically using a contact form available on the Operator's website at payu.pl. The complaint shall contain at least an e-mail address and a description of reservations. If data or information specified in the complaint requires completion, before considering it, the Operator shall request a person lodging the complaint to complete it within the indicated scope.
3. The Operator shall consider the complaint within 14 days from the date of its receipt.
4. A reply to a complaint shall be sent to the e-mail address assigned to a User's PayU Account. In particularly justified cases, the Operator may send a reply to another e-mail address indicated by the person lodging the complaint, which is not assigned to the PayU Account.
5. The User may apply for free legal advice in particular to Municipal or District Consumer Ombudsmen in relation to consideration of the complaint by PayU. Furthermore, a User being a consumer can initiate extrajudicial proceedings to solve a complaint and enforce claims before the Permanent Arbitration Consumer Court at the Provincial Inspector of Trade Inspection in Poznań. Information on how to initiate such proceedings and on the procedures applicable to dispute settlement can be found at www.uokik.gov.pl in the "Consumer dispute settlement" tab (Polish: "Rozstrzygnięcie sporów konsumenckich"). A User being a consumer may also use ODR, an EU online platform available at: <http://ec.europa.eu/consumers/odr/>

Section 13. Availability of and amendments to Terms and Conditions

1. The Operator reserves the right to amend the provisions hereof for the following reasons:
 - a) a decision given by a court of general jurisdiction or a state authority requiring a change of these Terms and Conditions,
 - b) a change in legal provisions in the scope of Operator's business activity,
 - c) a significant change of the market situation in the scope of Operator's business activity,
 - d) Operator's improvement in security, functionalities or level of personal data protection,
 - e) extension or improvement of the Services or deactivation of certain
 - f) functions being part of the Services.
2. Any amendment hereto shall become effective within the term indicated by the Operator, being not shorter than 14 days from the date when Users were sent information on amended Terms and Conditions to the e-mail addresses provided during Registration or via Inbox.
3. If the User fails to approve the amended Terms and Conditions, the User shall be entitled to terminate the Agreement in the manner referred to in Section 8 before entry into force of the amended Terms and Conditions. Amendments shall be considered approved also upon any action performed or automatically requested by the User, even in case this does not require logging in.
4. These Terms and Conditions shall be available for every User at www.payu.pl in a manner allowing the User to download, reproduce and record it in the electronic manner.

Section 14 Contact with PayU

The User may contact PayU in relation to the services provided hereunder:

- a) by writing to: 60-166 Poznań, ul. Grunwaldzka 182, Poland, or Antala Staška 2027/77, 140 00 Praha 4, Czech Republic.
- b) by e-mail to: pomoc@payu.pl or podpora@payu.pl
- c) by phone at: + 48 61 630 60 05 or + 420 296 18 22 22 (paid connection).

Section 15 Final provisions

1. The agreement that the User and Operator enter into hereunder shall be governed by Polish law. A User who is a consumer shall also be subject to more advantageous provisions of law applicable in the User's country of residence.
2. Any disputes related to the services provided by Operator hereunder shall be settled by Polish common courts of proper jurisdiction or by a court having jurisdiction over the place of residence of the User who is a consumer, if such entitlement stems from the applicable provisions of law.
3. Annexes shall constitute an integral part hereof.

Annex no. 1 to Terms and Conditions of Providing “PayU” Service (PAYU ACCOUNT):

DRAFT STATEMENT ON WITHDRAWAL FROM AGREEMENT

(this form shall be filled out and returned only if you wish to withdraw from the agreement)

PayU S.A.

ul. Grunwaldzka 182

60-166 Poznań

Fax no.: + 48 61 628 45 05

E-mail address: help@payu.pl

I/We^(*) _____ hereby inform you^(*) about my/our withdrawal from the sale agreement for the following products^(*) supply agreement for the following products^(*) contract for specific work for making the following products^(*)/for providing the following service^(*) PayU Account.

Date of agreement/contract^(*)/receipt^(*) _____

Name and surname of consumer(s):

E-mail address of consumer(s):

Signature of consumer(s) (if the form is sent in hard copy):

Date: _____

^(*) delete as appropriate