

Appendix No. 4 to the GTCA

- Additional terms and conditions for the TpayGO service

This document specifies deviations from and supplements to the GTCA with respect to the TpayGO service.

1. The provisions of the GTCA and the Merchant Panel Regulations shall apply accordingly to the TpayGO service, except for provisions:
 - that have been amended or excluded by this Appendix and
 - that do not correspond to the nature of the TpayGO service or to the Merchant's business activity conducted at a Stationary Point of Sale.

2. The TpayGO service is provided exclusively to a Merchant who uses the TpayGO service directly in connection with its business activity in order to enable its customers to purchase services offered at the Merchant's Stationary Point of Sale.

3. Within the TpayGO service, KIP makes available to the Merchant the payment methods available under the TpayGO service, from which the Merchant selects in the Merchant Panel.

KIP reserves the right that Transactions within the TpayGO service may be carried out only using selected payment methods made available by KIP within the TpayGO service. Some payment methods may be unavailable to a given Merchant or temporarily unavailable due to technical reasons and/or reasons beyond KIP's control.

4. In relation to Merchants using the TpayGO service, KIP has the right to conduct an additional verification process. For this purpose, the Merchant undertakes to:
 - submit, at KIP's request, copies or scans, or allow copies or scans to be made, of additional documents not listed in the GTCA, including permits, licences or concessions, as well as evidence of compliance with other obligations arising from applicable law, if such additional verification is justified or necessary due to the nature or subject of the Merchant's business activity and additional legal requirements governing such activity (e.g. in the case of medical or cosmetic/beauty services);
 - make available, at KIP's request, the premises where the Merchant's business activity is conducted, if such inspection is justified by the nature or subject of the Merchant's business activity.

5. KIP shall have the right to suspend the provision of the TpayGO service to the Merchant or terminate the Agreement with immediate effect if KIP obtains reasonable doubts regarding the legality of the Merchant's business activity or the risk of reputational damage to KIP related to the Merchant's activity, as well as in the event that it is not possible to apply one of the financial security measures referred to in Article 37 of the

AML Act, and in any case specified in § 12 section 2 of the GTCA, as well as in any case of breach of this Appendix.

6. With regard to fees and commissions related to the TpayGO service, the provisions of **§ 8 of the GTCA** (“Fees and Commissions”) shall apply. The Merchant shall be subject to the fees and commission rates specified in the Website fee and commission table available at: <https://tpay.com/oferta>, unless the fees and commissions have been agreed separately.
7. During the entire period in which the TpayGO service remains active, the Merchant shall be entitled to use the **TpayGO logo** for promotional and informational purposes, in particular in materials published on social media, advertising materials and within the Merchant’s stationary store premises. Graphic materials and logotypes are available at: <https://tpay.com/dla-biznesu/do-pobrania>. Modification of the TpayGO logo or its use in a manner that infringes the good name of KIP is prohibited. KIP reserves the right to withdraw consent for the use of the TpayGO logo at any time, in particular if the Merchant’s use of the TpayGO logo may negatively affect KIP’s image. All rights to the TpayGO logo belong to KIP.
8. The provisions contained in this Appendix shall apply to KIP and the Merchant from the moment specified in § 4 section 3 of the GTCA.
9. The provisions of the Payment Services Act (PSA) which may be excluded in relations with entities other than consumers shall not apply to the TpayGO service, to the extent permitted under the PSA. In matters not regulated in the GTCA or in this Appendix, the remaining provisions of law shall apply, except for those excluded under this section.
10. Capitalized terms used in this Appendix shall have the meanings assigned to them in the GTCA and the Merchant Panel Regulations.