

## Parties to the Agreement

This document describes the principles of payment services provided by the Company to the Merchant and constitutes an appendix to and an integral part of the Framework Cooperation Agreement.

## §1 Definitions

The following meaning is given to the terms used in the GTC:

1. **Merchant** – a natural person, having full capacity to perform legal actions, a civil partnership, a legal person or an organizational unit without legal personality, statutorily granted legal capacity, being an entrepreneur and conducting business activity, and any other entity not being a natural person, having legal capacity and not conducting business activity - which has concluded a Framework agreement with KIP;
2. **AML** – Act on Counteracting Money Laundering and Financing Terrorism of 1 March 2018 (Journal of Laws of 2020, item 971 as amended);
3. **KIP (Company)** – Krajowy Integrator Płatności Spółka Akcyjna with its registered office in Poznań, plac Andersa 3, 17 floor, 61-894 Poznań, entered into the National Court Register by the District Court for Poznań - Nowe Miasto i Wilda in Poznań, VIII Division of the National Court Register, under KRS number 0000412357, NIP [tax ID] number: 7773061579, statistical number REGON: 300878437, with fully paid up share capital of PLN 5 494 980.00, operating at the website address <https://tpay.com>, and contact e-mail address [kontakt@tpay.com](mailto:kontakt@tpay.com);
4. **Website Account** – bank accounts of the Website, owned by KIP, intended exclusively for handling transactions carried out through the Website;
5. **GTC** – this document constituting the general terms and conditions whereby the Company provides services;
6. **Merchant Panel** – part of the Tpay Website made available to the Merchant, used for administration and control of data concerning Transactions and the Tpay function, within which the Merchant may, for instance, view the transaction history, make withdrawals of accumulated funds, modify the account settings of the Service account, and update the data to the extent specified in the GTC and in the Terms and Conditions of the Merchant Panel. The Merchant obtains access to the Merchant Panel by means of an identifier and a password, which is verified during login;
7. **Payer** – a Merchant customer intending to purchase goods or services offered by the Merchant or make a donation through the Portal by making a payment using Tpay;
8. **Payment** – cash benefit provided by the Payer to the Merchant;
9. **Portal** – a website run by the Merchant, at the addresses given during the registration process, through which the Merchant sells goods or services, or receives donations for which the Payer pays using Tpay;
10. **Transaction Terms** – payment terms and conditions binding upon the Payer;
11. **Force majeure** – an event unrelated to the Merchant and KIP which could not have been foreseen and which could not have been prevented by exercising due diligence, in particular: acts of an armed nature, combat, war and rioting in the country where KIP provides its services to the Merchant, natural disasters, epidemics, and unexpected acts of legislative and executive bodies;
12. **Tpay (Website)** – a website run by KIP that the Payer may use to execute a Transaction for the Merchant;

**13. Transaction** – a payment, transfer or withdrawal of money, initiated by the Payer or the Merchant, made via Tpay, for goods or services purchased on the Portal or donations made to the Merchant. A Transaction is identified by the title of the transfer, unambiguously linked to the Transaction number and amount, and to the Portal. A Transaction that occurs in "Tpay" has the following statuses:

- a. **Correct** – the Payer has made the Payment and the funds have been correctly credited to the Website Account; the order is shown as paid on the Portal;
- b. **Incorrect** – the Payer has made an overpayment or underpayment, funds have been transferred but await manual approval on the Merchant Panel;
- c. **Paid** – the Payer made the Payment and the funds were transferred to the Website Account, but the Merchant's system incorrectly responded to the payment notification and the status of the transaction listed on the Portal has not changed;
- d. **Pending** – the Payer has not yet made the payment or has given it an incorrect title, or the payment has not yet been transferred by the Payer's bank;
- e. **Returned** – the payment has been returned to the Payer's account;

**14. Framework agreement (Agreement)** – an agreement between the Merchant and KIP concluded electronically or by filling in a verification form in written form, the content of which is regulated by these GTC;

**15. PSA** – Payment Services Act of 19 August 2011. (Journal of Laws of 2020, item 794 as amended).

**16. Terms and conditions of the Merchant Panel** – terms and conditions of providing Merchant Panel services by electronic means.

## §2 General provisions

1. KIP declares that it has designed and operates an online payment website called "Tpay", under which it enables the execution of payment transactions initiated by or through the Merchant, or through a payment instrument of the Payer; in particular KIP services consist of: handling the authorization, forwarding payment orders of the Payer or the Merchant to the issuer of the payment instrument, aimed at transferring funds due to the Merchant, except activities consisting in its settlement and clearing within the payment system in the meaning of the Act on Settlement Finality (acquiring); execution of payment transactions, including the transfer of funds to a payment account with the user's provider or with any other provider by means of transfer order services, including standing orders; the provision of a gateway for card payments; and the provision of a verification transfer service.
2. In the performance of the services referred to in section 1 above, KIP – at the request of the Merchant – makes available to the Payers various methods of payment, receives Payers' payments to the Website Accounts, provides users with confirmation of processing of payments, and transfers those payments to the Merchant's account, less any amounts that may be due to the Company as commissions and fees, in accordance with the GTC, the Framework Agreement and the table of fees and commissions.
3. The activities carried out on Tpay are not banking activities. Conclusion of the Framework Agreement is not connected with opening a bank account within the meaning of the Civil Code of 23 April 1964 (Journal of Laws of 2020, item 1740, as amended )

and the Banking Law of 29 August 1997 (Journal of Laws of 20299, item 1896, as amended ).

4. KIP does not act as a lender or credit intermediary within the meaning of the Act of 12 May 2011 on Consumer Credit (Journal of Laws of 2019, item 1083, as amended ), and does not grant the payment credit referred to in Article 74(3) of the PSA.
5. KIP holds a permit to operate as a national payment institution issued by the Polish Financial Supervision Authority and is registered in the Payment Services Register under number IP27/2014. KIP is supervised by the Polish Financial Supervision Authority.
6. In order to use the Website, the following are required: access to the Internet, a correctly configured web browser accepting cookies, and an active and correctly configured e-mail account. KIP shall not be liable for events resulting from the Payer's failure to comply with the aforementioned technical requirements necessary for cooperation with the ICT system it uses.

### §3 Conclusion of the Agreement, verification and identification

1. The Merchant declares that it conducts a legitimate business of selling goods, providing services or accepting donations, using the websites specified on the verification form, that it intends to enable Payers to make Payments for goods and services or make donation using Tpay, and that it holds the right to use the domain in which the Portal is run.
2. Before the Framework Agreement is concluded, between the Merchant and KIP, an entity wishing to become a Merchant submits to KIP an offer to conclude the agreement. This is done by a person authorized to represent that entity correctly and fully filling in the verification form by traditional or electronic means on the Merchant Panel and agreeing to the GTC. The framework agreement

shall be concluded upon the successful verification of the Merchant, mentioned in §3 of the GTC at the time of confirming verification by the Company via email.

3. Payment services based on the Framework agreement are provided after the successful verification of the Merchant by the Company. Non-completion of verification or a unsuccessful verification statement on the part of the Company means that the Company has rejected the offer to conclude the Framework Agreement. KIP reserves the right to refuse to conclude the Framework Agreement without stating grounds. Positive verification takes place upon submission and positive evaluation of all required documents, the authenticity of which may not raise any doubts.
4. A Merchant with its registered office outside the Republic of Poland is obliged to provide to the Company the required documents drawn up in Polish or officially translated into Polish and specified in sections 5 and 6 below.
5. By signing or sending the verification form and attachments, the Merchant confirms that the provided data are correct. The necessity for the Company to collect the documents and data and their scope is provided for in Article 33(1) in conjunction with Article 34 et seq. of the AML. At KIP's request, the Merchant undertakes to submit copies or scans or to allow copies or scans to be made of the following documents:
  - a. a document confirming entry in the relevant register/registry of entrepreneurs (such as an excerpt from the Central Information Centre of the National Court Register, excerpt from the Central Register of Business Activity and Information or other equivalent document in the case of foreign entities);

- b. a statement of the actual beneficiaries on the form provided by KIP;
- c. confirmation that a tax ID number (NIP) has been acquired or other tax identification number has been acquired in the case of foreign entities;
- d. the identity document (identity card or passport) of a Merchant who is a natural person or of persons authorized to represent a Merchant who is not a natural person;
- e. a document confirming the right to represent the Merchant (if applicable);
- f. a document confirming the Merchant's entitlement to use the domains in which the Portal is maintained.

KIP may at any time require the submission of originals or apostilled copies of the above documents, as well as other documents, in accordance with Article 33(1) in conjunction with Article 34 et seq. of the AML.

6. In order to conduct customer authentication within the meaning of Article 37 of the AML, and determine the bank account details for withdrawals, the Merchant is required to make an activation transfer to the Company's bank account. The activation process, which includes making an activation transfer, can be started following correct logging in to the Merchant Panel and completing the verification form in the Merchant Panel. Bank data must be consistent with the data provided during registration in the Tpay and the documents submitted, and the Company will verify this consistency. In the event that bank data is found to be inconsistent with the data provided during registration in the Tpay and stated on the submitted documents, KIP may request that the Merchant submit additional documents, in particular:

- a. the bank account agreement for the account specified by the Merchant as the account for the withdrawal of funds from Payments;
- b. an account statement from the bank account specified by the Merchant as the account for withdrawal of funds from Payments;
- c. confirmations of transfers made from the bank account specified by the Merchant as the account for withdrawal of funds from Payments.

7. The Merchant is required to make a statement, under pain of criminal liability for providing untrue data, concerning whether the Merchant (being a natural person) or the final recipient of the Merchant being a politically exposed person within the meaning of the AML. The declaration shall be made either by marking and signing the relevant item in the Framework Agreement, or by completing and signing the relevant form provided by KIP. A Merchant holding such a position is also required to send a written declaration to this effect by registered mail.
8. A change of data provided on the verification form (except for data such as telephone number, e-mail address and other data which can be changed by the Merchant individually via the Merchant Panel) requires further verification by an employee of the Company and approval of the changes by the Company.
9. In the case of a change of the bank account for withdrawals or if the data collected during the payment of the activation fee do not match the data provided during registration, the activation process must be repeated, which entails payment of another activation fee as described in §8(2)(b)(i) of the GTC.

10. KIP is entitled at any time, including after conclusion of the Agreement, to take all financial security measures referred to in Article 34 of the AML, including actions to identify and conduct authentication of the Merchant.
11. If the Company has doubts as to the correctness of the data provided by the Merchant and in other justified situations, KIP may request from the Merchant in particular:
  - a. a copy of the annual financial statements for the last financial year,
  - b. information on its business activities,
  - c. copies of authorizations, licenses, insurance products, registrations and other documentation required under the relevant legislation,
  - d. a business plan for the duration of the agreement, and in the case of an agreement concluded for an indefinite period of time, for at least 2 years,
  - e. bank/payment account statements,
  - f. information on entities with which it does business.
12. The Merchant is required to enable the Company to conduct an audit of its operations for the purpose of authentication and identification the Merchant within the meaning of the AML, as well as to assess the compliance of the Merchant's operations with the law and GCT – the rules, scope, and date of any audit that may be conducted will be agreed between the Parties on a case-by-case basis.

## §4 Rules for provision of services by KIP.

### Rights and obligations of KIP

1. KIP provides various methods for Payments, a list of which can be found at <https://tpay.com/metody-płatności>. The choice of payment methods available to the Payer in the Portal is made by the Merchant on the Merchant Panel.
2. A Merchant can obtain capacity to authorize a Transaction using a payment card upon conclusion of a separate agreement, whose terms and conditions are regulated by the payment service provider specified by the Company.
3. KIP provides the Merchant at all times, on the Merchant Panel, with information about the funds originating from Payments and executed Transactions. The funds originating from Payments are deposited in separate bank accounts and remain legally free from seizure on the basis of a judicial or administrative enforcement title and are excluded from the bankruptcy estate.
4. KIP declares that it is the owner of software and hardware necessary to use the Website, and undertakes to ensure that the Website functions for the Merchant.
5. The Merchant shall integrate the Portal with Tpay using its own means and at its own expense according to the technical documentation made gratuitously available by the Company. Lack of integration makes it impossible to initiate Transactions in the Portal. Integration of Tpay with another or successive Merchant Portal requires prior verification and acceptance of the Portal by the Company in accordance with the rules specified in the GTC.
6. A unique identifier is assigned to each Transaction initiated in Tpay, which is automatically or manually placed by the Payer in the title of the bank transfer made to the Website Account, failing which the Transaction in question will not be processed.
7. In order to execute a transaction, the Payer is required to provide data specified in the Transaction Terms.
8. Due to the specific nature of services provided by the Company, an order to execute a Transaction is



always initiated by or through a Merchant. The moment of receipt of the order is the day and authorize time at which an authorized order is received by the Company. A payment order initiated on a day which is not a business day, or after 17:00 hours, is considered for settlement purposes as received on the next business day, while payment for an order can be settled using the Merchant Panel immediately upon notification of successful authorization, 24 hours a day and 7 days a week, subject to the business hours of banks.

9. KIP reserves the right to refuse to carry out a Transaction if the Merchant violates any of the provisions of in the GTC, and if doubts are raised as to the legality of a given Transaction or concern that the Transaction may be connected with terrorist activity or money laundering.

## §5 Personal data

1. The controller of the Merchant's personal data (natural person), of persons authorized to represent the Merchant, persons authorized to make statements on behalf of the Merchant, persons representing the Merchant, and final recipients (for the purposes of the AML), within the meaning of Regulation 2016/679 of the European Parliament and of the Council (EU) of 27 April 2016 on the protection of natural persons in connection with the processing of personal data and on the free movement of such data (General Data Protection Regulation – GDPR) is Krajowy Integrator Płatności spółka akcyjna with its registered office in Poznań, plac Andersa 3, 17 floor, 61-894 Poznań.
2. As the Controller, KIP advises as follows:
  - a. providing of personal data is necessary for the performance of the Framework Agreement and the Controller's obligations under the AML;
  - b. data will be processed on the basis of Article 6(1)(b), (c) and (f) of the GDPR, i.e. for the purpose of implementing the Framework Agreement, for the purpose of fulfilling the Controller's legal obligations under the AML and other legal acts, and for the purpose of pursuing the Controller's legitimate interests;
  - c. data may be transferred to sub-contractors and entities contracted by the Controller to perform operational activities for the purpose of payment transactions, such as providers of IT infrastructure, hosting services and mailing tools; furthermore, data may be transferred only to bodies and institutions duly entitled under generally applicable law;
  - d. personal data will be retained for the duration of the Agreement and for the period necessary to achieve the processing objective, in particular subject to requirements laid down by law, including the PSA and AML;
  - e. the data subject has the right to request access, rectification and transfer of his/her data, to the extent not covered by the Controller compliance with obligations under the AML;
  - f. the data subject has the right to lodge a complaint with the President of the Office for the Protection of Personal Data, should the method of processing personal data violate applicable regulations.
3. The Merchant will provide KIP with the following ordinary personal data of the Payers (the Merchant's customers) as a minimum:
  - a. order number,
  - b. description of payments

- c. amounts of payments.

The Merchant may, depending on the degree of integration of the Website with the Portal, provide KIP with additional personal data of the Payers, in particular:

- a. first and last name,
  - b. e-mail address,
  - c. address of residence, (street, house number, apartment number, postal code, town, country)
  - d. telephone number.
4. The purpose of the disclosure referred to in section 3 above is to execute the Transaction and confirm the execution of the Transaction for the Merchant.
  5. As a result of the disclosure mentioned in section 3 above, KIP becomes the controller of Payers' personal data.
  6. KIP applies security measures, including organizational and technical measures, and fulfils its obligations under generally applicable laws, including the GDPR.

## §6 Terms of use of the Website. Rights and obligations of the Merchant

1. It is forbidden to use Tpay to receive Payments for the sale of goods or provision of services which do not comply with generally applicable law, in particular which violate the property rights of third parties or are not allowed in trade in the country in which payment services are provided to the Merchant. It is forbidden to use Tpay for money laundering or terrorist financing purposes. A list of goods and services for which it is forbidden to accept Payments via the Website is attached as Appendix 1 to the GCT published at <https://tpay.com/dla-biznesu/do-pobrania>.
2. The Merchant understands and acknowledges that there are no grounds for charging interest on the

funds deposited by Payers for the period from the time they are deposited on the Tpay account until the moment they are transferred to the Merchant's bank account, unless the funds remain in the Company's Account after the expiry of the time limit specified in §7(4) of the GTC, and this occurs due to circumstances attributable to KIP.

3. Throughout the term of the Agreement, due to mutual obligations under the Agreement, the Merchant undertakes to post the following on the Portal homepage, unless the Parties agree otherwise:
  - a. information that Payments on the Merchant Portal are handled by the Tpay website;
  - b. graphic materials informing Payers that quick payments can be made by means of Tpay, in particular the Tpay logotype, which is a link that opens the <https://tpay.com> website. The graphic materials and the logotype are available on the Merchant Panel. In this respect KIP authorizes the Merchant to use the logotype and graphic materials to which KIP is entitled.
4. KIP has the right to place the Merchant's logo on the website <https://tpay.com> or any other website belonging to it in order to state that the Merchant is a Tpay customer.
5. The Merchant is required to make the following information and documents available on the Portal:
  - a. full details of the Merchant (as a minimum: full name (company), postal address, e-mail address, telephone number)
  - b. terms of provision of services by electronic means, laying down in particular:
    - i. types and extent of electronically provided services;

- ii. conditions for the provision of electronic services, including:
      - technical requirements necessary to use the Portal,
      - information that a user is prohibited from supplying unlawful content;
    - iii. conditions for the conclusion and termination of agreements for the provision of services by electronic means;
    - iv. complaint procedure.
  - c. policies or rules for the protection of personal data of persons using the Portal,
  - d. any other data required by generally applicable law, including in particular consumer protection provisions,
  - e. depending on how the Website is integrated with the Portal (on-site integration) the Transaction Terms as well.
- 5a. The Merchant undertakes to inform the Payer of disclosure of its personal data (in particular first name, surname, e-mail address, telephone number, address of residence, order number and description and amount of payment) to KIP in order to execute the Transaction.
6. The Merchant undertakes, at the request of KIP, to provide explanations concerning the performance of the service for which a Payer has made Payment via the Website, as well as to provide confirmation of performance of that service, within 13 months from the date of that Payment and to store the appropriate documentation throughout this period.
7. The Merchant undertakes to make the Merchant Panel available only to persons duly authorized to act in the name and on behalf of the Merchant.
8. The Merchant is required to store the identifier and password to the Merchant Panel securely, with the utmost care, not to make them available to unauthorized persons, and to immediately report to the Company discovery or a justified suspicion of:
- a. loss, theft, or obtaining by unauthorized persons of its Merchant Panel identifier,
  - b. use of the identifier and/or password to the Merchant Panel by an unauthorized person,
- by e-mail, using the contact form available on the Website, by phone, or by post. As a result of the application, KIP blocks the Merchant Panel, blocking also the possibility of making withdrawals. §9 of the GCT applies accordingly.
9. The consequences of actions performed using an ID and password to the Merchant Panel shall be borne solely by the Merchant, and the Merchant shall be liable for them in the same way as for its own actions or omissions.
10. In the event that the bank operating the Website Account or competent authorities block funds accumulated on the Website Account in connection with a Transaction, KIP shall be entitled to set off its due payments in respect of fees and/or costs arising due to funds being blocked against the unauthorized Merchant's receivables in respect of withdrawal of funds originating from Payments. If the balance of funds originating from Payments accumulated in the Website Account is insufficient to perform that setoff, the Merchant is required to deposit the difference into the bank account specified by KIP within three days of receiving notice requesting payment.
11. KIP implements a secure procedure for notifying the Merchant in the event of fraud or suspected fraud or security threats.
12. In order to ensure the proper provision of services by KIP, the Tpay technical documentation and



information contained on <https://tpay.com> shall be used.

## §7 Rules for withdrawal of accumulated funds

1. KIP shall cause the Website Account to be credited with the amount of the Payment, less any fees that may be due to KIP, no later than by the end of the next business day following receipt of the order referred to in §4(8) of the GTC.
2. The Merchant can withdraw funds from a Payment at any time using the Merchant Panel and upon successful verification, mentioned in §3 of the GTC. If the Merchant does not choose any other option, withdrawals are made automatically, every day.
3. An order for withdrawal of funds originating from Payments may also be submitted at regular intervals specified by the Merchant or once a certain balance specified by the Merchant is reached.
4. Irrespective of the withdrawal method chosen by the Merchant, KIP undertakes to transfer the funds due to the Merchant to the Merchant's bank account within no more than three business days, excluding Saturdays, from the date on which the Merchant submits the order.
5. In order to protect Payers and prevent unauthorized changes in to withdrawal data, KIP has the right to request, before processing withdrawal of accumulated funds, up-to-date documents of the Merchant or persons representing the Merchant within 30 days from the day KIP sends such a request. If the documents are not provided within the specified time limit, KIP has the right to return the accumulated funds to the Payers. All costs of such return shall be borne by the Merchant.
6. Before the return referred to in section 5 above is made, KIP will make every possible effort to contact the Merchant by e-mail and telephone in order to resolve the situation and possibly extend the time granted to the Merchant to deliver the documents.
7. The Merchant may submit an order for return of an executed Payment (a completed payment which has been assigned "Correct" status) to the Payer (for example due to a complaint, return of the goods). This order is submitted via the Merchant Panel. KIP shall implement the order within no more than seven business days from the date on which the Merchant submits the order, provided that the balance is sufficient to cover the amount of the returned Transaction and the fee referred to in §8(2) (b)(iii), for the return of funds originating from Payments accumulated on the Website Account and to provide the Company with all the necessary data to perform the return. If the conditions specified in the preceding sentence are not met and after the Merchant has been given notice requesting that the missing necessary data be provided, the Company may withdraw the order to return the Payments made. If the Merchant submits an order for return of funds from Payments, the Company's commission is not refunded to the Merchant. In addition, the Merchant shall bear the cost of returning the funds in accordance with the Website table of fees and commissions.
8. All payment transactions referred to in this clause shall be executed by KIP in cashless form, using a transfer order.
9. Withdrawal of funds originating from Payments under rules other than those set out in these GTC requires conclusion of a separate agreement.
10. Withdrawal of funds originating from Payments in a currency other than Polish zloty (PLN) shall be made at the exchange rate of a given currency of Raiffeisen Bank International AG (Spółka Akcyjna - Joint Stock Company) Oddział w Polsce, as at the date of on which the order for the transfer of funds is submitted by KIP (in the case of automated and cyclical withdrawals) or as at the date a withdrawal

order is submitted by the Merchant (in other cases).  
The table of exchange rates is available at  
<https://www.rbinternational.com.pl/>.

11. In the event of submission of termination notice or termination of the Framework Agreement with immediate effect, the Merchant's funds originating from Payments are automatically paid by KIP to the Merchant's bank account at the latest on the date of expiry of the Framework Agreement. The above provision does not apply if the funds are blocked due to a suspicion that the Merchant is in breach of the law, including the AML.

## §8 Fees and settlement of payments

1. KIP issues VAT invoices for the charged commission on Payments of Payers and for other fees once a month for the previous month, unless the Framework Agreement provides otherwise. The invoice will be available for printing via the Merchant Panel. The parties agree that invoices may be sent electronically, and do not require the recipient's signature.
2. The Tpay Website is a paid service. The Merchant acknowledges and accepts the terms and amounts of commissions and fees specified in §8 of the GCT, subject to the following:
  - a. a commission is charged on Transactions; the amount of the commission is rounded up to the nearest hundredth (two decimal places);
  - b. fees are charged depending on the activity, and include, for instance:
    - i. an activation fee (authentication of the bank account number for withdrawals);
    - ii. a fee for withdrawal of accumulated funds;

- iii. a fee for the return of the Payer's money due to an order placed with the Company;

- iv. an additional fee.

3. The detailed table of fees and commissions of the Website, which includes the amount of fees and commissions for use of the Website that are binding for the Merchant, is available on the Merchant Panel and on the website <https://tpay.com/oferta>, unless the rates of the fees and commissions have been agreed separately. The Merchant is bound by the rates valid on the day on which a given activity is performed.
4. The fee charged during the activation process is non-refundable. The VAT invoice for payment of the activation fee is available on the Merchant Panel.
5. The Merchant agrees that KIP may deduct any due amounts from funds originating from Payments.

## §9 Blocking access and freezing funds

1. KIP may withhold withdrawals if it has reasonable doubt concerning identification of the Merchant or the purpose of a Transaction, and when required by law.
2. KIP may refuse to execute a Transaction, block the Merchant Panel, stop the Transaction or freeze assets originating from a Payment and located on the Merchant's Website Account in the following cases:
  - a. KIP suspects that:
    - i. the Merchant violated or possibly of violated the law, GTC, the Framework Agreement or submitted false statements,
    - ii. an unauthorized person uses the Identifier and password to the Merchant Panel, in particular if an incorrect password is typed in

- repeatedly during an attempt to log in with the given identifier,
  - iii. the Merchant offers goods or services in violation of the prohibitions stipulated in §6(1) of the GTC,
  - iv. an event occurs that is a threat to the security of the Website;
  - b. KIP performs the activities described in §3 (5) to(12) of the GTC;
  - c. it is required under the AML or requested by a competent authority;
  - d. KIP performs a risk assessment for the Transaction that produces a negative result.
3. KIP employs the measures described in section 2 of this clause at its discretion, taking into account the principle of proportionality or on the basis of provisions of law or a request by a competent authority, while the Merchant Panel may only be blocked and assets originating from Payments may only be frozen in the cases provided for in section 2(a) to(c). KIP shall inform the Merchant that those measures have been employed by electronic mail, unless this is forbidden by law or a decision of a competent authority.
  4. If blocking occurs due to the circumstances described in section 2(a)(ii) above, the Merchant is required to carry out a password reset procedure in accordance with the guidelines provided by KIP.
  5. KIP will refrain from taking the measures described in sections 1 and 2 above upon confirmation that the reasons for the measures no longer exist.
- ### §10 KIP responsibility
1. KIP renders payment services on the basis of the PSA, and shall be responsible for execution of Transactions on the terms and to the extent provided for in that act.
  2. KIP is not a party to the agreement or legal relationship between the Payer and the Merchant, in particular to the contract of sale, and does not bear any responsibility on these grounds. KIP shall not be liable in any way towards the Payer for non-performance or inadequate performance of an obligation by the Merchant, or towards the Merchant for non-performance or inadequate performance of an obligation by the Payer (type of goods, their quality, type, defects, goods not being accepted by the Payer, etc.). If KIP is held liable in any way on account of the aforementioned grounds - compensation, contractual penalties or other financial and non-monetary sanctions - the Merchant undertakes to hold KIP harmless for such liability.
  3. KIP shall not be liable for delays resulting from the placement of an order by KIP with the bank, or for payment transactions being delayed or not being completed due to the provision by the Merchant of incorrect or incomplete data preventing the execution of a bank transfer.
  4. The application of the measures referred to in §9 (1) and (2) of the GTC cannot be treated as a manifestation of the negligence of KIP, and liability of KIP towards the Merchant, in particular any compensation liability, for the effects of such measures is excluded.
  5. Neither the Merchant nor KIP shall be liable for damage resulting from Force Majeure.
  6. KIP shall not be liable for damage caused due to the loss or modification of permits or other entitlements necessary for the execution of the Framework Agreement, or the refusal of the relevant authorities to grant such permits or entitlements.
  7. The liability of KIP is limited to actual losses.

## §11 Complaints

1. Any complaints concerning execution of a Payment Transaction and the functioning of the Tpay Website shall be investigated by KIP.
2. The Merchant shall not be liable towards the Payer for non-performance or incorrect performance of Tpay Payments. The Merchant shall forward any complaints received from Payers to Tpay via the contact form available on Tpay website, or by post to the Company's address.
3. The Merchant may lodge a complaint in writing, including by mail to KIP's address, in electronic form using the contact form at <https://tpay.com/kontakt/formularz-kontaktowy> or to the e-mail address [info@tpay.com](mailto:info@tpay.com).
4. The Merchant is required to specify the following in a submitted complaint: the grounds for the complaint, its e-mail address, Transaction ID, the amount of the Transaction, the first name and surname of the owner of the bank account (payment card), the date of the Transaction, and the name of the bank with which the account to which the payment was directed is held. KIP may request additional documents or information.
5. KIP shall confirm receipt of a complaint by an automatic message, specifying the complaint reference number. The Merchant should keep the reference number for further correspondence.
6. KIP undertakes to handle complaints fully and to reply within 15 (fifteen) business days. Complaints shall be replied to as per the Merchant's request to the Merchant's e-mail address. In other cases, KIP will reply on paper or another durable medium.
7. In particularly complicated cases, a complaint cannot be reviewed and replied to within the time limit referred to in section 6 above, KIP:
  - a. will investigate the reason for the delay;
  - b. will state the facts that need to be clarified to consider the matter;
  - c. will state the envisaged timeframe for processing the complaint and providing a reply, not longer than 35 business days from the date of receipt of the complaint.
8. KIP shall offer the option of filing of a complaint by a proxy, holding a power of attorney granted in ordinary written form, unless any specific circumstances exist that necessitate the use of any other special format.
9. The Merchant can file complaints for up to 30 days from the date of an incident; however submission by the Merchant of a complaint promptly upon noticing an issue will facilitate and accelerate fair resolution of the complaint by the Company.
10. The Merchant shall promptly notify the Company of any unauthorized, failed, or improperly performed payment transactions using the contact form on the Merchant Panel.
11. Should the Merchant fail to give the notice referred to above within 30 days of the date of such unauthorized or incorrectly performed Transaction, or of the intended effective date of the Transaction, any claims against the Company concerning unauthorized, failed or incorrectly performed payment transactions shall expire.
12. KIP may act independently to dispute a Payment where it finds that the criteria for a complaint by the Payer concerning such Payment have been fulfilled. This entitlement shall expire 13 months from the effective date of the Payment.
13. The Merchant may be required to pay – on the basis of an invoice issued by KIP – the necessary and documented costs related to the handling of the complaints processed in the name and on behalf of the Merchant, paid by KIP.

## §11a Merchants subject to consumer laws

1. This section shall apply **only to Merchants who are natural persons conducting business activity for whom the Framework Agreement is not of a professional nature** due in particular to the subject of their business activity, made available on the basis of provisions on the Central Register of Business Activity and Information, with whom the Framework Agreement was concluded on 1 January 2021 at the earliest.
2. The following provisions do not apply:
  - a. the second sentence of §8(3) of the GTC;
  - b. the second sentences of §10(2), §10(4), §10(6), §10(7) of the GTC;
  - c. §11(9), §11(11), and §11(13) of the GTC;
  - d. §12(1), §12(4), §12(6), §12(10) – with regard to the issues in Articles 35 to 37 and Articles 144 to 146 of the PSA and in the second sentence of §12(10), §12(13) of the GTC.
3. The current version of the GTC is available at <https://tpay.com/dla-biznesu/do-pobrania>. KIP is entitled to unilaterally change the content of the GTC in the following cases:
  - a. changes in legal provisions affecting the content of the GTC,
  - b. organizational changes,
  - c. technical amendments to Tpay,
  - d. for security or privacy reasons,
  - e. linguistic or editorial changes,
  - f. changes in the scope of services provided by KIP,
  - g. changes in the rates of commissions and fees specified in §8 of the GTC.

In such a situation, KIP will inform the Merchant about the changes made to the Merchant Panel not later than 14 days before the proposed date from which they will apply. Should the Merchant not accept the changes, it may terminate the Agreement with immediate effect as of the date on which the information is posted on the Merchant Panel. If the Merchant does not inform the payment service provider that it objects to the changes before the proposed effective date of the changes, the Merchant shall be deemed to have agreed to them. If the Merchant rejects these changes, it has the right to terminate the Framework Agreement free of charge and with effect from any date, up until the date on which the changes would have been applied.

4. KIP and the Merchant are not allowed to transfer their rights and obligations to third parties without the prior written consent of the other party (non-assignability).
5. Should the Merchant fail to give the notification referred to in §11(10) of the GTC within 13 months from the date of execution of an unauthorized or improperly performed Transaction or from the intended effective date of the Transaction, claims against the Company for unauthorized, failed, or improperly performed payment transactions shall expire.
6. The Agreement is concluded for an indefinite period. Each of the Parties has the right to terminate the Agreement observing a notice period effective as at the end of the month equalling one month for the Merchant and two months for KIP, by submitting the notice via electronic means, via postal delivery, via courier shipment or via the contact form on the Merchant Panel, while KIP has the right to terminate the Agreement for the following important reasons:
  - a. the Merchant has ceased paying amounts due for the use of the Website;



- b. the Merchant does not generate the turnover on Transactions declared upon or after conclusion of the Agreement in any form;
- c. KIP was no longer able to provide services to the Merchant;
- d. withdrawal of a given product or service from KIP's range of products and services, or change of functionality of a product or service, which prevents continuation of the Agreement under the existing conditions;
- e. significant changes in market conditions which could not have been predicted and which would have led to a loss and/or excessive costs on the part of KIP;
- f. grounds under legal acts in force in the Polish legal system.

## §12 Final provisions

1. The Agreement is made for an indefinite term. Each Party shall be entitled to terminate the Agreement observing a notice period effective as at the end of the month equalling one month for the Merchant and two months for KIP, by submitting the notice via e-mail, via postal delivery, via courier shipment or via the contact form available on the Merchant Panel for that purpose.
2. KIP may suspend the provision of services to the Merchant or terminate the Agreement with immediate effect if:
  - a. the measures referred to in §9(1) or (2) of the GTC are taken,
  - b. KIP determines – based on an assessment – that there is a high risk involved in execution of the Transaction for the Merchant,
  - c. KIP becomes aware that the Merchant has ceased or evaded the performance of its

- outstanding obligations, in particular in the event of bankruptcy, has suspended business activities or ceased business activities, in particular in the event of liquidation and/or dissolution of the entity,
- d. the Merchant does not provide the required information or does not submit the documents which it is required to submit to KIP,
- e. bank data are inconsistent with the data provided during registration in the Tpay and given in the submitted documents, as described in §3(6) of the GTC, and this not investigated or resolved,
- f. the authentication referred to in §3(8) of the GTC produces a negative result,
- g. the Merchant violates the GTC, despite being served notice in writing or electronic means by KIP requesting cessation of the violation,
- h. the Merchant fails to complete the authentication process within one year from the date of registration on the Website, which took place before 23 March 2021, for reasons attributable to the Merchant,
- i. the Merchant does not log in to the Merchant Panel and/or no Transactions are executed on the Portal within two years from the last withdrawal of funds originating from a Payment – if the Merchant has not accumulated any funds originating from Payments.

3. The rules for executing Transactions, including the scope of required information, the manner and procedure of consenting to execution of a payment transaction and withdrawal of such consent, as well as cancellation of a payment order, can be found in the Transaction Terms.

4. An updated version of the GTC is available at <https://tpay.com/dla-biznesu/do-pobrania>. KIP is entitled to amend the GTC unilaterally. In such a case, KIP shall notify the Merchant about the amendments made on the Merchant Panel, not later than 14 days before the proposed effective date of such changes. If the Merchant does not accept the amendments, it may terminate this Agreement effective immediately as of the date on which notice is posted on the Merchant Panel accordingly. If the Merchant does not inform the payment service provider that it objects to the changes before the proposed effective date of the changes, the Merchant shall be deemed to have agreed to them. If the Merchant rejects these changes, it has the right to terminate the Framework Agreement free of charge and with effect from any date, up until the date on which the changes would have been applied.
5. Any changes to foreign exchange rates can be applied immediately and without prior notice.
6. It is forbidden to transfer the Merchant's rights or obligations to any third parties without prior written consent of KIP (non-assignability).
7. The Parties hereby agree that any data they may obtain during the period of their cooperation, concerning their business activities, financial data, technical information and specifications, and transactions, shall be confidential and shall not be disclosed to any organization or person that has not been authorized by law to access such information, throughout the term of the Agreement as well as for three years following its termination.
8. Any legal relationships arising from the GTC shall be governed by the law of Poland and the Agreement and all the transactions hereunder shall be executed in the Polish language.
9. Article 66<sup>1</sup> § 1 to 3 of the Civil Code shall not apply to the Framework Agreement and the GTC.
10. Chapter II (except Article 32a) and Articles 34, 35 to 37, 40(3) and (4), 45, 46(2) to (5), 47, 48, 51, and 144 to 146 of PSA shall not apply, in their entirety, to the Agreement and GTC. The deadline set in Article 44(2) of the PSA is hereby replaced with the deadlines set in §11(9) and (11) of the GTC. The applicable provisions in the GTC shall apply accordingly with regard to the matters excluded as described above.
11. During the term of the Agreement, the Merchant can demand, at any time, that it be provided with the Agreement terms on paper or any another durable medium or, with the Merchant's consent given in any form, also by e-mail.
12. Details of KIP's address given in the GTC are up-to-date contact details. Communication shall be possible by phone, e-mail or traditional mail. The change of details of KIP address does not constitute the change of the GTC's content within the meaning of the GTC.
13. Any dispute arising from the legal relationship between the Parties, or any termination, withdrawal, rescission, cancellation or voiding of the Agreement shall be resolved exclusively by the court with jurisdiction for the location of the Company's registered office.
14. The Merchant can file a complaint with the Polish Financial Supervision Authority concerning any action of the Company that breaches the law.
15. The GTC shall enter into force as of 23 March 2021 for those Merchants, with whom the Framework agreement was concluded at the earliest on 23 March 2021. For the remaining Merchants the GTC shall enter into force as of 20 April 2021.