

Parties

This document sets out the terms and conditions of the Company's supply of payment services for Merchants. It is enclosed to and incorporated in the Framework Cooperation Agreement.

§1 Definitions

The words and expressions used in the General Terms & Conditions shall have the following meanings:

1. **Merchant** – a natural person with unlimited legal capacity, or a civil partnership, a legal person or an unincorporated organization with a legal capacity attributed thereto by the Act of law, being a business operator and running a business activity, who entered into a Framework Cooperation Agreement with KIP;
2. **AML** – Anti-Money Laundering and Financing of Terrorist Act of 1 March 2018 (Journal of Laws of 2018, item 723, as amended)
3. **KIP (the Company)** – Krajowy Integrator Płatności Spółka Akcyjna, a joint-stock company with its registered seat in Poznań, Poland, street address: ul. Św. Marcin 73/6; 61-808 Poznań, Poland, registered in the National Court Register by the District Court Poznań Nowe Miasto and Wilda in Poznań, VIII Commercial Division of the National Court Register, with number KRS: 0000412357, tax ID: 777-306-15-79, statistical registration number REGON: 300878437, share capital: PLN 5,494, 980.00 - paid up in whole, operating its business at the following URL: <https://tpay.com>, contact e-mail: kontakt@tpay.com;
4. **Site Account** – the bank accounts of the Site, with KIP being the holder, dedicated exclusively to handling transactions closed via the Site;
5. **General Terms & Conditions** – these general terms & conditions of the Company's services;
6. **Merchant Panel** – a section of Tpay Site which is offered to Merchants for the administration and control of Transaction-related data and Tpay functions, where a Merchant can view transaction history, pay out the collected cash, modify Site account settings, update their data to the extent defined in the General Terms & Conditions. A Merchant shall access the Merchant Panel via an ID and password, verified at sign-up;
7. **Payer** – a customer of the Merchant, intending to buy goods or services offered by the Merchant or make a donation to the Merchant via the Portal by making a Payment via Tpay;
8. **Payment** – a cash benefit provided by the Payer to the Merchant;
9. **Portal** – a website operated by a Merchant at the URL(s) specified during the registration process, through which the Merchant sells goods or services paid for by Payers via Tpay;
10. **Transaction Rules** – the terms and conditions of payments, applicable to Payers;
11. **Force Majeure** – an external occurrence, beyond the Merchant's and KIP's control, which could not be reasonably foreseen or avoided despite acting with due diligence, particularly such as military action, combat, war or commotion in the country where KIP supplies its services to a Merchant, natural disasters, epidemics, unexpected acts of legislative or executive government authorities;
12. **Tpay (the Site)** – the website operated by KIP which can be used by a Payer to execute a Transaction for a Merchant;
13. **Transaction** – a cash payment, transfer or disbursement, initiated by a Payer or Merchant, executed via Tpay, for goods or services bought on a Portal or donations transmitted to the Merchant. A transaction is identified with a transfer title, which is uniquely linked to transaction number, amount,

and Portal. A transaction can have the following status on Tpay:

- a. OK – the Payer has made the Payment and the respective funds were properly posted to the relevant Site Account; the order is displayed on the Portal as paid;
- b. Failed – the Payer paid an excessive or insufficient amount, the funds have been transferred but are pending manual approval in the Merchant Panel;
- c. Paid – the Payer has made the Payment and the cash has been transferred to the respective Site Account but the Merchant's system generated a failed response to the payment notification and the transaction status on the Portal has not changed;
- d. Pending – the Payer has not yet made the payment, or the payment was made under an inaccurate 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 (the Agreement) – an agreement executed by the Merchant and KIP, by electronic means or by filling a respective form in writing, with the wording governed by these General Terms & Conditions;

15. Payment Services Act – the Payment Services Act of 19 August 2011 (Journal of Laws of 2016, item 1572, as amended).

§2 General

1. KIP hereby represents that it has designed and is operating an online payment website named "Tpay", enabling execution of payment transactions initiated by or through a Merchant, using the payer's payment instrument; specifically, KIP's services include handling authentication, sending

Payer's or Merchant's payment orders to the issuer of the instrument in order for the Merchant to receive the cash due thereto, however excluding any acquiring operations within the payment system within the meaning of the Settlement Finality Act (acquiring); as well as execution of payment transactions, including cash transfers to a payment account with the user's provider or with another provider, through execution of credit transfers, specifically standing orders.

2. Within the framework of supply of the services referred to in sub-clause 1 above, KIP offers various payment methods to Payers, upon a Merchant's request, receives payments made by Payers to Site Accounts, confirms payment completion to users and remits such payments to the respective Merchant's account, less any amounts that may be due to the Company as commission charges, in accordance with the General Terms & Conditions, the Framework Agreement, and the Fees and Commissions Table.
3. The transactions closed on Tpay are not recognized as banking transactions. Execution of a Framework Agreement does not involve opening a bank account within the meaning of the Act of 23 April 1964 - Civil Code (Journal of Laws of 2017, item 459, as amended) or the Act of 29 August 1997 - Banking Law (Journal of Laws of 2016, item 1988, as amended).
4. KIP does not operate as a lender or a credit agent within the meaning of the Consumer Credit Act of 12 May 2011 (Journal of Laws of 2016, item 1528, as amended), nor does it offer payment credit referred to in Article 74(3) of the Payment Services Act.
5. KIP is licensed to operate as a national payment institution by the Polish Financial Supervision Authority, registered in the Payment Services Registry with number IP27/2014. KIP is supervised by the Polish Financial Supervision Authority.

6. The following requirements must be fulfilled for using the Site: Internet access; a Web browser in the right configuration, with cookies enabled; and an active, properly configured e-mail account. KIP shall not be responsible for any events occasioned by the Payer's non-compliance with the above specified technical requirements which are indispensable for compatibility with the telecommunication/IT system used.

§3 Conclusion of a contract; identification

1. The Merchant hereby declares that it operates a legal business involving sales of goods, supply of services or receiving donations, through the websites specified in the respective form, and it is the Merchant's intention to enable Payers to make Payments for goods, services or donations via Tpay.
2. Conclusion of a Framework Agreement between a Merchant and KIP is preceded by the prospective Merchant making an offer to KIP to enter into that Agreement, through an authorized representative of the prospective Merchant filling in the registration form fully and correctly, on paper or in electronic form at <https://secure.tpay.com/panel/rejestracja.htm>, with acceptance of the General Terms & Conditions.
3. In scope of access to the Merchant Panel, the contract is concluded at the time the Company delivers an e-mail message to the Merchant with the Recipient's ID and password. Such a message will be transmitted immediately, not later than 14 days of receipt by the Company of a properly filled registration form. Unless a confirmation or refusal is delivered within the above specified time, the Company shall be deemed not to have accepted the proposal to enter into a Framework Agreement. KIP reserves the right to refuse to enter into a Framework Agreement without a cause.
4. In order to use the full range of the Merchant Panel functionality, particularly in order to be able to withdraw funds from the Transactions collected in a Site Account and displayed in the Merchant Panel, the activation made by a Company's employee is required. Activation follows submission and assessment of all the required documents, which are considered authentic beyond reasonable doubt. Until such activation comes into effect:
 - a. KIP shall be entitled to refuse to execute a one-time Transaction for an amount exceeding the equivalent of €15,000 (fifteen thousand Euro);
 - b. KIP can rule out any further Payments being received in a Site Account if the total amount of Transaction funds collected in such a Site Account exceeds the equivalent of €15,000 (fifteen thousand Euro).
5. A Merchant having its registered office outside the territory of the Republic of Poland will receive a message with sign-up data which is referred to in sub-clause 3 above, after filling in the form and submission to the Company and evaluation of the required documents, originally produced in the Polish language or officially translated into the Polish language, which are enumerated in sub-clauses 6 and 7 below.
6. By signing or sending a registration form with attachments, the Merchant acknowledges that the presented data is true and accurate. The requirement for the Company to receive certain data and documents, and the scope of the required data and documents transpire from Article 33 (1) in connection with Article 34 and next of AML. Upon KIP's demand, the Merchant shall present copies or scans of the following documents, or shall have the following documents copied or scanned as appropriate:

- a. A certificate of registration in the respective business registry (e.g. an excerpt from the Central Registry of the National Court Register, an excerpt from the Central Registry and Information on Economic Activities, or another equivalent registry for foreign operators);
- b. A statement concerning beneficial owners, on the form provided by KIP for that purpose;
- c. A confirmation of assignment of NIP or any other tax identification number, for foreign operators;
- d. An identification document (ID card or passport) of a Merchant being a natural person, or of authorized representatives of a Merchant who is not an individual;
- e. A certificate of authority to represent the Merchant (if applicable);
- f. A document to verify the Merchant's title to use the domains where the Portal is operated.

KIP may demand at any time that the original documents referred to above, or their officially certified copies, or any other documents be presented thereto, in accordance with Article 33 (1) in connection with Article 34 and next of AML.

7. In order to complete the customer verification process within the meaning of Article 37 of AML and to determine the data of the bank account for payouts, the Merchant must make an activation transfer to the Company's bank account. The activation process, comprising an activation transfer, can commence after registration and proper sign-up to the Merchant Panel. Banking data must conform to the data specified during the registration process in the System, according to the submitted documents, and the conformity of such data is verified by the Company. If the banking data

is found inconsistent with the data specified during the registration process in the System, according to the submitted documents, KIP may demand that the Merchant submit additional documents, specifically:

- a. A bank account agreement concerning the account specified by the Merchant for payouts of funds from Payments;
 - b. A statement from the bank account specified by the Merchant for payouts of funds from Payments;
 - c. Confirmations of transfers sent from the bank account specified by the Merchant for payouts of funds from Payments.
8. The Merchant must give a statement, under pain of criminal liability for providing data not conforming to the facts, that they are not a person in a significant political office within the meaning of AML. Such a statement is given by checking or signing a relevant box or field in the registration form. In addition, a Merchant holding this kind of office shall be required to send in a relevant statement in writing by registered letter.
9. Any change of data given in the registration form (except the phone number, e-mail and other data that can be modified by the Merchant via the Merchant Panel) must be specifically verified by an employee of the Company, and the Company must approve the changes accordingly.
10. In case of change of bank account data for payouts, or when data retrieved with the activation payment is inconsistent with the data given during the registration process, the activation process must be repeated, which involves another payment of the activation fee referred to in §8(2)(b)(i) of the General Terms & Conditions.
11. KIP shall be entitled and authorized at any time, whether before or after signing the Agreement, to undertake any financial security measures referred

to in Article 34 of AML, particularly to identify and verify the Merchant accordingly.

12. If the Company have any doubt as to the correctness of the data presented by the Merchant, or otherwise as may seem reasonable and justified, KIP shall be entitled to demand the following from the Merchant concerned:

- a. copy of the annual financial statements for the last financial year;
- b. information about the Merchant's business activities;
- c. copies of all permits, licenses, insurances, registrations or other documentation as may be required under the applicable legislation,
- d. a business plan for the duration of the term of agreement, and if the agreement is made for an indefinite term - for a period of at least 2 years,
- e. statements from bank accounts/payment accounts,
- f. information about customers/vendors.

13. A Merchant shall enable the Company to audit its business activities, for the purposes of verifying and identifying the Merchant within the meaning of AML and assessment of the Merchant's operations' compliance with the law and the General Terms & Conditions; any audit to that effect shall be agreed by the Parties with regard to its terms, scope and times.

§4 Terms of providing services by KIP.

Rights and obligations of KIP

1. KIP ensures making Payments by various methods, listed at <https://tpay.com/metody-platnosci>. The payment methods actually offered to Payers on the

Portal are selected by the respective Merchant in the Merchant Panel.

2. In order for a Merchant to enable card Transaction authorization, a separate contract needs to be executed, on such terms as defined by the payment service provider specified by the Company.
3. KIP shall provide information to the Merchant at any time, in the Merchant Panel, concerning the funds from Payments and from executed Transactions. The funds from Payments are deposited in separate bank accounts and shall remain free of seizure under a court or administrative enforcement title and excluded from bankruptcy estate.
4. KIP hereby declares and represents that it is the lawful owner of the software and hardware necessary for using the Site and agrees and undertakes to ensure the Site service for the Merchant.
5. The Merchant shall integrate its Portal with Tpay, at the Merchant's exclusive cost and expense, according to the technical documentation provided by the Company free of charge. Otherwise, no Transactions can be initiated on the Portal. In order to integrate the Tpay site with any other or subsequent Portal of the same Merchant, such Portal must be verified and accepted by the Company in advance, on such terms as specified in the General Terms & Conditions.
6. Each Transaction initiated on Tpay shall be assigned a unique ID, which shall be included by the Payer automatically or manually in the title of bank transfer to the Site Account; otherwise, the respective Transaction shall not be executed effectively.
7. In order to execute a transaction, the Payer must provide such data as stated in the Transaction Rules.
8. Considering the characteristics of the Company's services, a Transaction order shall always be initiated by or through a Merchant. The date and

time of an authorized order receipt by the Company shall be deemed the effective date and time of receipt. A payment order initiated on a non-working day, or on a working day after 5:00 p.m., shall be deemed received on the first working day thereafter for accounting purposes, while the actual settlement of the order shall be available in the Merchant Panel immediately after notification of successful authorization is received, on a 24/7 basis, taking into account the banks' working hours.

9. KIP hereby reserves the right to refuse to proceed with a Transaction in the event of breach by the Merchant of any of the General Terms & Conditions, or in the event of any uncertainty as to the compliance of the given Transaction with the applicable laws, or its being associated with terrorist or money laundering activities.
10. KIP reserves the right to set single Payment value limits or total value limits for Payments made in each monthly accounting period for Merchants. Such limits will be displayed in the Merchant Panel.

§5 Personal data

1. The controller of the personal data of a Merchant (being a natural person), or persons representing the Merchant and the beneficial owners (for the purposes of the provisions of AML), within the meaning of Regulation 2016/679/EU 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 (General Data Protection Regulation) (hereafter **GDPR**) is Krajowy Integrator Płatności spółka akcyjna, a joint-stock company with its registered seat in Poznań, Poland, street address: ul. Święty Marcin 73/6, 61-808 Poznań.
2. KIP as the Controller hereby clarifies the following:

- a. Provision of personal data is necessary for execution of the Framework Agreement and for the Controller to perform its obligations under AML;
- b. Data will be processed on the basis of Article 6(1)(b) and (c) of GDPR, specifically for the purpose of enforcing the Framework Agreement and fulfillment of the Controller's legal obligation under AML;
- c. Data can only be disclosed to duly authorized public authorities and institutions on the basis of the commonly applicable laws;
- d. Personal data will be retained for the duration of the payment service contract and for a period of five years starting on the first day of the year following the year in which the latest payment transaction was executed for the given customer, or - for Merchants being natural persons - for a period of five years starting with the first day of the year following the financial year in which the latest accounting record was issued for the customer, whichever occurs later;
- e. The data subject has the right to demand access to his or her personal data, rectification, and portability, outside the scope of the Controller's performance of its obligations under AML;
- f. The data subject has the right to file a complaint to the President of the Office for Personal Data Protection (Prezes Urzędu Ochrony Danych Osobowych) if the manner of processing of their personal data violates the applicable laws and regulations.

3. The Merchant hereby makes available to KIP ordinary personal data of Payers (Merchant's customers), at least in the following range:

- a. Purchase order no.,
- b. Payment description,
- c. Amount of payment.

Depending on the level of System integration with the Portal, a Merchant can make available to KIP certain additional personal data of Payers, specifically:

- a. Full name,
 - b. E-mail,
 - c. Address of domicile (street, building number, apartment number, post code, town/city, country),
 - d. Telephone number.
4. Making data available referred to in sub-clause 3 above shall be done with the purpose of handling a Transaction and confirmation of effective execution of the Transaction to the Merchant.
5. As a result of making data available to KIP, referred to in sub-clauses 3 above, KIP becomes the controller of Payers personal data.
6. KIP implements certain safeguards, including organizational and technical measures, and complies with the requirements prescribed by the mandatory rules of the law, particularly by GDPR.

§6 Rules of using the Site. Rights and Obligations of the Merchant

1. It is forbidden to use Tpay to receive Payments for sales of goods or provision of services which do not comply with the mandatory rules of the law, particularly through any infringement of third party ownership titles, or through not being approved for trading in the territory of the country where payment services are supplied to the Merchant. It is forbidden to use Tpay for the purpose of money laundering or terrorist financing. A list of goods and services for which it is forbidden to accept Payments

through the Site constitutes Exhibit 1 to the General Terms & Conditions, published at <https://tpay.com/dla-biznesu/do-pobrania>.

2. The Merchant hereby agrees and acknowledges that no grounds exist for charging any interest on any funds paid by Payers for the period from remittance to Tpay account to effective transfer to the Merchant's bank account, unless the cash is present in the Company's Account after the lapse of the time limit specified in §7(4) of the General Terms & Conditions, as a consequence of any circumstances for which KIP is responsible.
3. Throughout the term of the Agreement and within the framework of the Parties' mutual obligations hereunder, the Merchant shall publish the following information on the Portal home page, unless the Parties agree otherwise:
 - a. Notice that Payments on the Merchant's Portal are operated by Tpay;
 - b. Graphic materials with information for Payers about quick payment options via Tpay, particularly the Tpay logo linked to <https://tpay.com>. Both the graphic materials and the logo are available in the Merchant Panel. In respect of the above, KIP hereby authorizes the Merchant to use the logo and graphic materials to which KIP is the lawful holder of rights.
4. KIP shall be entitled to display the Merchant's logo on <https://tpay.com> or on any other of its websites, as indication of the Merchant being the customer of Tpay.
5. The Merchant shall be required to present the following information and documents on the Portal:
 - a. Full details of the Merchant (at least its full name/business name, postal address, e-mail address, phone number),

- b. Terms & conditions of electronically supplied services, specifying in particular:
 - i. The types and scope of electronically supplied services;
 - ii. The terms & conditions of electronic supply of services, specifically:
 - Technical requirements necessary for using the Portal,
 - Prohibition for service buyers to publish illegal contents;
 - iii. Terms of execution and termination of contracts for electronic supply of services;
 - iv. Complaints procedure.
 - c. Personal data protection policy or regulations concerning personal data of Portal users,
 - d. Any other details required under the commonly applicable law, particularly by the consumer protection legislation.
- 5a. The Merchant agrees and undertakes to inform the Payer about making his personal data (specifically: full name, e-mail, phone number, address of domicile, purchase order number, payment description and amount of payment) available to KIP for the purpose of executing the Transaction.
6. The Merchant shall, upon KIP's demand, give clarifications concerning the performance of a service for which the Payer paid through the Site, and shall provide confirmation of such performance, during the term of contract and within 3 years of termination; moreover, the Merchant shall retain the relevant documentation for that period.
7. The Merchant shall make the Merchant Panel available only to persons duly authorized to act for and on behalf of the Merchant.
8. The Merchant shall securely store the Merchant Panel ID and password, with the utmost diligence, and shall not disclose such data to any unauthorized persons. The Merchant shall promptly report the following facts or reasonable suspicions to the Company:
 - a. Loss, theft, or unauthorized access to the Merchant's ID for the Merchant Panel,
 - b. Unauthorized use of the Merchant's ID and/or password for the Merchant Panel,via e-mail, or through a form available on the Site, or by phone, or by traditional mail. Further to such notification, KIP shall freeze the Merchant's Panel, together with the payout options. §9 of the General Terms & Conditions shall apply accordingly.
9. The Merchant shall bear the consequences of any actions taken with the use of the Merchant's ID and password for the Merchant Panel, and the Merchant shall be responsible for such consequences as for its own actions or omissions.
10. Should the bank operating a Site Account or any competent authorities freeze any funds gathered in that Site Account with regard to a Transaction, KIP shall be entitled to offset its receivable claims for reimbursement of seized funds with the Merchant's receivable claim for disbursement of funds from Payments. If the cash balance from Payments in a Site Account is not sufficient for such offsetting as referred to above, the Merchant shall be required to pay the shortage amount to the bank account specified by KIP within 3 days of receiving a payment notice.
11. KIP implements the secure procedure for notification of the Merchant in the event of suspected or actual fraud or security threats.
12. To the extent not covered by these General Terms & Conditions, the rules of executing Transactions on Tpay as specified in the user manuals at <https://tpay.com> and in the technical

documentation of Tpay shall apply, unless they are inconsistent with the General Terms & Conditions.

§7 Rules of funds withdrawals

1. KIP shall cause the Site Account to be credited with the amount of Payments, possibly less any fees payable to KIP, not later than by the end of the next business day following receipt of an order referred to in §4(8) of the General Terms & Conditions.
2. The Merchant can withdraw the funds from Payments at any time, through the Merchant Panel, upon positive verification of its Recipient ID and password. Unless the Merchant chooses a different option, payouts are made automatically every day.
3. Payment instructions concerning cash from Payments can also be issued regularly, based on the time schedule determined by the Merchant, or as soon as the amount defined by the Merchant is credited to the account.
4. Notwithstanding the withdrawal method selected by the Merchant, KIP shall transfer the funds due to the Merchant to the Merchant's bank account within 3 business days, except Saturdays, after the date of the Merchant's instruction to that effect.
5. In order to protect Payers and prevent unauthorized alteration of withdrawal details, KIP shall be entitled to request that updated documents concerning the Merchant or its representatives be submitted within 30 days of such notice being sent by KIP. Unless such documents are provided within the specified time, KIP shall be entitled to pay back the cash to Payers. All costs of such payback shall be borne by the Merchant.
6. Before effecting the payback referred to in sub-clause 5 above, KIP shall make every effort to contact the Merchant by electronic means or by phone, to clarify the situation and possibly extend the waiting time for submission of the required documents by the Merchant.
7. The Merchant can give an instruction for payback of a completed payment (i.e. a payment that has been assigned the "OK" status) to the respective Payer (e.g. as a result of a complaint, return of Goods). Such an instruction shall be given via the Merchant Panel. KIP shall proceed with such an instruction within 7 business days of the date of placement by the Merchant, provided that an adequate balance is available to cover the amount of the payback Transaction and the payback fee referred to in §8(2)(b)(iii) from Payments, credited to the Site Account, and further provided that the Company receives all the details necessary to effect such payback. The Company's commission shall not be reimbursed to the Merchant. In addition, the Merchant shall cover the costs of cash payback as per the Site Fees and Commissions Table.
8. All the payment transactions referred to in this clause shall be executed by KIP on a cashless basis, through a transfer order.
9. In order to pay out any cash from Payments otherwise than specified in the General Terms & Conditions, a separate contract must be made for that purpose.
10. Any funds from Payments in any currency other than Polish zloty (PLN) shall be paid out at the selling rate of Raiffeisen Bank Polska S.A. (Raiffeisen Polbank Bank) for the respective currency as at the date of transfer order issued by KIP (for automated and cyclical payouts), or as at the date of Merchant's payout instruction (in all the remaining cases). The foreign exchange rate table is available at www.raiffeisenpolbank.com.
11. If the Framework Agreement is rescinded or terminated effective immediately, the Merchant's funds from Payments shall be withdrawn by KIP automatically, not later than as at the date of expiry of the Framework Agreement, to the Merchant's bank account. The above shall not apply if the funds are frozen in the account in the event of suspected

breach of the law by the Merchant, specifically when required by AML.

§8 Fees and settlements

1. KIP issues VAT invoices for commissions charged for Payers' payments and other charges on a monthly basis, for the preceding month each time, unless otherwise stipulated in the Framework Agreement. Invoices shall be available for printing via the Merchant Panel. The Parties hereby agree to invoices being e-mailed between them without the recipient's signature.
2. Tpay is a paid website. The Merchant hereby acknowledges and accepts the terms and rates of charges specified in §6 of the General Terms & Conditions, where:
 - a. Commission – is the amount charged for a transaction;
 - b. Fees - are the amounts charged according to a specific operation, including:
 - i. Activation fee (verification of bank account number for payouts);
 - ii. Fee for funds payout;
 - iii. Fee for payback of Payer's monies, which the Company is instructed to complete.
 - iv. Additional Fee.
3. A detailed Site Fees and Commissions Table, presenting all the charges related to the use of the Site which are applicable to the Merchant, is available at <https://tpay.com/oferta>. The Merchant shall be required to apply the rates of fees valid as at the date of the specific transaction.
4. The amount charged during the activation process is not reimbursable. VAT invoice for the activation fee is available in the Merchant Panel.

5. The Merchant hereby agrees to KIP offsetting any due and payable claims with the monies derived from Payments.

§9 Access denial and funds freeze

1. KIP may withhold withdrawals in case of reasonable doubt as to identification of the Merchant or purpose of the Transaction, or when this is required by law.
2. KIP may refuse to execute a Transaction, or freeze the Merchant Panel, or withhold any Transactions, or freeze the cash assets generated from Payments and credited to the Merchant's Site Account in the event of:
 - a. KIP's reasonable suspicion that:
 - i. The Merchant has or may have breached the law, the General Terms & Conditions or the Framework Agreement, or any statements given by the Merchant are not true and accurate; or
 - ii. An unauthorized person uses the Merchant Panel ID and password, particularly if a wrong password is entered several times when attempting to sign in with the specific ID; or
 - iii. The Merchant offers goods or services in breach of the prohibition clauses of §6(1) of the General Terms & Conditions; or
 - iv. An event may have occurred that threatens the security of the Site; or
 - b. KIP undertakes such actions as referred to in §3(6)-(13) of the General Terms & Conditions;
 - c. whenever this is required by AML, or when a demand has been given by a competent authority;

- d. The Merchant exceeds the limits specified in §4(10) of the General Terms & Conditions; or
 - e. KIP's assessment of the Transaction risk is negative.
3. KIP shall apply the measures referred to in sub-clause 2 above at its sole discretion, according to the proportionality principle or on the basis of the applicable law or demand of the competent authority, save that the Merchant Panel can be locked and the assets from Payments can be frozen only in such circumstances as stipulated in sub-clause 2(a)-(c). KIP shall notify the Merchant of the application of said measures via e-mail, unless this is not acceptable by force of law or decision of the competent authority.
 4. In the event of a freeze resulting from the circumstances referred to in sub-clause 2(a)(ii) above, the Merchant shall implement the password reset procedure according to the instructions presented by KIP.
 5. KIP shall desist from taking the measures referred to in sub-clauses 1 and 2 with confirmation that the causes of implementation of such measures have ceased to exist.

§10 Liability of KIP

1. KIP supplies payment services on the basis of the Payment Services Act and shall be responsible for executing Transactions on such terms and to such extent as stipulated by said Act.
2. KIP is not a party to any agreement or any other legal relationships between a Payer and a Merchant, specifically any sales contracts, and shall not be liable for any such relationships whatsoever. KIP shall not be held accountable by any Payer for nonperformance or default in performance of an obligation by the Merchant, or by any Merchant for nonperformance or default in performance by a

Payer (concerning the type of goods, quality, classification, defects, the Payer failing to pick up the goods, etc.). In the event KIP is held liable on any account whatsoever on the grounds specified above, whether in terms of damages, penalties or any other sanctions, financial or otherwise, the Merchant shall indemnify and hold KIP harmless in respect of any such claims.

3. KIP shall not be responsible for any delay in funds transmission following KIP's placement of an order with the bank, nor for any failed or late payments as a consequence of the Merchant providing incorrect or incomplete data, preventing effective execution of a bank transfer.
4. Taking of any of the measures referred to in §9(1) and (2) of the General Terms & Conditions shall not be regarded as KIP's failure to act with due diligence, and KIP shall be indemnified and held harmless by the Merchant against any consequences of implementation of such measures, particularly against any claims for compensation or damages.
5. Neither the Merchant nor KIP shall be liable for any loss or damage occasioned by a Force Majeure occurrence.
6. KIP shall not be responsible for any detriment arising from loss or modification of scope of any license, permit or any other authorization required for performance of the Framework Agreement, or for any refusal by competent authorities to issue any such license, permit or authorization.
7. Liability of KIP shall be limited to the actual value of losses suffered.

§11 Complaints

1. Any complaints concerning execution of a payment Transaction and the functioning of Tpay Site shall be investigated by KIP.

2. The Merchant shall be indemnified and held harmless by the Payer for nonperformance or default in performance of a Payment on Tpay. The Merchant shall redirect 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 can file a complaint in writing, specifically by post to the address of KIP, electronically via the form available at <https://tpay.com/kontakt/formularz-kontaktowy> or via e-mail at info@tpay.com.
4. In every complaint notification, the Merchant should specify the following: cause of complaint, description of the problems, the Payer's e-mail, Transaction ID, bank account (card) holder's name, date of Transaction, the bank intended to receive the payment. KIP may demand that additional documents or information be presented as appropriate.
5. KIP shall confirm receipt of a complaint by an automatic message, specifying the complaint identification number. The recipient should retain such identification number for further correspondence.
6. KIP shall handle complaints in full and shall reply to any such complaints within 15 (fifteen) days at the latest. Complaints shall be replied to as per the Merchant's request to the Merchant's e-mail address. Otherwise, KIP will reply on paper or on another durable medium.
7. In exceptional, complicated situations, if the answer cannot be given within the term specified in sub-clause 6 above KIP:
 - a. explains the reasons for a delay;
 - b. indicates the circumstances that need to be clarified to consider the matter;
 - c. determines the expected time limit 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 a complaint by a proxy, holding a power of attorney given in ordinary written form, unless any specific circumstances exist that necessitate the use of any special format.
9. The Merchant can file complaints for 30 days after the date of incident; however, if the Merchant files a complaint immediately upon noticing the problems concerned, fair resolution of such a complaint by the Company shall be facilitated and accelerated.
10. The Merchant shall promptly notify the Company of any unauthorized, failed or defaulting payment transactions executed via the contact form in the Merchant Panel.
11. Should the Merchant fail to give the notice referred to above within 30 days of the date of such an unauthorized or failed Transaction, or of the intended effective date of the Transaction, any claims against the Company concerning unauthorized, failed or defaulting payment transactions shall become null and void.
12. KIP shall be entitled to dispute a Payment where the criteria for a Payer's complaint concerning such Payment have been fulfilled. This entitlement shall expire within 13 months of the effective date of Payment.
13. The Merchant could be required to pay – on the basis of invoice issued by KIP – the necessary and documented costs related to handling the complaints paid by KIP.

§12 Final Provisions

1. The Agreement is made for an indefinite term. Each Party shall be entitled to terminate the agreement

with notice, whereby the notice period shall be one month for the Merchant and two months for KIP. Notice shall be given via e-mail or via a form available in the Merchant Panel for that purpose.

2. KIP can suspend or terminate the Agreement effective immediately if:

- a. The measures referred to in §9(1) or (2) of the General Terms & Conditions are taken; or
- b. KIP determines – based on the assessment made - the existence of high risk related to execution of the Transaction in favor of the Merchant; or
- c. KIP get the information that the Merchant has discontinued or is evading performance of its outstanding obligations to the Payers, or has suspended or closed its business; or
- d. The Recipient fails to provide the requisite information or to submit such documents that they are required to present to KIP; or
- e. An inconsistency of the banking data with the details provided during Site registration, based on the submitted documents, which is referred to in §3(7) of the General Terms & Conditions, is not properly clarified or remedied; or
- f. The results of the verification referred to in §3(9) of the General Terms & Conditions are negative; or
- g. The Merchant violates the General Terms & Conditions despite receiving a notice from KIP in writing or by electronic means to discontinue such violation.

2(1). If the Framework Agreement is terminated effective immediately, the Merchant will retain the Merchant Panel access privileges until the first day of the calendar month following the month of termination.

3. The rules of executing Transactions, including the scope of required information, determination of the manner and procedure of consent 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 Rules.
4. An updated version of the General Terms & Conditions is available at <https://tpay.com/dla-biznesu/do-pobrania>. KIP is entitled to amend the General Terms & Conditions exclusively. In such case, KIP shall notify the Merchant about the amendments by the Merchant Panel, not later than 14 days before the proposed effective date of such changes. Unless the Merchant accepts the amendments, the Merchant shall be entitled to terminate this agreement effective immediately as of the date of publication of the relevant information in the Merchant Panel. Unless the Merchant objects to any such amendments to the payment service provider before the proposed effective date of these changes, the amendments shall be deemed accepted by the Merchant. If the Merchant refuses the variations, the Merchant will have the right to terminate the framework agreement free of charge, effective as of any date until the day on which the respective changes would come into effect.
5. Any changes of 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 (no assignment).
7. The Parties hereby jointly agree that all data they may obtain during the period of their cooperation, concerning their business activities, financial data, technical information and specifications, transactions, shall be confidential and shall not be disclosed to any organization or person that has not been authorized by law to review such information, both during and after the term of the Agreement.

8. All the legal relationships arising from the General Terms & Conditions shall be governed by the law of Poland and all the transactions hereunder shall be executed in the Polish language.
9. Article 66¹ § 1 – 3 of the Civil Code shall not apply to the Framework Agreement or to the General Terms & Conditions.
10. Division II (except Article 32a), Articles 34, 35 - 37, 40(3) and (4), 45, 46(2) - (5), 47, 48, 51, 144 - 146 of the Payment Services Act shall not apply in their entirety to the Agreement or the General Terms & Conditions. The deadline set in Article 44(2) of the Payment Services Act is hereby replaced with the deadlines set in §11(8) and (10) of the General Terms & Conditions. To the extent excluded above, the applicable General Terms & Conditions shall apply accordingly.
11. During the term of the agreement, the Merchant can demand that the contract terms be provided thereto on paper or any another durable medium or, with the Merchant's consent given in any form whatsoever, also by e-mail;
12. KIP's address details included in the General Terms & Conditions are the updated contact details. Communication shall be possible by phone, e-mail or traditional mail.
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 of competent jurisdiction for the territory of the Company's registered office.
14. A Merchant can file a complaint with the Polish Financial Supervision Authority concerning any action of the Company that breaches the applicable law.
15. These General Terms & Conditions shall enter into force as of 1 October 2018.