

# Terms and Conditions of the provision by IdoPayments

## IdoPay payment services

Effective from 01.03.2023.

### §1 Definitions:

1. **Operator** - IdoPayments sp. z o.o. with its registered office at 30 Piastów Alley, 71-064 Szczecin, entered in the register of entrepreneurs kept by the District Court of Szczecin-Centrum in Szczecin, 13th Commercial Division of the National Court Register under the number 0000859711, NIP: 8522666251, REGON: 387039893, with share capital 800 000.00 PLN. Address for service: al. Piastów 30, 71-064 Szczecin, also referred to as: "IdoPayments", being payment institution (number IP54/2022).
2. **Financial market entity** - within the meaning of Article 2(3) of the Act of 5 August 2015 on the handling of complaints by financial market entities and the Financial Ombudsman (Journal of Laws of 2019, item 2279 as amended) is an Operator providing services to individuals as a small payment institution - within the meaning of Art. 2 point 17b of the Act of 19 August 2011 on payment services (Journal of Laws of 2020, item 794 as amended) and after receiving the relevant authorisation as a domestic payment institution - within the meaning of Article 2 point 16 of the Act of 19 August 2011 on payment services (Journal of Laws of 2020, item 794 as amended)
3. **Payment service provider** - is an Operator providing services to Merchants as a small payment institution - as defined in Article 2 point 16 of the Payment Services Act of 19 August 2011 (Journal of Laws of 2020, item 794 as amended), and after receiving the relevant authorisation as a domestic payment institution - as defined in Article 2 point 16 of the Payment Services Act of 19 August 2011 (Journal of Laws of 2020, item 794 as amended), being a settlement agent within the meaning of Article 2 point 1a of the above Act.
4. **Merchant** - a natural person running sole proprietorship subject to entry in the Central Business Activity Register or an entrepreneur entered in the Register of Entrepreneurs of the National Court Register being a joint-stock company, limited liability company, general partnership, partner, limited partnership, limited joint-stock partnership, simple joint-stock company a European company, or an entrepreneur entered in analogous registers kept by competent authorities of the European Union countries, as well as an entity conducting agricultural activity and the place of its main business activity or its registered office is located in the territory of the European Union. Merchant is obliged to complete the KYC (Know Your Customer) questionnaire presented to him by the Operator. The Operator, which is a small payment institution, provides its services exclusively to Merchants holding bank accounts held with providers based in Poland.
5. **Payment** - a transfer of funds made by the Customer as a payment to the Acceptor to fulfil a monetary obligation arising from a transaction between the Customer and the Acceptor.
6. **Card** - a payment card issued under the Visa or International or Mastercard International schemes and authorised under the rules of those schemes for transactions without physical presence.
7. **Acceptor** - Merchant to whom the Payment is made using the IdoPay Service.
8. **Payment account** - the Operator's bank account used to perform the IdoPay Service, to which funds are transferred that the Operator accepts in performance of the IdoPay Service to Merchant.

9. **Shop** - an online shop for the sale of goods or services, including an accommodation booking site provided to Merchant as a service by another e-commerce service provider through which Merchant conducts its business.
10. **BOK** – dedicated space made available to the Merchant, containing administrative information, the ability to communicate with the Operator and billing information.
11. **Customer** – a payer, an individual, a legal person or an organisational unit without legal personality, to which the law grants legal capacity, a Merchant's customer who makes online purchases or reservations of accommodation at the Merchant.
12. **IdoPay service** - acquiring service within the meaning of the Act of 19 August 2011 on payment services provided by the Operator to the Merchant, supporting payments between the Customer and the Merchant.
13. **Other payment service providers** - third parties that operate websites or mobile service sites where the Customer can make payments to Merchant.
14. **Chargeback complaint** - a procedure initiated in specific situations by the Customer which enables him to recover funds from a disputed Card transaction. It is an action resulting from a decision made by the Card issuer in relation to the Acceptor who accepts payment using Cards on the basis of an agreement concluded with the Operator, consisting in charging the Acceptor with the value of the disputed transaction or part thereof.
15. **Balance of Payments** - a record of the history of operations conducted between the Merchant and its Customers, i.e. deposits made via the IdoPay service respectively, showing the current difference between the balance of deposits and the balance of withdrawals made by the Customer. The balance level is understood as the difference between deposits and withdrawals.
16. **IAI SA [hereinafter: "IAI"]** - IAI SA with its registered seat in Szczecin, Piastów Avenue 30, 71-064 Szczecin, registered under number KRS 000089187. Provider of the Operator's IT systems for the operation of the IdoPay Service.

## §2 IdoPay service

1. These Terms and Conditions shall apply to Merchant to enable him to use the IdoPay service.
2. Merchant's acquaintance with these Terms and Conditions is essential. Any conduct of Merchant contrary to the content of these Terms and Conditions will result in consequences arising directly from these Terms and Conditions and applicable law.
3. Payments are made by the Operator using the technological solution of the following entities:
  - a) Blue Media S.A. with registered office in Sopot, ul. Powstańców Warszawy 6, registered under KRS no. 0000320590;
  - b) Krajowa Izba Rozliczeniowa S.A. with its registered office in Warsaw at ul. rtm. Witolda Pileckiego 65, registered under number KRS 0000113064;
  - c) eCard S.A. with its registered office in Warsaw at ul. Czackiego 7/9/11, registered under number KRS 0000042304;
  - d) Polski Standard Płatności sp. z o. o. with registered office in Warsaw at ul. Cypryjska 72, registered under KRS number: 0000493783;
  - e) PayPo sp. z o. o. with its registered seat in Warsaw at Domaniewska 37, registered under KRS number 0000575158;
  - f) IAI S.A. with registered office in Szczecin, al. Piastów 30, 71-064 Szczecin, registered under number KRS 0000891870.

In the case of Card payments, payments by shop Customers may be made using digital wallets enabling payment by Card using the services Google Pay - provided by Google Ireland Limited based in Ireland, Dublin or Apple Pay - provided by Apple Distribution International based in Ireland, Holly Hill Industrial Estate, Cork. In these cases, Merchant accepts by making available to shop Customers payments using Google Pay and Apple Pay the relevant terms and conditions of these services, in particular the Google Pay Terms of Service (Google Pay API).

4. In the case of Payments made by means of: PayByLink, BLIK and PayPo, the currency of the Payment as well as the settlement currency of the Payment is PLN. In the case of Card Payments, the payment currencies and settlement currencies are as follows:

<b>Currency of Payment</b>	<b>Settlement currency Payments</b>
PLN	PLN
EUR, CAD, BGN, VND, RON, JPY, TRY, ISK, AUD, EUR DKK, HUF, ILS, KRW, SEK, UAH, HRK, NOK, CHF, BYR, BYN, RUB	
USD	USD
CZK	CZK
GBP	GBP

In the case of a Card payment, where the currency of the Payment is different from the settlement currency, the Payments are converted at the rates applied on the date of their processing by eCard S.A. or payment organisations.

5. The Operator shall not discuss or offer the IdoPay Service to Merchants: (1) who appear in various databases either of payment organisations or publicly available databases and are listed therein as having been objected to by other companies or who are experiencing financial difficulties, and (2) who offer or wish to offer the opportunity to purchase the following Products:
- a) containing pornographic content, particularly involving the participation of persons under 15 years of age, violent content or content involving animals;
  - b) objects containing content and inciting hatred on grounds of national, ethnic, racial, religious or non-religious differences;
  - c) material that contains content violating the personal rights of third parties;
  - d) music, films, software and other products that infringe copyright/intellectual property rights;
  - e) Hazardous chemicals in pure form that may endanger life, health, the environment;
  - f) Psychotropic substances and narcotic drugs, in particular drugs and drug paraphernalia, substances and products that can be used as narcotic drugs or psychotropic substances (including so-called "legal highs"), as well as other substances that are intended for use as substitute drugs, regardless of whether the possession and trade in such substances and products is prohibited by law;
  - g) explosives and pyrotechnics;
  - h) human or animal organs;
  - i) live or dead animal specimens (as well as parts or derivatives thereof) of species included in current Annexes A to D to Council Regulation (EC) No 338/97 of 9 December 1996 on the protection of species of wild fauna and flora by regulating trade therein;
  - j) Counterfeit products, i.e. Products or services marked in such a way as to mislead the Customers with regard to their peanuts, quantities, qualities, components, methods of manufacture, suitability, applicability, repair, maintenance or other essential characteristics of the products;

- k) software that is adapted for activities that violate the law or good morals, including:
  - i. containing computer viruses;
  - ii. which allows information about a computer user to be retrieved without the user's knowledge;
  - iii. for the removal of locks and passwords from desktop and portable computers, hard drives and other storage media and car radios, as well as information and services relating to the removal or setting up of such locks.
  - iv. enabling the generation of email addresses from websites or enabling bulk emailing to users of websites, messages, etc. who have not given their consent.
- l) instructions and website addresses (links) and FTP servers, in particular those containing information enabling or facilitating
  - i. creating or coming into possession of hazardous materials;
  - ii. violating applicable laws and those prohibited to possess;
  - iii. violating applicable laws.
- m) personal data or lists of e-mail addressees;
- n) services and items related to participation in so-called pyramid schemes, i.e. financial structures created on the basis of acquiring new members, where the main (or exclusive) source of profit is the entry fee paid by them;
- o) Weapons and ammunition the possession or trade of which requires appropriate authorisation or registration, as well as gas throwers, including pepper spray, regardless of whether their possession or trade is restricted by law;
- p) mp3 files, pornographic content, gambling, lotteries;
- q) the handling of electronic money, in particular cryptocurrencies;
- r) consultancy services.

### **§3 –Merchant's obligations**

1. Merchant undertakes to make payment facilities available to all persons using its service and to display the logos of other payment service providers by means of which its Customers may make payments for the services purchased. In addition, Merchant shall comply with the regulations of the Visa and Mastercard payment organisations - concerning the procedures for accepting payments by Cards - when using Card payments.
2. Merchant undertakes not to apply, in the case of payment by Card, higher prices than those applied to other forms of payment.
3. Merchant is obliged to provide the Customer with a receipt or invoice confirming the transaction, which must be issued and delivered to the Customer in accordance with the law.
4. All Merchant Shops should be operated by Merchant or by persons authorized to act on his behalf, in particular, Merchant should be indicated in the rules of the Shops as a seller/obligor under the contract concluded with the Customers. If the Operator determines otherwise - the Operator has the right to disable the IdoPay Service.
5. The Acceptor is obliged to inform the Operator about:
  - a) any events connected with transactions made with the Cards at the Merchant's, which would indicate an attempt or commission of criminal acts by the Customers;
  - b) all changes in the business, in particular, changes in contact details and any other changes affecting the acceptance of transactions.

6. The Acceptor undertakes to place and maintain on its website a brief information about the Operator, consisting of the Operator's logo.
7. In the event of using Card payments, the Acceptor will conduct unrestricted sales of services to Customers paying with Cards. The Acceptor agrees not to conduct any activity consisting in providing access to the services rendered by the Operator to the Acceptor to other entities. The Acceptor declares that the Acceptor's products are in accordance with the category of goods and services provided by the Acceptor during the Acceptor's registration with the Operator. The Acceptor declares that the products sold by the Seller using the Operator's solutions are free from any defects and do not infringe or threaten to infringe the rights of third parties, in particular the author's property rights and personal rights.
8. Merchant undertakes to display the following information on the websites:
  - a) In the case of using Card payments, the Acceptor's website should prominently display information about the possibility of carrying out transactions with Cards and display in full colour, the Visa, Mastercard trademarks.
  - b) The graphic layout and design of the Acceptor's website should allow the customer easy and unrestricted access to all required information.
  - c) The following information should be available on the Acceptor's website: Full name and address of the Acceptor's registered office; Contact details of the Acceptor (e-mail address, telephone); Information on all, available forms of payment; Terms and conditions describing the conditions of purchase and delivery of goods/services with particular emphasis on:
    - i. the delivery methods offered by the Acceptor
    - ii. information on the full cost of delivery
    - iii. any export restrictions;
    - iv. terms of complaint or return of goods/services and the possibility for the customer to withdraw from the transaction;
    - v. information on the forms of protection of the customer's personal data applied by the Acceptor.
  - d) Before carrying out a transaction, the customer should be asked to confirm that he/she has read these Terms and Conditions, for example by means of the "I accept" button displayed.
  - e) In addition, it is recommended that the customer carrying out a Card transaction be provided with information enabling the CVV2/CVC2 code to be traced on the card.
  - f) If the website is prepared in the Polish language version, all the above information should be available in Polish.
  - g) It is recommended that, where the Acceptor's website offers support in foreign languages, all the information listed above should also be available in appropriate translations.
  - h) If the surcharges for transactions executed with Mastercard payment cards related to payment service costs are charged by the Acceptor, the amount of the surcharge, the calculation method and the legal basis should be published on the Acceptor's website. The amount of the surcharges should correspond to the real costs incurred by the Acceptor. It is forbidden to charge surcharges for transactions made with Visa payment cards unless the surcharges are added to all payments made with the use of other electronic payment methods available at the Acceptor's and in cases provided for by the applicable law - in particular in cases provided for in Article 37a of the Payment Services Act of 19 August 2011.
  - i) All descriptions of goods/services offered on the Acceptor's Polish language website should be available in Polish.
  - j) The description of the good/service shall include at least:
    - i. The name of the good/service;
    - ii. Description of the main feature of the utility;

- iii. Name of the manufacturer or importer;
- iv. Price with currency and whether VAT is included.
- k) It is recommended that the descriptions should be as complete and accurate as possible in order to minimise the risk of complaints.
- l) The Merchant's website may not present any content or materials prohibited by Polish law.
- m) No pornographic content or materials may be displayed on the Acceptor's website.

#### **§4 Merchant's specific obligations in respect of Cyclical Payments, One Click Payments and MOTO Payments.**

1. In the event that Merchant uses the following payment execution functionality by the Customer as part of the IdoPay Service:
  - a) of the Recurring Payments type, executed on the basis of a standing order of the Cardholder ("Cyclical Payments");
  - b) Credential-on-File type, executed to enable Customers (Cardholders) to initiate Transactions to Merchants using the Customer's stored payment card details ("One Click Payments");
2. c) Mail Order/Telephone Order ("MOTO") type - IdoPayments will enable cashless payments in Polish Zloty made with Cards to be accepted on behalf of the Merchant via the MOTO system. By the term "MOTO" is meant a system for handling Authorisation without the physical presence of the Card. The order to debit the Card is made by the Customer providing the details of his Card via a secure website, - the provisions of this paragraph shall apply.
3. Transactions under Cyclical Payments and One Click Payments will be processed only upon prior registration of the Card holder with the IdoPay Service (or the entity through which IdoPayments processes the Transactions). The registration will be designed to authenticate that the Customer requesting a Cyclical Payment or One Click Payment is the legitimate holder of the Card to be debited. As a result of the successful registration of the Card holder, IdoPayments will provide the Merchant with a unique Card identification number ("Token") which will be used to process the One Click Payment. Prior to the registration of the Card on the transaction website, the Merchant shall obtain the Customer's consent for the regular collection of fees by activating the Cyclical Payments or One Click Payments service. The aforementioned consent is stored in the IdoPay Service
4. The agreement concluded between the Acceptor and the Card holder in order to launch the Cyclical Payments service in the Merchant's service must include in particular:
  - a) the amount and date of the debit from the Card;
5.
  - b) whether the above data are fixed or variable (and if so, according to what key or how changes may be made);
  - c) indication of the agreed communication channel between the Acceptor and the Customer.
6. The Acceptor - through the IdoPay Service - must provide the Customer with a simple and easily accessible way of opting out of/withdrawing from the Cyclical Payments and One Click Payments services. If the Customer opts out of the Cyclical Payments service, the Acceptor may not use the Token received to make further Transactions.
7. In the event that:
  - a) any trial period or promotion for the Cyclical Payments or One Click Payments service has ended,
  - b) the terms or conditions for making Cyclical Payments or One Click Payments have changed,
  - c) in accordance with the regulations of International Payment Organisations, the Card holder's consent for subsequent debits, within the scope of Cyclical Payments, expires, becomes invalid or requires renewal,



- the Acceptor is obliged - using the IdoPay Service - to carry out with the Customer the process of obtaining again the consent for the execution of Cyclic Payments or One Click Payments and the registration of the Card.
8. The Acceptor - through the use of the IdoPay Service - undertakes to duly secure all data relating to the processing of Transactions under this Agreement, including in particular those relating to the Token, so that they are not used by unauthorised persons contrary to their intended purpose. IdoPayments has the right to inspect the manner in which this data is stored.
  9. Acceptor agrees that during the term of the Agreement Acceptor will meet all the necessary requirements and rules for the protection of information relating to payment cards specified in the Payment Card Industry Data Security Standard (PCI-DSS), published at [www.pcisecuritystandards.org](http://www.pcisecuritystandards.org), in particular Acceptor will undergo appropriate verification to confirm compliance with the PCI-DSS, according to the rules specified therein and to the extent depending on the number of transactions carried out with payment cards by Acceptor in the given period. During the term of the Agreement, Acceptor shall, whenever requested by IdoPayments, provide an appropriate completed SAQ form, signed in accordance with the rules of representation or by a person authorised to act on Acceptor's behalf.
  10. Acceptor agrees to operate the MO/TO Software in accordance with the technical documentation and not to modify it without consulting IdoPayments. In the event of a breach of these obligations, the Operator may cease to provide technical support. Acceptor undertakes to implement and comply with the security procedures agreed with the Operator relating to the storage of Card data. Acceptor undertakes, whenever requested by the Operator, to make available any security procedures relating to the activities associated with this agreement. Acceptor shall also provide the Operator with the opportunity to audit the security of the systems in which Card data is stored (if Acceptor has access to such systems). Acceptor shall bear all liability, including penalties imposed by International Payment Organisations, in the event that data stored on Acceptor's systems escapes to the outside world and/or is used to carry out fraudulent transactions.

## **§5 - Conclusion and execution of the IdoPay Service Agreement and the Operator's rights and obligations**

1. Unless otherwise provided in these Terms and Conditions - the conclusion of the contract is reached through the tools on the website of the other e-commerce service provider in the following steps: acceptance of the provisions of the Terms and Conditions of IdoPay together with acceptance of the Terms and Conditions of the other e-commerce service provider and completion of the data needed to conclude the contract. Furthermore, the Merchant is asked to complete the KYC questionnaire according to the consecutive steps and to attach the relevant documents. After positive verification of the data and documents submitted by the Customer, the conclusion and activation of the IdoPay service with the Operator - along with the conclusion and activation of the agreement with the other e-commerce service provider takes place.
2. In the case of an assignment agreement - the KYC questionnaire is filled in by the Assignee; the Assignee fills in the KYC questionnaire as described in point 1, a positive result of the verification made by a person authorised by IdoPayments - constitutes at the same time consent by IdoPayments to the assignment.
3. The Operator, being an Obligated Institution within the meaning of Article 2(1)(3) of the Act on Prevention of Money Laundering and Financing of Terrorism of 1 March 2018 (Journal of Laws of 2019, item 1115 as amended), shall apply financial security measures to Merchant.
4. Financial security measures include, but are not limited to:

- i. identification of the Merchant and verification of his identity;
  - ii. identify the beneficial owner and take reasonable steps to
    - verify its identity;
    - establish the ownership and control structure - in the case of a Merchant that is a legal entity.
5. The Operator, using the financial security measures referred to in point 4 above, shall identify the person authorised to act on behalf of Merchant and verify his identity and authority to act on behalf of Merchant.
6. Identification of the Merchant consists in determining in the case of:
  - a) a natural person carrying on business:
    - i. first name and surname;
    - ii. citizenship;
    - iii. the Universal Electronic System for Population Registration (PESEL) number or the date of birth - if no PESEL number has been assigned, and the country of birth, iv. series and number of the document confirming the identity of the person;
    - v. address of residence;
    - vi. business name, tax identification number (NIP) and address of main place of business activity;
  - b) a legal person:
    - i. name (business name);
    - ii. Form of organisation
    - iii. registered or business address;
    - iv. TIN, or in the absence of such a number, the country of registration, the name of the relevant register and the number and date of registration; **[Entry in the version applicable from 30 October 2021.]**
    - v. the identification data referred to in paragraph 6(a)(ii) and (a)(iii) of the person representing that legal person or organisational unit without legal personality.
7. Identification of the beneficial owner shall include identification of the data referred to in paragraph 6(a) (i) and, where the information is held by an operator, also the data referred to in paragraph 6(a)(ii) to (v). **[Entry in the version applicable from 30 October 2021.]**
8. The identification of the person authorised to act on behalf of the Merchant shall include the establishment of the data referred to in paragraph 6 (a) (i) - a (iv).
9. (9) Verification of the identity of the Merchant, the person authorized to act on his behalf and the beneficial owner involves confirming the established identification data on the basis of a document stating the identity of the natural person, a document containing current data from an extract from the relevant register or other documents, data or information from a reliable and independent source.
10. Merchant identification is performed by completing the KYC Questionnaire and is obligatory for each Merchant. In addition, the Merchant is obliged to provide, at the request of the Operator carrying out the verification activities - other documents, data or information and provide any explanations, including, if available, from electronic identification means or from relevant trust services as defined in Regulation 910/2014. **[Entry in the version applicable from 30 October 2021.]**
11. For the purpose of applying financial security measures, the Operator may process information contained in the identity documents of Merchant and the person authorized to act on his behalf, and make copies of them. Data will be stored and processed by the Operator no longer than it is necessary for the implementation of the above objectives and statutory obligations.
12. In order to provide the IdoPay service and only insofar as it is necessary (e.g. providing the ID by the card organisation) - the Operator may transfer the Merchant's personal data to other payment service providers, who then become independent administrators of such data.



13. Moreover, the Operator, being obliged to apply internal procedures aimed at preventing the use of the Service for money laundering or terrorist financing purposes, reserves the right to apply cyclic as well as ad hoc financial security measures. For this purpose, the Operator may request Merchant to provide relevant explanations, documents, etc. An explicit or implicit refusal or lack of response from Merchant shall be considered as the inability to apply financial security measures, implying the necessity to terminate the business relationship. In this situation, the Operator on the basis of internal procedures will consider whether the inability to apply financial security measures implies the need to notify the Chief Inspector of Financial Information.
14. The e-payment service within IdoPay is available only to verified Merchants from Poland and certain countries of the European Union, on condition that they fully comply with the laws on e-commerce in force in Poland.
  - a) Within the IdoPay service, Merchants may only use bank accounts verified by the Operator and held by suppliers with a seat in Poland.
  - b) The procedures for verifying the correctness of bank accounts and their owners shall be established by the Operator and may be changed in time. For security reasons, the Operator is not obliged to publish and inform Merchants about the current verification procedures or their changes.
15. If a Merchant uses credit card payments he may not process, purchase or sell credit card related data. The Merchant undertakes, throughout the duration of the use of IdoPay, not to use the order payment information made by payment cards, for purposes other than accepting payment for the service rendered solely through the Merchant for whom the Service is provided. The above obligation of the Merchant also applies to persons associated with the Merchant.
16. As regards the provision of the IdoPay service, the Operator shall be responsible for the security of the payment card data which it holds, stores, processes and transmits on behalf of the Customer for the purposes of the service provided, and to the extent to which it may affect the security of such data. To this end, the Operator shall comply with the requirements of the Payment Card Industry Data Security Standard (PCI DSS) and, in order to verify the above, shall conduct an audit once a year."
17. The Operator shall handle chargeback Claims processes and the performance of obligations arising in connection with such Claims and Returns arising as a result of Acceptors. If the operator processing payments with Cards gives an instruction to deduct the amount of the transaction claimed by the Card issuer (chargeback), the Operator shall deduct the claimed amount from the current payments due to the Acceptors. If the payment to Merchant was made by means of a Card, the refund procedure is carried out in the same way.
18. The Acceptor has the possibility of current, permanent and free access to information at the BOK:
  - a) enabling the identification of the payment transaction and the payer;
  - b) the amount of the payment transaction in the currency in which the payer's payment account was debited or in which the payment order was made;
  - c) the amount of any charges for the payment transaction and, where applicable, a breakdown thereof.
19. Operator provides services covered by these terms and conditions under the rules indicated in the Price List made available by the provider of the Store on its website. All fees and commissions to the Operator are collected automatically from the transferred to Merchant receivables resulting from the IdoPay service provided by the Operator.
20. Funds from the Contribution Balance are transferred to the Merchant at least once every 4 weeks. Merchant has the right to make deposits to the Contribution Balance for due refunds in case there are insufficient funds accumulated in the Contribution Balance from which to make refunds. The amount deposited into the Deposit Balance may not exceed 5% of the refunds due.

## **§6 Risk management**

1. An operator acting as a Payment Service Provider shall, as part of its risk management system, take risk mitigation measures and put in place controls to manage operational and security risks in the provision of payment services, in particular by
  - a) maintenance of an effective incident management process, including for the detection and classification of major operational and security incidents, including those of a data communication nature;
  - b) the ongoing assessment and updating of procedures for operational and security risk management, including information and communication security and the ongoing assessment of risk mitigation measures and control mechanisms.
2. If a serious operational or security incident, including of IT nature, has or may have an impact on the financial interests of Merchants, the Operator shall, without undue delay, notify Merchants using its services of the incident and inform them of available measures they can take to mitigate the negative effects of the incident.
3. With regard to the provision of services by the Operator as a Payment Service Provider, the parties exclude the application of the provisions of Section II of the Payment Services Act of 19 August 2011 (Journal of Laws of 2019, item 659 as amended), excluding Article 32a thereof.

## **§7 - Suspension of transactions, notifications to the relevant authorities**

1. The Operator is not a party to the electronically concluded sale and reservation agreements between the customer and the acceptor and is not responsible for the execution of such agreements as well as their validity.
2. These Terms and Conditions do not govern and are without prejudice to the principles under which the Customer is required to pay fees in connection with:
  - a) the execution of a payment order under agreements concluded with the Customer's bank or Acceptor;
  - b) incurring costs of data transmission over the Internet connected with using the Service.
3. These Terms and Conditions do not regulate and do not affect the rights and obligations of the Customer and the Customer's Bank arising from their binding legal relationship, in particular in relation to:
4.
  - a) maintaining and servicing the Bank Account;
  - b) execution of Payment Instructions, including the Customer's Bank's failure to send an irrevocable Payment Instruction for Payment to intra-bank or inter-bank settlements on the next settlement day following the day of transmitting to the Operator the information about the submission of the Payment Instruction by the Customer.
6. The Operator reserves the right to suspend the execution of any transaction in order to launch an internal procedure to prevent the use of the Service for money laundering or terrorist financing, and to notify:
  - a) the General Inspector of Financial Information if a reasonable suspicion arises that a particular transaction may be related to money laundering and terrorist financing;
  - b) the competent public prosecutor if a reasonable suspicion arises that the assets involved in the transaction originate from or are connected with an offence other than money laundering or terrorist financing or a fiscal offence.

## **§8 - Complaints procedure**

1. A complaint may be submitted:

- a) in writing - personally at the Operator's registered office or by mail to the Operator's registered office address;
  - b) orally - by telephone or in person during a visit of a customer at the Operator's premises, whereby the Operator, on the basis of a complaint made in person at its premises, prepares a written report;
  - c) in electronic form via the Announcement system or by e-mail to [pay@idopayments.com](mailto:pay@idopayments.com).
2. The Operator shall consider the Complaint within 15 days of its receipt, and then sends a response to the Customer indicating the settlement and its justification:
    - a) in writing - by mail sent to the address of the Customer indicated in the application (by default);
    - b) in electronic form - by e-mail to the Customer's address indicated in the notification (only upon request of the Customer).
  3. In particularly complicated cases, which make it impossible to consider a complaint and provide a reply within the time limit referred to in point. 2 (e.g. in situations requiring technical or operational analyses), the Operator:
    - a) explain the reason for the delay;
    - b) indicate the circumstances which need to be established in order to investigate the matter
    - c) specify the expected time limit for the handling of the complaint and the response, which shall not be longer than 35 working days from the receipt of the complaint.
  4. In order to meet the deadlines referred to in point 2 and point 3c it shall be sufficient to send the reply before their expiry and, in the case of replies given in writing, to send it in the postal facility of the designated operator within the meaning of art. 3 item 13 of the Act of 23 November 2012. - Postal Law (Journal of Laws of 2017, item 1481 and of 2018, item 106, 138 and 650).
  5. In the event of failure to meet the deadline set out in point 2, and in certain cases the deadline set out in point 3c, the complaint shall be deemed to have been dealt with in accordance with the Customer's wishes.
  6. The reply to the complaint should include in particular:
    - a) the factual and legal substantiation, unless the complaint has been considered in accordance with the customer's will;
    - b) comprehensive information on the position of the financial market entity on the objections raised, including the indication of the relevant parts of the model agreement or the agreement;
    - c) the name and surname of the person providing the response with the indication of his/her official position;
    - d) a time limit within which the claim raised in the complaint, considered in accordance with the customer's wishes, will be met, which may not be longer than 30 days from the drafting of the reply.
  7. In the event of rejection of the claims resulting from the customer complaint, the content of the response should also include information about the possibility
    - a) appeal against the position contained in the response, if the Operator provides for an appeal procedure, as well as the manner of filing such an appeal;
    - b) use the institution of mediation or arbitration court or other mechanism of amicable settlement of disputes, if the Operator provides such a possibility;
    - c) apply to the Financial Ombudsman for consideration of the matter;
    - d) file an action with a common court of law indicating the entity that should be sued and the court with jurisdiction to hear the case.
  8. The Operator informs that the Customer has the right to request the Financial Ombudsman to review the case (<https://rf.gov.pl>). The Financial Ombudsman is an entity authorized to settle out-of-court consumer disputes as well as disputes between entrepreneurs concerning the provision of financial services.

Disputes arising from the provision of payment services at the request of the Customer may also be resolved by the Court of Arbitration at the Polish Financial Supervision Authority ([https://www.knf.gov.pl->bookmark "Court of Arbitration"](https://www.knf.gov.pl->bookmark%20Court%20of%20Arbitration)). Detailed information on the amicable dispute resolution procedure is available at <http://www.polubowne.uokik.gov.pl>. A customer who is a consumer is also provided with an electronic link to the ODR platform for out-of-court settlement of disputes between consumers and traders: <https://ec.europa.eu/odr>.

9. Merchant is required to retain all paper and electronic documents relating to each transaction for a period of not less than 3 years, in particular, a copy of the invoice confirming the transaction, reliable confirmation of delivery of goods or services to the Customer that are the subject of the transaction for which payment is made, or the reasons for non-delivery. The above documents and other requests Merchant is obliged to provide immediately at any request of the Operator (no later than 3 working days after the request of the Operator), in particular in the event of a chargeback claim. Failure to produce the documents and requested information in a timely manner or failure to do so shall be tantamount to accepting the claim and charging the Merchant for the amount of the claimed transaction. Merchant agrees to pay an additional fee to the Operator for each chargeback claim by the Customer that is accepted. If the chargeback claim is accepted. Merchant will be charged for the value of the chargeback transaction processed. Merchant agrees that chargeback fees and transaction amounts may be automatically deducted from the Deposit Balance in the event of a successful chargeback claim.

## **§9 - Principles of liability**

1. The Operator shall not in any way be liable for any incorrect performance of the service by the Acceptor to the Customer.
2. As part of the service, Merchant shall only be able to make further debits to the card in situations and under the terms of the agreement between Merchant and its Customer. The Merchant shall be solely responsible for all actions and their consequences related to the execution of subsequent card debits.
3. The Operator shall be liable for non-performance or improper performance of the Services under the terms of the Payment Services Act of 19 August 2011 (Journal of Laws of 2019, item 659, as amended).
4. The Operator shall be liable for damage resulting from failure to perform or improper performance of its obligations under the Agreement in accordance with the provisions of the Civil Code.
5. The Operator's liability for damages is limited only to actual, documented losses and does not include the benefits that the injured party could have achieved if the damage had not occurred.

## **§ 10 - Personal data**

1. Processing of personal data provided by the Customer and Merchant during the use of services provided by the Operator takes place on the basis of Article 6.1.b RODO for the purposes of providing the Services by the Operator and issuing accounting evidence.
2. The administrator of the Customer's and Merchant's personal data is the Operator, i.e. IdoPayments sp. z o.o. based in Szczecin, Piastów Avenue 30, 71-064 Szczecin, [pay@idopayments.com](mailto:pay@idopayments.com).
3. The Administrator has appointed a Data Protection Inspector, who can be contacted by e-mail at: [office@idopayments.com](mailto:office@idopayments.com).
4. The Operator will store the Customer's and Merchant's personal data until the expiry of the limitation period for claims arising from the concluded agreement or for the period required by separate regulations on tax and accounting obligations - depending on which period ends later. After the expiry of this period,

- the personal data of the Customer and Merchant shall be processed by the Operator pursuant to Article 6 (1) (f) of the RODO, i.e. for the purposes arising from the legally justified interests pursued by the Operator for the purposes of marketing campaigns.
5. The Customer and Merchant shall have the right to request from the Operator access to their personal data, their rectification, erasure or restriction of processing, as well as the right to object to the processing (also for marketing purposes, including profiling) and the right to data portability.
  6. If the processing of personal data by the Operator takes place on the basis of consent granted by the Customer or Merchant, referred to in Article 6(1)(a) of the RODO, the Customer or Merchant has the right to withdraw consent at any time without affecting the legality of the processing carried out on the basis of consent before its withdrawal.
  7. The Customer or Merchant has the right to lodge a complaint to the supervisory authority, which is the President of the Office for Personal Data Protection.
  8. Providing personal data by the Customer or Merchant is a contractual requirement and is voluntary, but necessary to carry out the Service. Failure to provide personal data results in a refusal to provide the Service.
  9. The Operator undertakes to respect the confidentiality of the data relating to the Customer or Merchant, including the data of customers of the Customer's shop or Merchant and not to disclose such data to unauthorized persons, and to properly secure the information against access by any unauthorized persons. The Operator may not use these data for purposes other than those indicated in §4.1 and §4.2 of the Terms and Conditions.
  10. The Operator has the right to use Customer or Merchant's information only in an aggregated manner that does not allow for identification of the Customer or Merchant, for the purpose of preparing reports.
  11. Unless Merchant objects, the Operator has the right to publish Merchant's basic data (company name, shop address) on the Operator's reference list and in marketing and sales materials of the Operator. At the request of Merchant, the Operator undertakes to remove Merchant's data as soon as possible from the reference list, marketing and sales materials of the Operator, excluding those that are in an uneditable form, in particular are already printed, in which case the Operator retains the right to further use them.
  12. The Merchant undertakes to comply with the privacy policy published on the Website of the Operator.
  13. For more current information on the protection of personal data, including information obligations required by the RODO, please refer to the Privacy and Security Policy of IdoPayments sp. z o.o. under "Information in accordance with RODO" available on the Website of the Operator.

## **§ 11 - Zmiany umowy**

1. The Operator shall have the right to make any necessary changes to these Terms and Conditions during the term of the contract.
2. Merchant shall be informed of any planned change to the Terms and Conditions or the Price List no later than 2 months before the proposed date of its entry into force.
3. Merchant's failure to object to the proposed amendments to the Terms and Conditions prior to the proposed effective date shall be deemed to constitute consent to them. Merchant shall have the right to refuse to accept the new Terms and Conditions and Price List prior to the proposed effective date. Merchant's refusal to accept the new Rules and Pricelist shall be tantamount to giving notice of termination on general terms with effect from the date of Merchant's notification of the change to the Rules or Pricelist, but no later than the date on which the changes would have been applied. In the event that Merchant objects but does not give notice of termination, the contract shall terminate on the day prior

to the effective date of the proposed amendments, without charge. If notice of termination is given, prior to the effective date of the new Price List and Terms and Conditions, if expressly indicated by Merchant, the Terms and Conditions and Price List in force at the date of termination will apply.

4. The contract binding Merchant and the Operator under the terms of these Regulations may be terminated by the Operator with immediate effect in the case of Merchant's failure to comply with the terms of the Regulations or Merchant's loss of the properties (conditions) provided for therein and necessary for the Operator to be able to provide the Service.

## **§12 - Final provisions**

1. The Regulations are available at: [www.idopayments.com](http://www.idopayments.com).
2. Any disputes related to the services provided by the Operator under these Terms and Conditions shall be resolved by the competent Polish common courts or by the competent court of the place of residence of the consumer, if such authority arises from universally applicable law.
3. In matters not governed by these Regulations, the provisions of the Civil Code and relevant provisions of Polish law, as well as European Union law, in particular RODO, shall apply.