

# Appendix No. 7B to Allegro User Agreement

## Terms and Conditions of Przelewy24 Service

### **ARTICLE 1. TERMS AND CONDITIONS OF SERVICE PROVISION**

These Terms and Conditions provide for the terms and conditions of the provision of payment services within the meaning of the Act on Payment Services of 19 August 2011 (hereinafter referred to as "the Act") by PayPro S.A. to Users on Allegro. In particular, these Terms and Conditions provide for the rules for making disbursements of funds **accrued in the Seller's payment account maintained booked in the settlement tool maintained for the Seller** by the payment operator under the framework agreement on payment services within the meaning of the Act and the rules for making payments by Buyers, including the entities referred to in Article 2.7. of Allegro User Agreement who do not have an Account, for purchased Items using Przelewy24 Service, which are single payment transactions as defined in the Act.

#### **Information on Przelewy24 Service provider**

1.1. The entity providing the payment service, hereinafter referred to in these Terms and Conditions as "Przelewy24 Service", to Users shall be PayPro S.A. with the registered office in Poznań at ul. Kanclerska 15, 60-327 Poznań, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Poznań – Nowe Miasto and Wilda, 8th Commercial Division of the National Court Register under KRS no. 0000347935, share capital of PLN 4,500,000.00, paid in full, taxpayer's ID No. (NIP): 7792369887, hereinafter referred to as "PayPro". During the provision of Przelewy24 Service, PayPro shall act as the provider of payment services within the meaning of the Act. PayPro may perform activities as part of Przelewy24 Service through an agent within the meaning of the Act, which is: DialCom24 sp. z o.o. with its registered office in Poznań (60-327) at ul. Kanclerska 15, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Poznań – Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register under KRS number 0000306513, taxpayer's ID No. (NIP): 781-17338-52, company statistical No. (REGON): 634509164. PayPro shall be supervised by the Polish Financial Supervision Authority. PayPro has been entered into the register of national payment institutions kept by the Polish Financial Supervision Authority under No. IP 24/2014. The principal place of business is the aforementioned registered office of PayPro S.A., mailing address: ul. Kanclerska 15, 60-327 Poznań; e-mail address: [serwis@przelewy24.pl](mailto:serwis@przelewy24.pl).

#### **Overview of major features of the Przelewy24 Service**

1.2. Przelewy24 Service is a payment service within the meaning of the Act, which consists in:

a. making disbursements of funds financial resources from payment account booked in the settlement tool maintained for the Seller as part of Przelewy24 Service and performing all actions necessary to maintain the settlement tool in which the Seller's payments and disbursements will be booked payment account;

b. performing payment transactions, including the transfer of funds from the Buyer to the Seller's payment account;

c. enabling the acceptance of payment instruments and the performance of payment transactions, initiated with the Buyer's payment instrument by the Seller or through it, involving in particular the handling of the acquiring process, sending the Buyer's or the Seller's payment orders to the issuer of the payment instrument or payment systems, in order to transfer to the Seller the funds due to them, except for activities consisting in its settlement and clearing in a payment system within the meaning of the Act of 24 August 2001 on Settlement Finality in Payment and Securities Settlement Systems and on the Principles of Supervising Such Systems.

1.3. The payment service referred to in Article 1.2. above shall be provided, for a specific payment transaction, on condition of the existence of a financial obligation resulting from an agreement concluded between Sellers and Buyers in a Transaction. Payment transactions related to Transactions in categories listed in Part III of Appendix No. 4 (Sale commissions) which are not subject to a success fee shall not be processed via Przelewy24 Service.

1.4. Przelewy24 Service for Sellers that includes the payment service referred to in Article 1.2. shall be provided under a framework agreement within the meaning of the Act (hereinafter "the Framework Agreement"), the provisions of which have been presented herein. Any references herein to a payment account a settlement tool shall be understood as references to a tool an account maintained for the Seller by PayPro for the purpose of Przelewy24 Service, which shall be used solely to record payments from Buyers and disbursements to the Seller.

1.5. PayPro shall complete payment orders of the Buyers referred to in Article 1.2. under an agreement on a single payment transaction within the meaning of the Act. Specific principles concerning the completion of payment orders of Buyers (including Users who do not have Accounts on Allegro) are provided for in Article 6 hereof.

1.6. The Framework Agreement between PayPro and the Seller shall be concluded upon approval of the Terms and Conditions of Przelewy24 Service, where such approval is given by accepting the Allegro User Agreement in connection with the conclusion by the Seller with Allegro.pl of the agreement on the provision of services on Allegro on the terms provided for in the Allegro User Agreement.

1.7. The Terms and Conditions of Przelewy24 Service shall be approved of by expressing consent in the forms made available to Users on Allegro.

1.8. The text of these Terms and Conditions, including the Framework Agreement, shall be available at <https://allegro.pl/regulamin/pl/arttykul/appendix-no-7b-to-allegro-user-agreement-7wAMb8AZWHj>.

1.9. in a manner that enables its recording and unchanged reproduction of the data stored. By accepting these Terms and Conditions, a User agrees that the information contained herein may be posted on the aforementioned website before the conclusion of the Framework Agreement, thus constituting a draft Framework Agreement made available to each User. The text of the Framework Agreement shall be available on the website throughout its entire term, and this is the way in which it shall be available to Users.

1.10. The access to all features of Przelewy24 Service by the Seller who has concluded the Framework Agreement, in particular the possibility of using the **settlement tool payment account**, shall depend on the positive outcome of the User Identification and Verification procedure referred to in Article 3 prior to the performance of the first payment transaction, including the making of a verification bank transfer for the purposes of the Identification and Verification process. Until the conditions of using all features of Przelewy24 Service are satisfied, PayPro under the Framework Agreement concluded with the Seller shall grant access only to the feature of conditional acceptance by the Seller of payments from Buyers in the Listings for which Allegro.pl will make available the "Raty Od.Nowa" service and the "Allegro Zapłać Później" deferred payments service. The funds paid in this manner shall be made available and disbursed to the Seller only after the aforementioned conditions of access to all features of Przelewy24 Service are satisfied. In the case when these conditions are not met by the Seller within the time limit specified in the terms and conditions of the "Raty Od.Nowa" service and in the terms and conditions of the "Allegro Zapłać Później" service, these funds shall be refunded to the Buyer, for which the Seller grants their consent by concluding the Framework Agreement with PayPro.

1.11. The Framework Agreement on the provision of Przelewy24 Service for Sellers shall be concluded for an indefinite period, however not longer than the term of the agreement referred to in Article 2.5. of Allegro User Agreement. Termination of the agreement with Allegro.pl referred to in Article 2.5. of Allegro User Agreement shall also result in the termination of the Framework Agreement concluded with PayPro.

1.12. Users shall not be required to open a bank account to be able to use Przelewy24 Service, and any transactions performed as part of Przelewy24 Service shall not be considered bank operations as defined in the Banking Law. Funds **booked deposited in the payment account in the settlement tool** maintained by PayPro for the Seller shall not bear interest.

1.13 As part of Przelewy24 Service, it is possible to transfer (disburse), upon the Seller's instruction, funds **booked deposited in the payment account in the settlement tool** maintained by PayPro for the Seller by bank transfer to the payment account referred to in Article 5.3. and specified by the Seller.

1.14. To provide Przelewy24 Service, PayPro shall use services offered by specialised financial institutions chosen with due diligence.

1.15. Przelewy24 Service can be provided to Users who have equipment enabling them to access the Internet, including software to browse through online resources, and a payment account maintained by a bank with its registered office in Poland, subject to Article 5.6.

1.16. In the case of any references herein to a time limit expressed in business days, "business day" shall mean any day from Monday to Friday, except for public holidays.

1.17. Any financial transactions relating to Przelewy24 Service shall be made exclusively in the Polish currency.

1.18. Przelewy24 Service shall be used to make payments, particularly payments of Buyers' financial obligations towards Sellers resulting directly from agreements concluded in Transactions, and to make disbursements of funds resulting from concluded Transactions to Sellers pursuant to Article 5.

1.19. Each payment transaction performed as part of Przelewy24 Service shall be assigned a unique payment number, hereinafter referred to as "Payment Identifier".

#### **Przelewy24 Service progress statuses**

1.20. Information on the status of Przelewy24 Service and information required to identify payment transactions performed for the Seller and disbursements ordered in the manner referred to in Article 5 shall be available in the User's Account on Allegro and also sent by PayPro through Allegro.pl acting upon the order of PayPro to the e-mail address provided by the User. The aforementioned information shall be made available in a manner that enables the Seller to store and reproduce such information in an unchanged form. When accepting these Terms and Conditions, the User agrees to the method of providing information on payment transactions as described above.

#### **Unauthorised payment transactions**

1.21. To prevent any unauthorised payment transactions, the Seller must not disclose their Account access data (username, password) to any third parties, as such data make it possible to use the Account's functionalities, including the placement of orders to disburse funds **booked in the settlement tool accrued in the payment account** maintained as part of Przelewy24 Service.

1.22. The Seller shall immediately report to PayPro any loss or unauthorised use of their identification data enabling the placement of a payment order. Such reports should be made in the manner referred to in Articles 1.23. and 1.24. within 13 months from the day of **making unauthorised or unduly performed payment transactions or on which the Seller's payment account was debited with the amount of an unauthorised transaction or** from the day on which the transaction was to be performed. If the Seller fails to make the report

within the aforementioned time limit, the Seller's claims against PayPro concerning unauthorised, not performed or improperly performed payment services shall expire.

### **Contact with PayPro**

1.23. PayPro shall communicate with Users in the Polish language. This language shall be used to draft all the documents establishing relations between Users and PayPro.

1.24. Any User's correspondence addressed to PayPro must be sent in the written form to PayPro's address or by electronic means via the form available at <https://allegro.pl/Contact2/Contact2.php>, except for complaints and statements on withdrawal from and termination of the agreement, for which the communications means and form have been described separately in these Terms and Conditions. Any correspondence should contain at least the User's name on Allegro and description of the issue. Electronic correspondence, as a rule, shall be via the e-mail address assigned to a given User's Account.

1.25. Upon the User's request submitted in the manner referred to in Article 1.24., these Terms and Conditions shall be provided by PayPro and Allegro.pl in written form or on other durable medium and, upon the User's request and with their consent, by e-mail.

### **Costs of using Przelewy24 Service**

1.26. The User shall not pay to PayPro any fees for using Przelewy24 Service, except for fees for completing separate disbursement orders in a special form specified in Articles 5.6. and 5.7. Remuneration due to PayPro for the provision of Przelewy24 Service on Allegro shall be settled pursuant to a separate agreement concluded between Allegro.pl and PayPro. The User shall bear fees related to the provision of Przelewy24 Service pursuant to agreements concluded by the User with payment service providers (a bank or an acquirer) and shall bear the costs of the online transmission of data related to the use of Przelewy24 Service.

1.27. The Seller shall have constant access in their Account on Allegro to the electronic statement of transactions for the Seller related to Przelewy24 Service; however, after the period of 60 days, the Seller may access the data in an electronic form only upon a written request submitted to PayPro, subject to Article 4.3.

## **ARTICLE 2. PAYPRO'S LIABILITY**

### **Liability for non-performance or undue performance of a payment transaction**

2.1. If a payment transaction is initiated by the User (acting as a payer, i.e. as the party placing a payment order), PayPro shall be liable to the User for non-performance or undue performance of the payment transaction, unless:

- a. the User has failed to notify PayPro of any unauthorised, not performed or unduly performed payment transactions as part of Przelewy24 Service within the time-limit specified in Article 1.22;
- b. the Payment Identifier provided by the User is incorrect;
- c. the failure to perform or undue performance of payment as part of Przelewy24 Service is due to force majeure only;
- d. the failure to perform or undue performance of payment as part of Przelewy24 Service results from other legal regulations;
- e. PayPro proves that the User's provider received the payment order in paper form and the delay in the performance of the payment order did not exceed one business day.

2.2. In the case of PayPro's liability referred to in Article 2.1., PayPro shall promptly reimburse to the User the amount of the non-performed or unduly performed payment transaction.

2.3. If the payment account of Pay Pro being the Seller's provider maintained by PayPro has been credited pursuant to Article 54 of the Act, PayPro shall be liable to the Seller for non-performance or undue performance of a payment transaction. In such a case, PayPro shall immediately provide make available to the Seller the amount of the payment transaction by booking it in the settlement tool and making it possible to make the disbursement referred to in Article 5 or, if the Seller uses a payment account, PayPro shall credit the Seller's payment account with shall book the appropriate amount in order to bring the balance of funds booked in the Seller's settlement tool payment account to the state that would have existed if non-performance or undue performance of the payment transaction had not occurred.

#### **Liability for the correct transfer of a payment order**

2.4. If the Buyer's payment order is initiated by or through the Seller, subject to Article 44(2), Article 143(2) and Article 149 of the Act, PayPro (being the Seller's provider) shall be liable to the Seller for the correct transfer of the payment order to the Buyer's payment service provider pursuant to Article 56 of the Act. If PayPro is liable according to the preceding sentence, it shall immediately transfer the payment order again to the Buyer's provider.

2.5. In the case of a non-performed or unduly performed payment transaction for which PayPro is not liable under Article 2.4 above, the liability to the Buyer shall be borne by their payment service provider. In such a case, the provisions of Article 144(2) of the Act shall apply.

#### **Reimbursement of the amount of an unauthorised payment transaction**

2.6. Subject to Article 44(2) of the Act, in the case of an unauthorised payment transaction, the Buyer's payment service provider referred to in Article 6.5 (i.e. the provider of the payment service for the Buyer's payment instrument used in connection with the ordering of a single payment transaction for the Seller), shall immediately—however not later than until the end of the business day following the day on which the unauthorised transaction which debited the payer's account is confirmed, or following the day of receiving the relevant notice—reimburse to the Buyer the amount of the unauthorised payment transaction, except for the case of the existence of justified and duly evidenced grounds to suspect fraud, which shall be notified in writing to the prosecution agencies, and, if the Buyer uses a payment account, bring the debited payment account to the state that would have existed if the unauthorised payment transaction had not occurred.

2.7. The Buyer shall be liable for unauthorised payment transactions up to the equivalent in the Polish currency of EUR 150 determined at the average exchange rate announced by the National Bank of Poland applicable on the transaction date if an unauthorised transaction results from:

- a. the use of a payment instrument lost by the Buyer or stolen from the Buyer, or
- b. the misappropriation of the Buyer's payment instrument.

Except for the cases when:

- c. the Buyer was unable to identify the loss, theft or misappropriation of the payment instrument prior to the making of the payment transaction (unless they acted intentionally) or
- d. the loss of the payment instrument prior to the payment transaction was caused by the act or omission by an employee, agent or branch of the payer's provider or the entity providing to them technical services supporting the provision of payment services referred to in Article 6(10) of the Act.

2.8. The Buyer shall be held liable for unauthorised payment transactions in their full amounts if the Buyer has caused them intentionally or as a result of the violation of at least one of the obligations referred to in Article 42 of the Act, where such violation is intentional or results from gross negligence.

However, if:

- a. the Buyer's provider does not require any strong user authentication, the Buyer shall not be held liable for unauthorised payment transactions, unless they acted intentionally;
- b. PayPro, as the Seller's provider, does not accept strong user authentication, PayPro shall be held liable for damages incurred by the payer's provider.

2.9. The Buyer shall not be held liable for unauthorised payment transactions after notifying their payment service provider referred to in Article 6.5 or an entity indicated by such provider of the loss, theft, misappropriation or unauthorised use of a payment instrument or unauthorised access to this instrument, unless the payer has caused the unauthorised transaction intentionally.

2.10. If the Buyer's payment service provider referred to in Article 6.5 fails to provide appropriate means to enable the Buyer to make the notification referred to in Article 2.9 at any time, the Buyer shall not be held liable for unauthorised payment transactions unless the Buyer has caused an unauthorised transaction intentionally.

### **PayPro's actions**

2.11. In the situation when PayPro acts as the payer's provider, that is when, pursuant to an agreement on a single payment transaction with the Buyer's payment service provider or pursuant to the Framework Agreement with the payment service provider, makes a disbursement initiated by the Seller (acting as the payer for the disbursement order), PayPro, irrespective of the liability under Article 144(1) of the Act, upon the payer's request, shall take immediate measures to track the payment transaction and shall notify the payer of their result, where such activities are free of charge for the payer.

2.12. In the situation when PayPro acts as the payee's provider, that is when, pursuant to the Framework Agreement, is the operator of a payment transaction initiated by or through the Seller other than the one referred to in Article 2.11, irrespective of the liability held under Article 145(1) and (3) of the Act, PayPro, upon the Seller's request, shall take immediate efforts to track the payment transaction and shall notify the Seller of their result, where such activities are free of charge for the payee.

2.13. PayPro's liability held under Article 144 and Article 145 of the Act shall also cover fees and interest charged to the User as a result of non-performance or undue, including delayed, performance of a payment transaction by PayPro.

2.14. Pursuant to Articles 47 and 48 of the Act, PayPro shall not be held liable to the Seller for the reimbursement to the Buyer of the amount of an authorised payment transaction initiated by or through the Seller, which has already been carried out, if, at the time of the authorisation, the exact amount of the payment transaction has not been specified and the amount of the payment transaction is higher than the amount that the Buyer could have expected, taking into account the type and value of the Buyer's previous transactions, the provisions of the framework agreement with the Buyer's payment service provider referred to in Article 6.5 and relevant circumstances. PayPro shall bear this liability to the Buyer in the event when PayPro is the Buyer's payment service provider. In this case, the Buyer may request the reimbursement of the amount of an authorised payment transaction from their provider in the full amount of the completed payment transaction.

2.15. In the case referred to in Article 2.14., the Buyer may request the reimbursement of the amount of an authorised payment transaction from their payment service provider within 8 weeks from the date of debiting the payment account and, if the Buyer does not use any payment account, from the date of performing the payment transaction. The Buyer's provider should reimburse the full amount of the payment transaction within 10 business days from the receipt of the reimbursement request, or provide reasons for the refusal to make the reimbursement, indicating the authorities to which the Buyer may make a complaint if they disagree with the presented justification.

2.16. PayPro shall not be held liable for any delays in transferring due funds to the payment account or address indicated by the Seller under the rules specified in Article 4 5 due to the failure to provide data or due to the provision of inaccurate or incomplete data by the Seller, which renders it impossible to make a bank transfer or postal order.

2.17. PayPro shall not be a party to the agreement between the Buyer and Sellers and shall not be held liable for undue performance or failure to perform any agreements entered into by Users, except for actions related to Przelewy24 Service. In particular, PayPro shall not be held liable for Sellers' ability to conclude and perform agreements on the sale of goods or services on Allegro, or for Buyers' solvency.

2.18. PayPro shall not be held liable for any failure to make or delay in making a disbursement of funds to the Seller's payment account referred to in Article 5.3 due to reasons arising after the submitting by PayPro of a transfer order to a bank or a national payment institution.

2.19. PayPro, to the extent to which it performs acts as part of Przelewy24 Service via the agent referred to in Article 1.1. above, shall be liable for the agent as for its own actions and omissions.

## **ARTICLE 3. IDENTIFICATION AND VERIFICATION PROCEDURE**

### **Verification procedure**

3.1. The User acknowledges that, due to the conclusion of the Framework Agreement concerning Przelewy24 Service and during its provision, PayPro shall carry out the qualification of financial credibility pursuant to Article 10 of the Act, the assessment of the risk of money laundering and terrorist financing, as well as PayPro shall implement security measures required by law, and consequently may vary the principles of payment processing due to, or make certain terms of service provision dependent on, the risk group to which the Seller has been assigned. PayPro shall analyse the risk of processing payments on the basis of data available when providing Przelewy24 Service. In justified cases, PayPro shall reserve the right to deny processing a certain payment, particularly if PayPro reasonably suspects that the transaction paid for or the payment itself may be illegal.

3.2. If the Seller's Account on Allegro website has been blocked or actions referred to in Articles 2.13 or 8.2. of Allegro User Agreement have been taken, the provision of Przelewy24

Service shall be suspended. In addition, PayPro may block a payment account a settlement tool in the following circumstances:

- a. the Seller's use of Przelewy24 Service to violate or circumvent law, the principles of fair dealing or these Terms and Conditions;
- b. unauthorised use of Przelewy24 Service by the Seller or a third party acting in concert or with the Seller's expressed or implied consent;
- c. invalid or incorrect data necessary to process a payment order;
- d. as a result of a notice or decision of a competent authority;
- e. suspicion of money laundering. In such a case, PayPro shall notify the General Financial Information Inspector (GIIF) and then proceed as per GIIF's instructions;
- f. offering by the Seller, in Transactions subject to Przelewy24 Service, forbidden or restricted Items without meeting the required conditions referred to in Appendix 1 to Allegro User Agreement.

3.3. The User acknowledges that payment instruments (in particular the payment card) applied to use Przelewy24 Service may be used by:

- a. a holder of a payment instrument (including, but not limited to, a payment card), i.e. a natural person, a legal person or other entity, which, under an electronic payment instrument agreement, performs transactions specified in such agreement on their own behalf and for their own account, and
- b. a payment card user, i.e. a natural person authorised by the card holder to perform, on behalf of and for the holder, transactions specified in the agreement, whose identification data are stated on the payment card.

3.4. All confirmed law violations related thereto shall be reported to competent law enforcement authorities. Information containing the description of measures that the User should take to securely store the payment instrument should be provided to the User by their payment service provider which makes this payment instrument available to the User.

3.5. The Seller shall undergo the identification and verification process referred to in the Act on Counteracting Money Laundering and Terrorist Financing, hereinafter referred to as "User Identification and Verification". For this purpose, Allegro.pl shall provide PayPro with basic data referred to in Article 7.1. and the Seller should transfer to the payment account indicated by PayPro the amount of PLN 1.01 from the Seller's payment account referred to in Article 5.3. This amount shall be reimbursed in full by PayPro to the Seller's payment account from which it was transferred. PayPro may also carry out extended User Identification and Verification process applying a procedure provided for in law, which enables PayPro to request the Seller, for this purpose, to provide other required

identification and verification data. This Article shall apply accordingly to a change of the payment account referred to in Article 5.3. by the Seller.

3.6. The User shall comply with applicable provisions of law, this Framework Agreement, Allegro User Agreement and the principles set out by respective payment card associations.

## **ARTICLE 4. PRZELEWY24 SERVICE FOR SELLERS**

### **Specific terms of the provision of Przelewy24 Service for Sellers**

4.1. When providing Przelewy24 Service to the Seller, PayPro shall maintain a **settlement tool** for the Seller's **payment account** and, upon the Seller's order, shall initiate a transfer of funds accrued in its payment account **and booked in the settlement tool** to the payment account indicated by the Seller **referred to in Article 5.3** or shall initiate the disbursement of the funds by postal order under the terms provided for in Article 5.7. As part of Przelewy24 Service, PayPro shall receive **and book** in the Seller's **payment account settlement tool** payments made by Buyers in connection with Transactions concluded on Allegro.

4.2. In addition, Przelewy24 Service enables Sellers to:

- a. access the history of credited payments made by Buyers;
- b. access the statuses of disbursements initiated by the Seller;
- c. refund amounts paid by the Buyer - only on condition of the availability **and booking** in the Seller's **settlement tool payment account** of sufficient funds to perform such reimbursement instruction.

4.3. The Seller who has filled in the configuration form on Allegro pages correctly and in full shall have access to the electronic statement of payment transactions for a period longer than the one indicated in Article 1.26, however, not longer than 12 months from their making, but must generate such statements by themselves. After the 12-months' period, the Seller may obtain the aforementioned data in an electronic form only upon a written request submitted to PayPro.

4.4. The Seller may at any time acknowledge the Buyer's complaint and order PayPro to reimburse the payment received. Unless specific provisions provide for otherwise, in particular the provisions of the Act and the provisions on counteracting money laundering and terrorist financing, PayPro shall refund to the Buyer the amount specified by the Seller, subject to the following:

- a. such a refund order shall be accepted for performance only if the **Seller's payment account** balance **of funds available and booked in the Seller's settlement tool** is positive and the funds are sufficient to make the refund;

b. PayPro has the Buyer's data which make it possible to make a refund; if PayPro does not have all the Buyer's data required to make the refund, it may request the Seller to provide such data under the pain of refusing to make the refund.

4.5. PayPro shall credit the Seller's payment account with the amount of a payment transaction with the value date on the business day on which PayPro's account is credited with the amount of the payment transaction.

4.5.6. PayPro shall make available to the Seller the amount of a received payment transaction by booking it in the settlement tool promptly upon crediting the account of PayPro with the amount, provided that the disbursement of this amount made available is made on the terms set out in Article 5.

## ARTICLE 5. TERMS OF DISBURSEMENTS

### General terms of disbursements

5.1. As part of Przelewy24 Service, PayPro shall make available to the Seller a system understood as a set of procedures, infrastructure, relations with intermediary institutions organised by PayPro, enabling the Buyer to make payments to the Seller and the Seller to disburse all or part of the funds booked in their payment account settlement tool to a payment account maintained by a bank or national payment institution based in Poland. Disbursements shall be made in accordance with the data referred to in Article 5.3.

### The time the disbursement order is received by the Payment Operator

5.2. PayPro shall disburse funds booked in the Seller's payment account settlement tool not later than until the end of the next business day following the day when PayPro receives a disbursement order from the Seller. A disbursement order shall be deemed received:

a. when PayPro receives an order placed by the Seller — in the case indicated in Article 5.5.(a), where the Seller may not withdraw the disbursement order after it has been received by PayPro;

b. at the beginning of the day indicated by the Seller in the configuration form — in the case indicated in Articles 5.5.(b), 5.6. and 5.7. In the case indicated in Article 5.5.(a), the Seller may not withdraw the disbursement order after it has been received by PayPro. In the case indicated in Articles 5.5.(b), 5.6. and 5.7., the Seller may withdraw their order of the disbursement of funds booked in the payment account in the settlement tool not later than until the end of the business day preceding the disbursement date indicated by the Seller.

### Scope of information necessary to make a disbursement

5.3. In order to make the disbursement referred to in Articles 5.5.-5.7., the Seller should fill in the configuration form available on Allegro pages. When filling in the configuration form, the Seller shall provide the following data: name and surname, address (company name for

Business Account), e-mail address, phone number, the number of the bank account or payment account to which funds **accrued in the payment account booked in the settlement tool** maintained by PayPro are to be transferred. As part of the extended Identification and Verification process for the User referred to in Article 3.5., PayPro may also request other data concerning the Seller. The above Seller's data should comply with the data of the holder of the payment account from which a payment related to the Seller Identification and Verification will be made. In the case of Junior Account, it is possible to provide in the aforementioned form the data of a legal guardian of the Account User.

5.4. The disbursement referred to in Articles 5.5.-5.7. shall produce legal effects if correct credentials (username and password) have been entered when logging in to the Seller's Account.

### **Frequency of disbursements**

5.5. As part of the functionality referred to in Article 5.1., the Seller may order a disbursement to a payment account maintained in a Polish bank or a national payment institution:

- a. as a one-time disbursement (disbursement on demand);
- b. as a recurring disbursement defining the frequency thereof (automatic disbursements). An automatic disbursement can be processed if the amount **in the payment account in the settlement tool** is at least PLN 20.

A foreign bank with its registered office outside Poland shall not be considered a Polish bank.

### **Non-standard disbursements**

5.6. Notwithstanding the rule set out in Article 5.1., PayPro, upon the Seller's special order, shall make the disbursement of funds accrued **in the payment account in the settlement tool** by transfer to a bank account maintained by a bank with its registered office outside Poland, save that such an order shall be accepted for processing on the first day of the month for amounts below PLN 100, and on the first day and fourteenth day of the month for amounts higher than PLN 100 (if the 1st or the 14th day of the month is Saturday or Sunday or a public holiday, the disbursement order shall be processed on the next business day). The Seller may place a separate order of disbursement to a bank account maintained by a bank with its registered office outside Poland at the time different than indicated above, upon agreeing first with PayPro the fee for such order to be paid by the Seller.

5.7. Notwithstanding the rule set out in Article 5.1., PayPro, upon the Seller's special order, shall make an automatic disbursement of funds booked **in the payment account in the settlement tool** by postal order on condition that the amount of such funds does not exceed PLN 800. Such orders shall be accepted and processed on the first day of the month. If the first day of the month is Saturday or Sunday or a public holiday, the disbursement order

shall be processed on the next business day. The Seller may place a separate order of disbursement by postal order at the time different than indicated above, upon agreeing first with PayPro the fees for such order to be paid by the Seller.

5.8. A disbursement by the Seller of funds booked **in the payment account in the settlement tool** to a foreign bank account referred to in Article 5.6. shall be conditional upon:

- a. the Seller's bank providing the possibility of settling disbursements in PLN and, if such bank does not settle payments in PLN, PayPro shall not be able to disburse the funds until the Seller changes the account to an account in a bank that settles transactions in PLN; and
- b. the foreign account being maintained by a bank with its registered office in one of European Union Member States or in an equivalent country within the meaning of regulations concerning counteracting money laundering and terrorist financing.

5.9. If PayPro charges fees referred to in Articles 5.6. and 5.7., the information containing the statement of such fees shall be available in the Seller's Account. The provisions of Article 1.26 shall apply accordingly to such a statement of fees.

#### **Disbursement Withholding cases**

5.10. PayPro, in cases specified in Articles 8.9. and 8.10. of the Allegro User Agreement, may temporarily withhold the disbursement of the funds booked in the **payment account settlement tool** maintained for the Sellers operating in the form of a Business Account on Allegro ("Disbursement Withholding") who meet the following criteria:

- a. They have been qualified by Allegro.pl to the group of the Sellers whose Transactions involve a higher risk level (i.e. for which there is a higher probability that Buyers would request the payment of compensations under the Buyer Protection Programme in accordance with the provisions of Appendix No. 9 to the Allegro User Agreement) on the basis of the qualification procedure carried out in accordance with the criteria provided for in Article 5.11 below or
- b. They conduct activity as part of a Business Account as an entity whose registered office, registered business or actual place of business are outside the European Economic Area.

A Disbursement Withholding shall be carried out by PayPro at the order of and on the basis of the information provided by Allegro.pl and shall apply to all Business Accounts of a given Seller.

#### **Disbursement Withholding criteria**

5.11. Disbursement Withholding relates to the Seller's Accounts in which the turnover for all of them jointly from Listings in the "Telephones and accessories" category exceeded PLN 600,000 (say: six hundred thousand zloty) in the last 6 months counted from the last day of the month preceding the date of the qualification of the Seller's Account for Disbursement

Withholding. Moreover, it is taken into account whether a given Seller, jointly in all their Business Accounts and regardless of the type of the category in which they make sales, has met one of the following conditions:

a. at least 25% of the value of Transactions made within 60 calendar days preceding the date of the qualification for Disbursement Withholding come from Listings for which the Item delivery time declared by the Seller as at the date of concluding the agreement with the Buyer exceeds 7 business days;

b. the number of Discussions ended as unresolved for the Seller, who, in the last 60 days, concluded more than 1000 agreements, has exceeded 0.2% of the number of all agreements concluded at that time. If, in the last 60 days, the Seller concluded less than 1000 agreements, the number of Discussions ended as unresolved in this period has exceeded two;

c. the number of Discussions opened by Buyers within 60 calendar days preceding the date of the qualification for Disbursement Withholding exceeds 10 and, at the same time, for more than 10% of them the Seller has not given their response and has not presented exhaustive explanations within 24 hours from being accused of any misconduct by the Buyer, with Saturdays, Sundays and other public holidays being excluded from such response time;

d. in the period of 60 days immediately preceding Disbursement Withholding, pursuant to Articles 2.13 and 8.4 of the Allegro User Agreement, the Seller's access to particular services provided on Allegro was restricted temporarily or Allegro.pl suspended, for a definite or indefinite time, one, several or all Accounts of the Seller on Allegro;

e. the Seller's average rating on the date of the qualification for Disbursement Withholding is below 4.900 (four and nine tenths).

### **Description of the Disbursement Withholding qualification procedure**

5.12. The qualification of Sellers' Accounts for Disbursement Withholding shall be made on each first Wednesday of the month; however, if this day is a public holiday, the qualification shall be made on the next business day. Subsequent qualifications of a given Seller who has already been qualified to the group of the Sellers whose Transactions involve a higher risk level shall be made in three-month intervals, counting each time from the date of the previous qualification for Disbursement Withholding, until the moment when, in the subsequent qualification process, it is determined that the Seller no longer meets the Disbursement Withholding criteria.

### **Disbursement Withholding period**

5.13. Disbursement Withholding may be applied for the following period:

a. in the case of the Sellers qualified to the group of the Sellers referred to in Article 8.9.a of the Allegro User Agreement — maximally for the period which is the sum of the delivery time resulting from a Listing and additional 7 calendar days, where this period may not exceed 45 days in total counted from the date of booking the funds in the Seller's **payment account settlement tool**; the delivery time indicated in a Listing shall mean the sum of the shipment time counted in business days and the longest shipment time counted in business days specified in the "Delivery and payment" tab. If a Transaction covers more than one Listing of the Seller, the Disbursement Withholding period shall be counted according to the longest delivery time;

b. in the case of the Sellers referred in Article 8.9.b of the Allegro User Agreement, i.e. the Sellers with the registered office, registered business or actual place of business outside the European Economic Area, regardless of their potential qualification to the group referred to in a) above — maximum up to 45 days from the date of booking the funds in the Seller's **payment account settlement tool**, where, in justified cases, this period may be reduced.

5.14. PayPro may at the Buyer's request reimburse to the Buyer the funds obtained from a Transaction subject to Disbursement Withholding, having met all the following conditions:

a. The Buyer has notified Allegro.pl of missing delivery of the Item in the Transaction of the Seller whose Account is subject to Disbursement Withholding, and

b. The Seller has not documented the fact of the fulfilment of the agreement concluded as part of the Transaction within 24 hours from the receipt of the relevant request from Allegro.pl, with Saturdays, Sundays and other public holidays being excluded from such period (the fact may be documented in particular by sending to Allegro.pl a copy of the proof of the Item shipment) and

c. The Seller is subject to a temporary restriction or suspension of the access to particular services provided on Allegro pursuant to Articles 2.13 and 8.4 of the Allegro User Agreement.

### **Paying the fees due to Allegro.pl**

5.15. The Seller who conducts activity as part of a Business Account as an entity whose registered office, registered business or actual place of business is outside the European Economic Area, by accepting the Allegro User Agreement, shall authorise Allegro.pl to submit to PayPro the order to pay from **the funds booked in the Seller's settlement tool payment account** any fees and commissions due to Allegro.pl for the use of Allegro referred to in Appendix No. 4 to the Allegro User Agreement as soon as possible after the occurrence of the event resulting in the charge of the aforementioned fees and commissions. The charged amount shall each time correspond to the current amounts due to Allegro.pl indicated in the Account and the Seller may not claim reimbursement of such amount within the meaning of Articles 47 and 48 of the Act on Payment Services. If the Seller withdraws the authorisation referred to in the preceding sentence, re-authorisation shall be granted exclusively via electronic mail and not through re-acceptance of the Allegro User Agreement which would be carried out after the withdrawal of the authorisation. The authorisation

shall be granted by the Seller on condition that Allegro.pl makes available the feature of collecting fees for using Allegro directly from **the funds booked in the settlement tool payment account** maintained by PayPro.

5.16. If a Seller trading on Allegro Lokalnie wishes to offer the Przelewy24 Service in their Listing, pursuant to the requirements under Allegro User Agreement specified in Appendix 13, they shall, using a relevant tool provided in Allegro, give their consent and authorise Allegro.pl to provide PayPro with the direct debit instruction **to make the payment from the funds booked in the Seller's settlement tool concerning the Seller's clearing account** with reference to the amounts due to Allegro.pl for the fees and commissions for using Allegro which are referred to in Appendices 4 and 13 to Allegro's User Agreement. Where the Seller has given their consent, the fees and commissions for using Allegro.pl shall be charged within the shortest possible period following the event as a result of which the fees and commissions referred to above are charged. The charged amount shall each time correspond to the Seller's current liabilities towards Allegro.pl specified in the Seller's Account.

5.17. The Seller trading on Allegro Lokalnie may withdraw their consent to the direct debit instruction referred to in Article 5.16 above at any time. Upon having received the consent withdrawal declaration, PayPro shall cease further payment transactions which have been instructed by Allegro.pl and concern the debiting of the Seller's **settlement tool clearing account** with the fees and commissions due to Allegro for the use of Allegro.

5.18. The withdrawal of the consent to the direct debit instruction by the Seller trading on Allegro pursuant to Article 5.17 above shall not be tantamount to the Seller's termination of the Master Agreement, unless – together with the consent withdrawal declaration – the Seller has also submitted the Master Agreement termination declaration. However, given the provisions of Article 4.15 of Appendix 13 to Allegro's User Agreement, such consent withdrawal shall form the grounds for PayPro's terminating the Master Agreement by emailing a relevant declaration from the PayPro's email address specified in Article 1.1, or by sending its hard copy by regular mail from the following address: PayPro S.A., ul. Kanclerska 15, 60-327 Poznań.

5.19. Given the provisions of Article 5.16 above, the Seller trading on Allegro Lokalnie may request PayPro to refund the charged amount in accordance with Article 5.16. The Seller has an absolute right to request the refund referred to in this Article within 8 weeks of debiting the **settlement tool clearing account**. The refund shall be in the full amount of the effected payment transaction. The PayPro shall refund the amount within 10 business days of the receipt of such a request.

## **ARTICLE 6. PRZELEWY24 SERVICE — SPECIAL TERMS CONCERNING SINGLE PAYMENT TRANSACTIONS FOR BUYERS**

### **Payments for purchased Items by Buyers, including Users who do not have Accounts on Allegro**

6.1. This Article provides for specific terms of processing by PayPro payment transactions for the Seller made by Buyers, including Buyers who do not have Accounts on Allegro, pursuant to Article 2.7. of Allegro User Agreement. To the extent not specifically provided

for in this Article, the remaining provisions hereof shall apply. These Terms and Conditions constitute a template agreement on a single payment transaction as defined in the Act.

6.2. An agreement on a single payment transaction concluded with Buyers shall take effect upon the Buyer's selection on Allegro of Przelewy24 Service and the confirmation of the will to use it on the terms provided for herein.

6.3. Payment as defined in this Article shall mean a payment made by the Buyer to the Seller via PayPro to satisfy the payment obligation resulting from a Transaction between the Buyer and the Seller, which is a single payment transaction as defined in the Act.

6.4. As part of Przelewy24 Service, PayPro shall not maintain any payment account **or settlement tool** for the Buyer.

6.5. The Buyer, as a payer, must have a payment instrument for which the payment service provider is different than PayPro. In particular, the Buyer's provider may be a bank.

6.6. As the Buyer's payment order concerning a payment transaction is transmitted by a payment instrument covered by the framework agreement with the Buyer's provider referred to in Article 6.5., PayPro shall not be obliged to provide or make available information which the Buyer has received or should receive under the framework agreement concerning the payment instrument used.

6.7. To make payments to Sellers using Przelewy24 Service, the Buyer should provide the following data: their name, surname, street address, postal code, city/town, e-mail address, phone number. In justified cases, PayPro shall be authorised to request other data from the Buyer necessary for the payment risk assessment, relevant to the purposes for which they are requested, except for the data referred to in Article 9(1) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, hereinafter referred to as "GDPR".

6.8. PayPro shall provide Przelewy24 Service pursuant to the payment order received from the Buyer, which may be placed upon accepting the Allegro User Agreement, these Terms and Conditions of Przelewy24 Service, and upon providing data specified in Article 6.7 above. Such a payment order can be submitted by clicking the action box made available on Allegro indicating the intention to submit and authorise such order. Notwithstanding the foregoing, the Buyer shall authorise payment with their provider referred to in Article 6.5. in accordance with the terms of use of the payment instrument used to make the payment.

6.9. A payment order shall be deemed received by PayPro on the day of crediting PayPro's bank account with the amount of the payment. If PayPro receives a payment order on the day which is not a business day, the payment order shall be deemed received on the first business day following that date.

6.10. PayPro must credit the payment account of PayPro being the recipient's (the Seller's) provider, and then book the transaction in the settlement tool, with the amount of a payment transaction initiated by the Buyer not later than until the end of the next business day following the date of the receipt of the respective payment order.

6.11. The Buyer shall be informed about the payment made by an electronic notice sent to the e-mail address provided by the Buyer, which will make it possible to record the data contained therein. Upon accepting these Terms and Conditions, the Buyer agrees to the method of providing information on individual payment transactions as described above.

6.12. As part of a single payment transaction, the Buyer shall not pay to PayPro any fees for the use of Przelewy24 Service on Allegro

## **ARTICLE 7. PRIVACY AND CONFIDENTIALITY**

### **Rules of personal data protection for Users using Przelewy24 Service**

7.1. Allegro.pl shall disclose to PayPro personal data of Users, such as the User's name, surname, residence address, e-mail address, phone number, username and other data referred to in Article 5.3. and Article 6.7., to make it possible for PayPro to provide Przelewy24 Service and to fulfil its obligations provided for in applicable law, including, but not limited to, regulations on counteracting money laundering and terrorist financing.

7.2. Personal data disclosed to PayPro shall be the data necessary to provide Przelewy24 Service and fulfil obligations related to the provision thereof (including, but not limited to, such data as name, surname, street address, postal code, town/city, e-mail address, phone number).

7.3. In the case of Users' personal data disclosed by Allegro.pl to PayPro, apart from Allegro.pl., also PayPro is the controller of such personal data within the meaning of the GDPR.

7.4. Users' personal data disclosed by Allegro.pl to PayPro shall be processed pursuant to law, including, but not limited to, the GDPR, the Act on Providing Services by Electronic Means of 18 July 2002 and the Act.

7.5. PayPro shall exercise due diligence when selecting and using appropriate technical and organisational measures ensuring the protection of processed data, including IT security measures (e.g. data encrypting systems). PayPro shall protect data against their disclosure to unauthorised persons as well as against other cases of their disclosure, loss, destruction, unauthorised modification and illegal processing. PayPro shall exercise permanent control over data processing and shall restrict access to data to the maximum possible extent, granting appropriate authorisations only when it is necessary to provide services in a proper manner.

7.6. PayPro shall ensure that the Users whose personal data have been disclosed to it by Allegro.pl will be able to exercise their rights under the GDPR, including the right to request the controller to grant the User access to their data, the right to rectify them, the right to erase them or restrict their processing, the right to object to their processing, the right to data portability, the right not to be subject to automated decision-making, including profiling, and, in the case of data processed based on consent, the right to withdraw consent under the terms provided for in the aforementioned Regulation.

7.7. Personal data of the Users whose personal data have been disclosed by Allegro.pl to PayPro may be made available:

- a. to entities authorised to receive such data under applicable law, including competent judicial authorities, in particular as part of fulfilling PayPro's obligations provided for in applicable laws and related to the provision of Przelewy24 Service by PayPro;
- b. depending on the payment method selected by the User, such personal data may be made available to: banks, payment institutions, lending institutions, payment card associations, payment schemes) in order to provide Przelewy24 Service;
- c. to the extent and for the time necessary to provide or process Przelewy24 Service and in relation to the service – to third parties, including entities that, upon PayPro's order, perform acts related to the provision of Przelewy24 Service or which participate in (and benefit from) Przelewy24 Service;
- d. to Sellers to inform them about the status of payment in Przelewy24 Service;
- e. to Allegro.pl to counter fraud on Allegro related to payment services.

7.8. Due to the cooperation between PayPro and Allegro.pl in connection with the availability and provision of Przelewy24 Service on Allegro for Users, Allegro.pl shall have access to information about Przelewy24 Service, in particular the information made available in the Account. Therefore, by accepting these Terms and Conditions, the User expresses their electronic consent to the disclosure of such information by PayPro to Allegro.pl, thus releasing PayPro from the obligation to observe professional secrecy referred to in the Act related to the provision of payment services in relation to Allegro.pl. Due to the terms of the provision of Przelewy24 Service on Allegro, the withdrawal of the aforementioned consent shall be tantamount to the termination of the Framework Agreement with immediate effect.

7.9. Specific information on the processing of Users' personal data by PayPro, including the obligations and rights related to their acquisition and further processing, is available in the notice published at <https://www.przelewy24.pl/obowiazekinformacyjny-uzytownicyAllegro>.

## **ARTICLE 8. COMPLAINTS PROCEDURE**

### **Terms of accepting and handling complaints**

8.1. The User may lodge a complaint if the services specified herein have not been performed or their performance is inconsistent with the provisions hereof.

8.2. A complaint may be lodged:

a. in writing by letter sent to PayPro's mailing address referred to in Article 1.1. or directly in this unit;

b. orally by calling +48616429344 (calls billed at the rates of the User's provider), or in person against a report during the User's visit to PayPro's registered office and in PayPro business units providing customer service in the unit referred to in item (a) above;

c. in an electronic form to the e-mail address: [serwis@przelewy24.pl](mailto:serwis@przelewy24.pl) or by filling in the electronic form available at <http://przelewy24.pl/kontakt/reklamacja>.

8.3. A complaint lodged with PayPro should contain at least the following information: payment number, payment amount, payment title, payment date, e-mail address as well as other data that can facilitate the complaint handling process, in particular the full name of the holder of the payment instrument used for the payment, bank name, bank account number, name and number of the payment card as well as the reason for the complaint, identification of entities participating in the Transaction and a detailed description of the event subject to the complaint.

8.4. In the case data or information specified in a complaint must be supplemented, before handling the complaint, PayPro shall request the person lodging the complaint to supplement it to the indicated extent.

8.5. PayPro shall handle a complaint without undue delay, however within maximum 15 business days from the date of its receipt. The deadline will be deemed complied with if a reply is sent before its expiry date. In particularly complicated cases in which a complaint cannot be handled and a reply to it cannot be given within the aforementioned time-limit, especially when, to handle the complaint, PayPro must cooperate with a bank or other intermediary institution which cooperated with it in the payment processing process, this time-limit may be extended, however it may not exceed 35 business days after receiving the complaint. PayPro shall inform the User about the extension of the complaint handling period, indicating the reason for the delay, the circumstances to be clarified and the expected time of handling and replying to a complaint, which, however, may not exceed 35 business days after receiving the complaint.

8.6. A reply to a complaint shall be given by PayPro in a paper form or using a different durable medium. A reply to a complaint may be sent by e-mail, provided that the User has made a request to deliver the reply in an electronic form. By providing their e-mail address in the complaint, the User requests PayPro to respond to the complaint in an electronic form to that e-mail address and agrees to be given response this way. However, at the explicit request of the complaining party, on condition that they provide the necessary personal and contact details, the payment operator shall give its response to the complaint

in writing or by means of a different durable medium, in which case, to meet the deadline for complaint handling, it is sufficient to send the letter by registered mail.

8.7. The User shall cooperate with PayPro to clarify any issues connected with complaints handled by payment card issuers, in particular to provide all the necessary information about the Transaction under which the disputed payment has been made, and, upon each request of PayPro, within 7 days from receiving such request, provide PayPro with copies of documents relating to the Transaction under which the User received a card payment, including: a copy of the confirmation of shipping the Item ordered by the Buyer or the confirmation of the performance of the ordered service. The User shall retain such documents for the period of at least 24 months from the payment date.

8.8. The User may lodge a complaint with the authority supervising PayPro concerning PayPro's illegal actions.

8.9. PayPro shall not be the addressee of and shall not handle:

a. complaints related to improper performance by the Seller of an obligation towards the Buyer related to the Transaction concluded between them;

b. complaints related to improper performance by Allegro.pl of obligations towards Sellers or Buyers related to the use of Allegro, unless they are related also to Przelewy24 Service.

8.10. When the complaints procedure has been exhausted, a dispute between the User and PayPro may be ended in out-of-court proceedings concerning the resolution of disputes between a customer and a financial market entity carried out upon the complaining party's request:

a. by the Financial Ombudsman, in accordance with Chapter 4 of the Act of 5 August 2015 on Handling Complaints by Financial Market Entities and on the Financial Ombudsman, or

b. by an arbitration court at the Polish Financial Supervision Authority.

8.11. The proceeding referred to in Article 8.10 above may also be initiated through the ODR platform referred to in Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on consumer ODR), if the Financial Ombudsman and/or the arbitration court at the Polish Financial Supervision Authority is/are registered in this platform as ADR entities. The ODR platform is available at: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=PL>

8.12. The complaining party may also file a lawsuit with a common court competent to examine the case, which is in general the common court having jurisdiction over the respondent's registered office, thus, in the case of an action brought against the payment operator, the court is the District Court in Poznań – Grunwald and Jeżyce, in Poznań. In this

case, the respondent should be the payment operator whose data have been specified in detail in Article 1.1. of the Terms and Conditions.

## **ARTICLE 9. RULES ON AMENDING TERMS AND CONDITIONS OF PRZELEWY24 SERVICE**

### **Rules on amending Terms and Conditions of Przelewy24 Service**

9.1. PayPro reserves the right to amend these Terms and Conditions if any of the following important reasons occur:

- a. Issuing, by a common court or a governmental body, a judgement or decision imposing an obligation to amend the Terms and Conditions or justifying the need to make such amendments;
- b. Amendments to legal regulations related to PayPro's activities, resulting in the need to amend the Terms and Conditions in order to adapt them to the applicable law;
- c. Raising the level of Users' security or the level of the protection of Users' personal data by PayPro;
- d. Improving the functionalities offered by PayPro referred to in Article 5.1., adding a new functionality or removing certain functionalities when providing services;
- e. Expanding the scope of Przelewy24 Service with new features thereof;
- f. Adding new payment methods offered to Users as part of Przelewy24 Service if, due to the introduction of a new payment method, these Terms and Conditions must be amended accordingly;
- g. Amendments to the agreement concluded between PayPro and Allegro.pl under which PayPro provides Przelewy24 Service to Users;
- h. Amendments to Allegro User Agreement resulting in the necessity of amending these Terms and Conditions to comply with the principles applicable to Users on Allegro.

9.2. PayPro shall notify the User of any amendments to these Terms and Conditions and thus shall inform the Seller about amendments to the Framework Agreement concluded on their basis, not later than 2 months prior to their proposed effective date. Such information shall be provided to Users on Allegro website in a manner that enables its recording and unchanged reproduction of the data stored. The information may be provided to Sellers also in a paper form or on another durable medium and, upon the User's request submitted in the manner referred to in Article 1.24., by e-mail. If the Seller does not object to amendments to the Framework Agreement prior to their effective date by notifying PayPro of the same, it shall be deemed that the Seller has agreed to such amendments. If the Seller objects to amendments by writing to PayPro's address but fails to terminate the Framework

Agreement in the manner provided for in Article 9.3., the Framework Agreement shall expire on the day preceding directly the effective date of proposed amendments.

9.3. Prior to the proposed effective date of amendments, the Seller may terminate the Framework Agreement by sending a written declaration of the termination of the Framework Agreement to PayPro's address. In such a case, the agreement shall be terminated with immediate effect, however the provision of already initiated Przelewy24 Services for Users shall be ended under the terms provided for herein.

## **ARTICLE 10. MISCELLANEOUS PROVISIONS**

### **Opting out of Przelewy24 Service**

10.1. Within 14 days from the conclusion of the Framework Agreement under these Terms and Conditions, the Seller may withdraw from it without stating any reasons, by sending a relevant statement in an electronic form to the e-mail address indicated in Article 1.1 or by letter to PayPro's mailing address indicated in Article 1.1. However, if Przelewy24 Service is used and completed before the end of this time limit, such payment shall not be refundable. The User acknowledges that Przelewy24 Service shall be performed at their request immediately upon concluding the agreement on the provision of this Service. Draft withdrawal statement shall be filled accordingly to the form of Appendix No. 8 to Allegro User Agreement.

10.2. The Seller may terminate the Framework Agreement at any time by sending a relevant statement in an electronic form to PayPro's e-mail address indicated in Article 1.1 or by letter to the following address: PayPro S.A., ul. Kanclerska 15, 60-327 Poznań.

10.3. PayPro may terminate the Framework Agreement at any time with immediate effect in the case of any violation of these Terms and Conditions, by sending a relevant statement in an electronic form to the User's e-mail address or by letter to the address provided by the User.

### **Reference to Allegro User Agreement**

10.4. In matters not governed herein and as regards defining any capitalised terms used herein, Allegro User Agreement shall apply, unless specified otherwise herein.

### **Governing law**

10.5. The agreement between a User and Allegro.pl and the agreement between a User and PayPro concerning services provided by PayPro as part of Przelewy24 Service on terms set forth herein shall be governed by Polish law.