tpay zaufane płatności

General terms of provision of payment services

Please familiarize yourself with the general terms of services – GTCA.
Here, we describe the principles of the payment services we provide,
as well as your and our rights and obligations.

GTCA is an attachment and an integral part of the agreement between us,
namely the Framework Cooperation Agreement.

You



Merchant – the seller who enters into an agreement for payment services

Us



The Company – Krajowy Integrator Płatności S.A., owner of the Tpay brand

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§ 1 Definitions

While reading the GTCA, you will come across several constant terms and names - here is their meaning:

1. **Merchant** – a natural person with full legal capacity, a civil partnership, a legal entity, or a non-legal personality entity granted legal capacity by law, conducting business as an entrepreneur, engaged in economic activity, another entity that is not a natural person, possessing legal capacity and not engaged in economic activity, as well as natural persons conducting agricultural activities – who have entered into a Framework Cooperation Agreement with KIP.
2. **AML** – *The Act of March 1, 2018, on Combating Money Laundering and the Financing of Terrorism.*
3. **Application** – software owned and made available by the Operator, intended for installation on mobile devices (in particular mobile phones, smartphones and tablets), enabling the Merchant to access the Merchant Panel.
4. **Intermediary Institution –** entity other than KIP through which the Payer transfers funds to KIP with the purpose of paying the Merchant. It may be a different bank, credit institution, payment institution. settlement agent, payment system operator or payment scheme operator, electronic money institution, financial institution providing money transfer services, postal operator, telecommunication provider.
5. **KIP (Company)** – Krajowy Integrator Płatności Joint Stock Company with its registered office in Poznań, Plac Andersa 3, 17th floor, 61-894 Poznań, registered in the National Court Register by the District Court Poznań – Nowe Miasto i Wilda in Poznań, VIII Division of the National Court Register under the KRS number: 0000412357, Tax ID number: 7773061579, REGON number: 300878437, share capital PLN 5,494,980.00 – paid in full, conducting business at the website address: https://tpay.com, having e-mail contact address: kontakt@tpay.com.
6. **Website Account** – bank accounts owned by KIP and exclusively designated for handling transactions conducted through the Website (Tpay).
7. **GTCA** – the document you are reading right now. It defines the general terms and conditions of the Company's services.
8. **Merchant Panel** – a part of the Tpay Website provided to the Merchant, used for the administration and control of transaction data and Tpay functions. Through it, the Merchant can, among other things, review transaction history, make withdrawals of accumulated funds, modify Website Account settings, update data within the scope defined in GTCA and the Merchant Panel Regulations. The Merchant gains access to the Merchant Panel using an identifier and password, which are verified during the login process. Access to the Merchant Panel is also possible via the Application.
9. **Payer** – an entity that intends to purchase goods or services offered by the Merchant on the Portal or make a donation to the Merchant through the Portal or to make other Payments to the Marchant, including public-law liabilities by making a Payment using Tpay.
10. **Payment** – a monetary provision made by the Payer to the Merchant.
11. **Portal** – a website operated by the Merchant, available at the addresses provided during the registration process, through which the Merchant sells goods or services, accepts donations,

or allows for other payments including public-law liabilities, for which the Payer makes payment using Tpay.

12. **Stationary Point of Sale** – a physical retail or service outlet operated by the Merchant, located at the addresses indicated during the registration process, through which the Merchant sells goods or services, accepts donations, or enables other Payments, including public-law liabilities, for which the Payer makes payment using Tpay.
13. **Merchant Panel Regulations** – the regulations for providing services through the Merchant Panel electronically.
14. **Payment Execution Regulations** – the regulations governing payment transactions applicable to the Payer.
15. **GDPR** – *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 the repeal of Directive 95/46/EC (General Data Protection Regulation).*
16. **Force majeure** – an external event in relation to the Merchant and KIP, impossible to foresee, and against which it was impossible to take precautions with due diligence, including, in particular: armed actions, combat, war, and civil unrest, natural disasters, epidemics, unexpected acts of legislative and executive authority.
17. **Tpay (Website)** – a website operated by KIP, through which the Payer can carry out a Transaction in favor of the Merchant.
18. **TpayGO** – a service provided by KIP to the Merchant, enabling the acceptance of Payments for goods or services purchased by the Payer at the Merchant's Stationary Point of Sale.
19. **Transaction** – a payment made through Tpay for goods or services purchased on the Portal or at the Stationary Point of Sale, donations given to the Merchant, or other Payments made to the Merchant, including public-law liabilities. A transaction is uniquely identified by the transfer title associated with its number, amount, and the Portal. A transaction in Tpay has one of the following statuses:
    a. Correct – the Payer has made the Payment, and the funds have been made available to the Merchant,
    b. Paid – the Payer has made the Payment, and the funds have been transferred to the Website Account, but the Merchant's system incorrectly responded to the notification of the deposit,
    c. Pending – the Payer has not yet made the payment, made it with an incorrect title, or it has not yet been transferred by the Payer's bank,
    d. Refund – the payment was refunded to the Payer's account,
    e. Canceled – Payment canceled by the Merchant before the funds from the Payment made by the Payer have been correctly credited to the Website Account or by KIP due to the expiration of a specified period, which is at least 14 days during which the funds from the Payment have not been correctly credited to the Website Account.
20. **Framework Agreement (Agreement)** – an agreement between the Merchant and KIP concluded electronically or by filling out a verification form in written form, the content of which is regulated by GTCA.
21. **PSA** – *Act of 19 August 2011 on payment services*.

§ 2 General provisions

What does Tpay do?

1. KIP declares that it has designed and operates an online payment service called "Tpay," within which it:
   - enables the execution of payment transactions initiated by the Payer's payment instrument through the Merchant or on their behalf, including in particular:
     - handling authorizations,
     - sending payment orders from the Payer or Merchant's payment instrument to the issuer or payment systems,

     with the aim of transferring the due funds to the Merchant, excluding activities related to settlement and clearing within the payment system as defined in the *Act of August 24 on the finality of settlement in payment systems and settlement systems for financial instruments and the supervision of these systems* (acquiring),
   - provides the possibility to accept Payments using a payment card, including by means of electronic wallets,
   - provides other payment services regulated separately,

   offers services and functionalities provided by other providers, regulated separately
2. In the provision of services, as mentioned in § 2 sec. 1 of the GTCA, KIP, on behalf of the Merchant:
   - provides Payers with various payment methods,
   - accepts Payer payments into Website Accounts,
   - confirms to users the execution of payments and transfers these payments to the Merchant's account, possibly reduced by amounts due to the Company for commission and fees in accordance with the provisions of the GTCA, the Framework Agreement, and the fee and commission schedule.
3. The provision by the Company of certain services, such as enabling the acceptance of Payments using a payment card, the provision of the TpayGO service, or other services, may require the Merchant to meet additional conditions in accordance with the procedure specified in the GTCA and the relevant Appendices to the GTCA.
4. KIP may provide payment services to Merchants through its agents, within the scope of agency activities entrusted to a given agent.

Who is Tpay?

5. Activities carried out within Tpay (the Website) are not considered banking activities.

   Entering into the Framework Agreement is not connected with opening a bank account as defined by the *Act of April 23, 1964 – Civil Code* and *Act of August 29, 1997 – Banking Law*.
6. KIP does not operate as a lender within the meaning of the *Consumer Credit Act of May 12, 2011*, and does not provide payment credit as mentioned in Article 74 sec. 3 of the PSA.

7. KIP holds the authorization to operate as a national payment institution issued by the Financial Supervision Commission and is registered in the Register of Payment Services under number IP27/2014. KIP is supervised by the Financial Supervision Commission.

What is needed to use Tpay (the Website)?

8. In order to use the Website, the following are required at a minimum: an Internet connection, an end device equipped with the current version of software (a web browser or the Application) supporting the security standards and communication protocols used by the Website, and an active e-mail account.

   KIP shall not be liable for events resulting from the failure of the Payer to comply with the technical requirements indicated above necessary for cooperation with the ICT system used.

§ 3 Conclusion of the Agreement, Identification and Verification

1. The Merchant declares that:
   - they conduct lawful activities related to the sale of goods, provision of services, accepting donations through the websites specified in the verification form, or activities related to accepting other Payments made to the Merchant, including public-law liabilities,
   - their intention is to provide Payers with the opportunity to make Payments described above using Tpay,
   - they are authorized to use the domain where the Portal is operated.
2. The conclusion of the Agreement between the Merchant and KIP is preceded by the submission of an offer by KIP to conclude this agreement by the entity intending to obtain the status of the Merchant. This is done through:
   - correct and complete completion of the verification form by a person authorized to represent this entity in writing or in a form equivalent to writing in accordance with the Polish Civil Code of 23 April 1964,
   - acceptance of the GTCA.

   The Framework Agreement is concluded after the positive verification of the Merchant, as mentioned in § 3 of the GTCA, and is confirmed by the Company via email.
3. Payment services based on the Framework Agreement are provided after the positive verification of the Merchant by the Company. Failure to complete verification or a negative verification message on the part of the Company means non-acceptance of the offer to conclude the Framework Agreement on the part of the Company.

   KIP reserves the right to refuse to conclude the Framework Agreement without specifying a reason.

   Positive verification occurs after the submission and positive assessment of all required documents, the authenticity of which is beyond doubt.
4. The Merchant, especially those with their registered office outside the Republic of Poland or having foreign entities within their ownership structure, may be required by the Company to

provide the necessary documents, as indicated in § 3 sec. 5 and 6 of the GTCA, drawn up in Polish or English or officially translated into Polish or English.

5. By signing or submitting the verification form along with attachments, the Merchant confirms the correctness of the provided data. The need for data collection by the Company and the scope of required data and documents are determined by Article 33 sec. (1) in conjunction with Article 34 and subsequent provisions of the AML.

   Upon KIP's request, the Merchant commits to provide copies or scans or enable the creation of copies or scans of the following documents:

   a. a document confirming registration in the relevant register/registry of entrepreneurs (e.g., an extract from the Central Information of the National Court Register, an extract from the Central Register of Economic Activity and other equivalent documents for foreign entities),

   b. declaration of beneficial owners using a form provided by KIP,

   c. confirmation of the assignment of a Tax Identification Number (NIP) or other tax identification number for foreign entities,

   d. identity document (ID card, passport, or residence permit) of the Merchant if they are a natural person or individuals authorized to represent the Merchant if they are not natural persons,

   e. document confirming the right to represent the Merchant (if applicable),

   f. document confirming the Merchant's right to use the domains where the Portal is operated,

   g. confirmation of registration or an excerpt from the Central Register of Ultimate Beneficial Owners or a register maintained in the respective member state.

   KIP may at any time request the submission of originals or officially certified copies of the aforementioned documents, as well as other documents, in accordance with Article 33 sec. 1 in conjunction with Article 34 and subsequent provisions of the AML.

6. In order to conduct customer verification as defined in Article 37 of the AML and to determine the bank account details for withdrawals, the Merchant is obligated to make an activation fee.

   The verification process, which includes making an activation fee, can be initiated after successfully logging into the Merchant Panel and completing the verification form in the Merchant Panel.

   Banking details must match the data provided during registration in Tpay and the information derived from the submitted documents. Their accuracy is verified by the Company.

   In the event of any discrepancies between the banking data and the information provided during registration in Tpay and that which is derived from the submitted documents, KIP may request the Merchant to provide additional documents, particularly:

a. an agreement for the bank account specified by the Merchant as the account for making withdrawals of funds from Payments,

b. a bank statement for the bank account specified by the Merchant as the account for making withdrawals of funds from Payments,

c. confirmation of transfers made from the bank account specified by the Merchant as the account for making withdrawals of funds from Payments,

d. certificates from the bank and/or another institution maintaining the Merchant's payment account.

KIP may conditionally confirm the banking details for withdrawals with the documents specified in § 3 sec. 6 items a-d of the GTCA.

7. The Merchant may be required to submit a statement indicating whether the Merchant (being a natural person) or the beneficial owner of the Merchant holds an exposed political position as defined by AML regulations – subject to criminal liability for providing false information.

   Submission of the statement is done in the form specified by KIP.

8. Any changes to the data provided in the verification form (with the exception of data that can be independently updated by the Merchant through the Merchant Panel) require re-verification by a Company employee and approval of the changes by the Company.

9. In the case of a change in the bank account for withdrawals or if the data collected during the activation fee payment process does not match the information provided during registration, it is necessary to undergo the verification process again, which involves paying the activation fee mentioned in § 8 sec. 3 item b subitem i of the GTCA.

10. KIP is authorized at any time, even after the conclusion of the Agreement, to take financial security measures as defined in Article 34 of the AML, including activities to identify and verify the Merchant, its ownership structure and control, and obtain information about the circumstances of Transaction execution. KIP is thus authorized to request the Merchant to submit documentation confirming the above information.

11. In case of doubts about the correctness of the data provided by the Merchant and in other justified situations, KIP may request from the Merchant, in particular:

    a. copies of the annual financial statement for the most recent fiscal year,

    b. information about their business activities,

    c. copies of permits, licenses, insurances, registrations, and other documentation required by relevant regulations,

    d. bank/payment account statements,

    e. information about contract partners,

    f. Information about executed Transactions.

12. If the Company makes certain services available, such as enabling the acceptance of Payments using a payment card, providing the TpayGO service, or other services, the Company may require additional verification of the Merchant as specified in the GTCA and the relevant Appendices to the GTCA. The provision of such services may also require the consent of the Intermediary Institution to activate the service for the Merchant. These services shall be made available upon confirmation of positive verification by the Company via e-mail.

13. The Merchant is obligated to facilitate the Company's audit of its activities aimed at identifying and verifying the Merchant in accordance with AML regulations and assessing the compliance

of the Merchant's activities with legal provisions and the GTCA. Any potential audit requires the parties to agree on the scope, rules, and schedule each time.

§ 4 Principles for providing services by KIP and the rights and obligations of KIP

1. KIP ensures making Payments using various payment methods, the list of which can be found at the address: https://tpay.com/metody-platnosci.

   The payment methods available to the Payer in the Portal are chosen by the Merchant in the Merchant Panel. KIP reserves the right to specify that some payment methods may not be available to a specific Merchant or may be temporarily unavailable for technical reasons and/or reasons beyond KIP's control, or their activation may require additional verification in accordance with the provisions of the GTCA and the relevant Appendices to the GTCA.

   Moreover, KIP is authorized to automatically activate new payment methods and to make changes in the scope of available payment methods available to a given Merchant with the intention of improving the System safety and functionality. KIP shall inform the Merchant of such changes via the Merchant Panel or email.

   Change of the scope of currently available payment methods does not constitute an amendment to the GTCA.

   KIP will, to the best of its ability, inform the Merchant about technical interruptions and their duration through available means of communication, especially in the form of email messages or notifications in the Merchant Panel or on the Company's website.

2. Enabling the Merchant to accept Payments using a payment card requires, in addition to the Merchant concluding the Framework Agreement with the Company in accordance with § 3 of the GTCA:

   a. meeting the *Additional Terms and Conditions for the Acceptance of Card Payments*, specified in a separate **Appendix No. 3 to the GTCA**, available at https://tpay.com/user/assets/files_for_download/appendix-3-to-the-gtca-additional-terms-and-conditions-for-the-acceptance-of-card-payments.pdf, as well as obtaining the approval of the Intermediary Institution; the activation of card payments takes place after the positive verification of the Merchant, upon confirmation of such verification and informing the Merchant about the activation of card payments by the Company via e-mail, or

   b. the Merchant concluding a separate agreement with another payment service provider indicated by KIP.

   KIP reserves the right to refuse to enable the Merchant to accept Payments using a payment card without stating a reason.

3. Use of the TpayGO service by the Merchant in addition to the Merchant concluding the Framework Agreement with the Company in accordance with § 3 of the GTCA, requires meeting the conditions specified in a separate Appendix No. 4 to the GTCA, available at https://tpay.com/user/assets/files_for_download/appendix-4-to-the-gtca-additional-terms-and-conditions-for-the-tpaygo-service.pdf.The acceptance of Payments under the TpayGO service shall be activated after the positive verification of the Merchant, upon confirmation of such verification and notification to the Merchant by the Company via e-mail about the activation of the TpayGO service.

4. KIP provides the Merchant with information regarding funds originating from Payments and completed Transactions at any time through the Merchant Panel. Funds from Payments are held in segregated bank accounts and are legally protected from seizure based on a court or administrative enforcement title and are excluded from bankruptcy proceedings.
5. KIP declares ownership of the software and the right to use the necessary equipment to provide services within the Website and commits to ensuring the Website's functionality for the Merchant.
6. Integration of the Portal with Tpay:
    - The Merchant will independently and at their own expense integrate the Portal with Tpay based on the technical documentation provided free of charge by the Company.
    - Failure to integrate will prevent the initiation of Transactions on the Portal.
    - The Merchant can use payment links without prior integration of the Portal with Tpay.
    - Integration of Tpay with another or subsequent Merchant's Portal requires prior verification and acceptance of that Portal by the Company on terms specified in the GTCA.
7. Each Transaction initiated in Tpay receives a unique identifier.
8. To complete a Transaction, the Payer is obligated to provide the data specified in the Payment Execution Regulations.
9. Due to the specific nature of the services provided by the Company, the initiation of a Transaction is carried out by the Merchant or on their behalf. The moment of receiving an authorized order by the Company determines the day and time of receiving the order.

    A payment order initiated on a non-business day or after 5:00 PM is considered, for settlement purposes, as received on the first business day following that day.

    The settlement of the payment order is available in the Merchant's Panel immediately upon receiving information about successful authorization, 24 hours a day, 7 days a week, with consideration of exceptions related to the working hours of Intermediary Institutions, especially banks.
10. KIP reserves the right to refuse to carry out a Transaction in the event of a breach by the Merchant of any of the provisions of the GTCA, as well as in case of doubts about the legality of a given Transaction or its connection with criminal activity, terrorist activity, or money laundering.

§ 5 Personal data

1. KIP is the data controller of the personal data of the Merchant (individuals)and beneficial owners of the Merchant (for the purposes of AML regulations).
2. The rules for processing personal data as referred to in § 5 sec. 1 of the GTCA are available in the information clause at the following address: https://tpay.com/user/assets/files_for_download/klauzula-informacyjna-akceptant.pdf.
3. The Merchant provides KIP with ordinary personal data of Payers (customers of the Merchant) at least to the extent of:
    a. order number,

b. payment description,

c. payment amount.

Depending on the method of integrating the Merchant's Portal with Tpay, the Merchant may provide KIP with additional personal data of Payers, particularly:

a. first and last name,

b. e-mail address,

c. address (street, house number, suite number, postal code, city, country),

d. phone number.

4. The Merchant declares that:

a. The purpose of disclosing personal data mentioned in § 5 sec. 3 of the GTCA is to execute Transactions and confirm the execution of Transactions to the Merchant,

b. The personal data referred to in § 5 sec. 3 of the GTCA were collected from the Payers in accordance with applicable laws and regulations, and furthermore, there is a legal basis for their disclosure to KIP,

c. It shall exercise due diligence to ensure that the data mentioned in § 5 sec. 3 of the GTCA is correct.

5. As a result of the provision referred to in § 5 sec. 3 of the GTCA, KIP becomes the administrator of Payers' personal data. The regulations regarding the processing of personal data of Payers are set forth in the information clause available at: https://tpay.com/user/assets/files_for_download/klauzula-informacyjna-platnik.pdf.

6. KIP, processing the personal data of Payers in connection with the provision of payment services, may reciprocally disclose the Payer's personal data to the Merchant for the purpose of confirming the execution of the Transaction to the Merchant and enabling the Merchant to fulfill its obligations arising from legal regulations or the Agreement. In the case referred to in the former sentence, the Merchant shall be a separate data controller of the disclosed Payer's personal data.

7. If the Merchant, as the entity receiving the personal data referred to in § 5 sec. 6, has its registered office in a third country (i.e., outside the European Economic Area) for which the European Commission has not determined that the third country, territory or a specified sector or sectors within that third country in which the Merchant operates, ensures an adequate level of protection, personal data transfer mentioned in § 5 sec. 6 shall be carried out on the basis of the Standard Contractual Clauses for the transfer of personal data between controllers, attached as Appendix no. 2 of the GTCA. Appendix No. 2 is published at the following link: https://tpay.com/user/assets/files_for_download/zalacznik-nr-2-do-owu-standardowe-klauzule-umowne.pdf
Standard Contractual Clauses constitute an integral part of the GTCA and the Merchant declares that it has read and accepts the provisions of the Standard Contractual Clauses.

8. § 5 sec. 7 shall apply accordingly to a situation where the Merchant has its registered office within the European Economic Area and is subject to the GDPR, and where the personal data of the Payer disclosed to it in accordance with § 5 sec. 6 are subsequently transferred to a third country.

9. KIP processes personal data in accordance with the provisions of the applicable law, including in particular the GDPR.

10. KIP implements security measures, including organizational and technical measures, and fulfills the obligations arising from the applicable legal provisions, including the GDPR.

11. In connection with the performance of the Agreement between KIP and the Merchant, personal data of employees and associates of the Parties responsible for the performance of the Agreement, as well as persons representing KIP and the Merchant upon conclusion of the Agreement, are disclosed. The disclosed data include, in particular: first name and surname, job title, business email address, and business telephone number.

12. KIP and the Merchant declare, that the personal data referred to in section 11 are mutually disclosed based on the legitimate interest of each Party.

13. KIP and the Merchant undertake to inform, on behalf of the other Party, the persons referred to in section 11 about the disclosure of their personal data to the other Party and about the processing of such data by the other Party by providing the relevant privacy notice. The privacy notice of KIP is available at: https://tpay.com/user/assets/files_for_download/klauzula-informacyjna-osoby-kontaktowe-i-reprezentanci.pdf. The privacy notice of the Merchant shall be provided by KIP to the persons referred to in section 11 after it has been previously delivered by the Merchant in documentary form (e.g., a link or a PDF file).

§ 6 Principles of using the Website and the rights and obligations of the Merchant

1. It is forbidden to use Tpay to accept Payments for the sale of goods or provision of services that do not comply with generally applicable laws, in particular, those that infringe on the property rights of third parties, as well as those that are not allowed to be traded in the country of providing payment services to the Merchant.

   Using Tpay for money laundering or terrorism financing, as defined by AML regulations, is strictly prohibited.

   The list of goods and services for which acceptance of Payments through the Website is prohibited is attached as Appendix 1 to the GTCA published at: https://tpay.com/user/assets/files_for_download/zalacznik-nr-1-do-owu-lista-towarow-i-uslug-zabronionych.pdf. Any changes to this Appendix shall not be deemed as changes to the GTCA. The Merchant shall be notified about any changes to this Appendix via the Merchant Panel.

   If the Merchant is enabled to accept Payments using payment cards, in addition to the list specified in section 1 above, the acceptance of Payments for goods or services specified in the *Additional Terms and Conditions for the Acceptance of Card Payments* is prohibited.

   1a. In a situation where the Merchant's activity includes, among others, accepting payments on behalf of the recipient for services provided by that recipient, the Merchant undertakes to:

   a) not accept, through the Company, funds on behalf of ultimate recipients (the Merchant's clients) whose payment accounts to which the funds resulting from the Payments will be transferred are located outside the European Union;

   b) upon any request of the Company – no later than within 2 business days from the date of the request, under the penalty of blocking the disbursement of funds resulting from the Payments and/or refusal to execute the Transaction – provide information regarding the ultimate recipient of the funds resulting from the Payments in the form of:

- the name/surname or company name of the ultimate recipient of the funds (the Merchant's client),
- the payment account number of the ultimate recipient of the funds (the Merchant's client) to which the funds will be disbursed.

2. The Merchant acknowledges that there are no grounds for interest accrual on the funds deposited by Payers from the moment of their payment to Tpay's account until their transfer to the Merchant's bank account, unless these funds are held in the Company's account after the period specified in § 7 sec. 4 of the GTCA, and such a state of affairs is a result of circumstances for which the Company is responsible.

3. Throughout the entire term of the Agreement and within the framework of mutual obligations arising from the Agreement, the Merchant undertakes to include on the main webpage of the Portal, unless otherwise agreed by the parties:

a. information that Payments on the Merchant's Portal are processed by Tpay,

b. graphic materials informing Payers about the option for quick payment through Tpay, in particular, the current Tpay logo linked to the website: https://tpay.com. Graphic materials and logos are available on the website: https://tpay.com/dla-biznesu/do-pobrania.
In the above regard, KIP authorizes the Merchant to use KIP's logo and graphic materials, with the rights to them vested in KIP.

4. KIP has the right to post on: https://tpay.com or any other website belonging to it as well as in promotional and marketing materials the Merchant's and its Portal's logo and/or name to indicate that it is a Tpay customer. Furthermore, the Merchant agrees to the placement of its logo and/or name in the promotional and marketing materials of other payment or banking service providers cooperating with KIP, for the purpose of informing that it is a client of KIP.

5. The Merchant is obligated to provide the following information and documents on the Portal:

a. full Merchant's details (at least: full company name, postal address, email address, phone number),

b. Regulations for the provision of electronic services, in accordance with the *Act of July 18, 2002, on the provision of electronic services*, specifying in particular:

i. the types and scope of electronic services provided;

ii. the conditions for providing electronic services;

iii. the terms of concluding and terminating agreements for the provision of electronic services;

iv. the complaint procedures;

c. the policies or regulations on the protection of personal data of persons using the Portal,

d. any other data required by applicable laws, including consumer protection regulations,

e. Transaction Regulations in the form of a link to the regulations: https://tpay.com/user/assets/files_for_download/regulamin.pdf in the case of integration of the Portal with Tpay involving the presentation of payment methods directly on the Portal (e.g. on-site integration).

5a. The Merchant undertakes to inform the Payer about the provision of their personal data (in particular: name, surname, email address, phone number, address, order number, payment description, and amount) to KIP for the purpose of transaction execution.

6. The Merchant undertakes to ensure the accessibility and quality of goods or services provided by it through the Portal and to perform the services with the highest professional diligence. The Merchant undertakes to notify KIP of any instance and reason for non-fulfillment, partial fulfillment of the service, or non-delivery of goods to the Payer.
   Furthermore, upon KIP's request, the Merchant agrees to:
   - provide explanations regarding the provision of services for which the Payer made a payment through the Website,
   - submit evidence of fulfillment of such performance immediately upon receipt of the request
   - deliver confirmation of service fulfillment within 13 months from the payment date and during the storage period of relevant documentation.
7. The Merchant commits to granting access to the Merchant Panel only to individuals duly authorized to act on behalf of the Merchant.
8. The Merchant must securely store their ID and password for the Merchant Panel as well as the API keys, exercising the upmost care and refraining from sharing them with unauthorized persons.

   The Merchant is also obliged to promptly report to the Company the observation or reasonable suspicion of:
   a. loss, theft, or unauthorized persons obtaining their ID, password, API keys or access to the Merchant Panel,
   b. unauthorized use of the ID and/or password for the Merchant Panel and/or API keys;

   reports can be made via email, through the contact form available on the Website or by phone.

   As a result of the report, KIP blocks access to the Merchant Panel, including the ability to make withdrawals, and, based on its own assessment, takes other reasonable actions to minimize the consequences of the events referred to above. In this situation, the provisions of § 9 of the GTCA are applied accordingly.
9. The Company is not responsible for the activities performed with the Merchant Panel ID, password and API keys. The Merchant shall be fully and solely responsible for them, as for its own acts or omissions.
10. When the bank maintaining the Website Account or the competent authority blocks the funds accumulated in the Website Account in connection with a Transaction, KIP shall be entitled to set off its claim (for fees and/or costs related to the blocking of funds) against the Merchant's claim (for the withdrawal of funds from the Payment).

    In the event that the balance of funds from Payments on the Website Account does not allow for the aforementioned set-off, the Merchant is obliged to deposit the missing amount into the bank account indicated by KIP within 3 days of receiving the payment request.
11. KIP employs a secure procedure to notify the Merchant in case of fraud or suspicion of fraud, or when security threats arise.
12. To ensure the proper provision of services by KIP, technical documentation provided by Tpay and information available on the website must be followed: https://tpay.com.

§ 7 Rules for withdrawal and return of accumulated funds

1. KIP allows access to funds from Payments, possibly reduced by KIP's fees, no later than the end of the next working day after receiving the order as mentioned in § 4, sec. 8 of the GTCA.
2. Withdrawals of funds originating from Payments are executed after the positive verification referred to in § 3 of the GTCA, in an automated manner on a daily basis. Withdrawals are made after the accumulation of the minimum amount of funds required for an automatic withdrawal, determined by KIP in the Merchant Panel for the purpose of covering the Fees resulting from the fee and commission table. KIP reserves the right to change the minimum amount referred to above.
3. Instructions for withdrawing funds from Payments can also be executed according to a schedule established by the Merchant or after accumulating a specified amount, considering the minimum amount mentioned in § 7 sec. 2 of the GTCA.
4. Regardless of the chosen withdrawal method, KIP undertakes to transfer the owed funds to the Merchant's bank account in PLN currency within no longer than 3 business days and within no longer than 7 business days for withdrawals in a currency other than the Polish złoty (PLN), excluding Saturdays, from the date of the Merchant's request.
5. To protect Payers and prevent unauthorized changes to withdrawal data, KIP has the right to request the Merchant, before the withdrawal of accumulated funds, to provide updated documents for the Merchant or their representatives within 30 days from the date of KIP's request.

   In the event that the documents are not provided within the specified timeframe, KIP has the right to refund the accumulated funds to Payers. All costs associated with the refund are the responsibility of the Merchant.
6. Before proceeding with the refund, as described in § 7 sec. 5 of the GTCA, KIP will make every possible effort to contact the Merchant electronically and/or by phone to clarify the situation and, if necessary, extend the waiting period for the submission of documents by the Merchant.
7. The Merchant may initiate a refund of a completed Transaction (one that has the status “Correct” and “Paid”) to the Payer (e.g., due to a complaint or product return).

   The submission of the instruction occurs via the API or directly in the Merchant's Panel.

   KIP processes such an instruction within no more than 7 business days from the day the Merchant submits the instruction, provided that:

   - sufficient funds are available to cover the amount being refunded from the Transaction and the fee for the return of funds from Payments, as mentioned in § 8 sec. 3 item b subitem v of the GTCA, and
   - the Payer provides the Company, upon the Company’s request, with all necessary information to execute the refund – in case these details are missing.

   If the conditions set forth in the previous sentence are not met, and after a prior request for the Payer to provide the necessary information, the Company may retract the instruction to return the executed Payment.

In the event of an Merchant submitting a request for a refund of funds from a Payment, the Company's commission is non-refundable to the Merchant. Additionally, the Merchant bears the cost of the refund of funds according to the 'Website's fee and commission table.

8. The withdrawal and refund of funds originating from Payments, as mentioned in this paragraph, are processed electronically by KIP using a bank transfer order.
9. The withdrawal of funds from Payments based on terms other than those specified in the GTCA requires a separate agreement.
10. The withdrawal of funds from Payments in a currency other than the Polish zloty (PLN), which were received by KIP in Polish zloty (PLN), shall be carried out at the selling rate of that currency by Raiffeisen Bank International AG (Spółka Akcyjna) Oddział w Polsce on the date of KIP's order to transfer funds (in the case of automated and cyclical withdrawals) or on the date when the Merchant places a withdrawal order (in other cases). The exchange rate table is available at: https://www.rbinternational.com.pl/ in the "Exchange Rates" tab.
11. In the event of termination or immediate termination of the Framework Agreement, the Merchant's funds originating from Payments are automatically withdrawn by KIP no later than 2 business days past the expiry date of the Framework Agreement to the Merchant's bank account.

    The above does not apply in situations where the funds are blocked due to suspected violation of legal provisions by the Merchant, including when this is required by AML regulations, or if KIP and the Merchant agree on a longer payout period.

§ 8 Fees and settlements

1. KIP issues VAT invoices for the commission collected from Payers for Payment and for other fees in electronic form once a month for the previous month, unless the Framework Agreement states otherwise. Invoices shall be issued in compliance with the applicable laws, including the Act on Value Added Tax.

    The invoice is available for download through the Merchant Panel.

    Both parties agree to receive invoices electronically, without the recipient's signature.
2. The Merchant undertakes to provide KIP with all data necessary for the proper issuance of invoices or other accounting documents, in accordance with the provisions of the Act of 11 March 2004 – Value Added Tax Act, and to promptly update such information in the event of any changes.
3. Using Tpay is subject to fees. Merchant acknowledges and accepts the terms and amounts of fees and commissions as indicated in § 8 of the GTCA, with the following provisions:
    a. the commission is charged for Transactions; the commission amount is rounded up to the nearest hundredth (two decimal places),
    b. fees are charged depending on the actions and include, i.a.:
        i. activation fee (verification of the bank account number for withdrawals);
        ii. service package fee
        iii. enforcement fee
        iv. fee for withdrawal of accumulated funds;

v. fee for the return of funds to the Payer instructed by the Company;

vi. system fee

vii. additional fee.

4. The amounts of commissions and fees related to the use of the Website applicable to the Merchant, are available in the Merchant Panel and on the website: https://tpay.com/oferta, unless the commission and fee rates have been separately agreed upon. The Merchant is bound by the rates current on the day of the given activity.

5. The activation fee charged during the verification process is non-refundable. A VAT invoice, including e-invoice (structured invoice), for the activation fee is available in the Merchant's Panel.

   The service package fee shall be charged for each calendar month in which at least one (1) Transaction was executed on behalf of the Merchant, provided that there is a sufficient balance to cover the service fee. The service fee shall be added to the VAT invoice for the commission charged on Payments. The amount of the fee depends on the type of package.

   The enforcement fee shall be charged in the event of seizure of the Merchant's recievables against KIP by an authorized enforcement authority acting pursuant to the applicable legal regulations. The enforcement fee is charged once for each seizure of receivables referred to in the preceding sentence. The VAT invoice, including e-invoice (structured invoice), for the enforcement fee is available in the Merchant Panel.

   The system fee is independent of KIP; imposed by Intermediary Institutions or costs incurred by KIP on behalf of Intermediary Institutions in connection with the provision of a given payment method. The system fee, if applicable, may be added to the fees and commissions specified in §8 of the GTCA, in connection with the use of the payment method to which the system fee applies.

   Changes to the amount of the system fee shall not constitute an amendment to the GTCA and shall be made based on a notification to the Merchant about the changes introduced in the Merchant Panel no later than 14 days before the planned effective date of such changes.

   In case of non-acceptance of the introduced changes, the Merchant has the option to disable the payment method affected by the change at any time.

6. The Merchant agrees that KIP may deduct all amounts due from the funds derived from the Payment.

§ 9 Blocking access and freezing funds

1. KIP may suspend withdrawals in the event of legitimate doubts about the identification of the Merchant or the purpose of the Transaction, as well as when required by legal regulations.

2. KIP may refuse to execute a Transaction, block access to the Merchant's Panel, suspend a Transaction, or freeze the financial values derived from Payments and located in the Website Account, in the event of:

   a. KIP having suspicions about:

      i. violations or potential violations of legal regulations by the Merchant, the provisions of the GTCA, the Framework Agreement, or the truthfulness of statements made by the Merchant;

ii. unauthorized use of the identifier and password for the Merchant's Panel, especially in the case of multiple incorrect entries of the password during an attempt to log in using a specific identifier;

iii. the Merchant offering goods or services in violation of the prohibitions outlined in § 6 sec. 1 of the GTCA;

iv. breach of the provisions of § 6 sec. 1a of the GTCA by the Merchant

v. the occurrence of an event endangering the security of the Website;

b. KIP undertaking actions as described in § 3 sec. 5-13 of the GTCA,

c. as required by AML regulations or upon request from the competent authority,

d. when KIP conducts a negative risk assessment of executing the Transaction.

3. The funds as mentioned in § 9 sec. 2 of the GTCA, KIP applies at its discretion and based on its own analysis, taking into account the principle of proportionality or based on legal regulations or a request from the competent authority. It is important to note that the blocking of the Merchant's Panel and freezing of financial values derived from Payments may only occur in the cases provided for in § 9 sec. 2 item a-c of the GTCA.

   KIP informs the Merchant about the use of the aforementioned measures via email, unless it is prohibited by applicable legal regulations or a decision from the relevant authority.

4. In the event of access to the Merchant's Panel being blocked due to the circumstances specified in § 9 sec. 2 item a subitem ii of the GTCA, the Merchant is obliged to follow the password reset procedure as outlined by KIP.

5. KIP ceases to apply the measures described in § 9 sec. 1 and 9 sec. 2 of the GTCA upon confirming the cessation of the reasons for their application.

§ 10 KIP's and the Merchant's liability

1. KIP provides payment services based on the PSA and is responsible for the execution of Transactions in accordance with the rules and scope specified therein.

2. KIP is not a party to the agreement or legal relationships between the Payer and the Merchant, in particular, sales agreements, and therefore, it does not bear any responsibility in these regards.

   KIP is not liable to the Payer for the non-performance or improper performance of obligations by the Merchant, nor is it liable to the Merchant for the non-performance or improper performance of obligations by the Payer (such as the type of goods, their quality, grade, defects, non-receipt of goods by the Payer, etc.).

   In case of charging KIP with any kind of liability under the above title – be it compensation, contractual penalties, or other monetary and non-monetary sanctions – the Merchant agrees to release KIP from such liability.

3. KIP is not liable for delays occurring after KIP has submitted an order to the bank, nor for unfulfilled or delayed payment transactions resulting from the Merchant providing incorrect or incomplete data that hinders the execution of a bank transfer.

4. The use of the measures referred to in § 9 sec. 1 and 2 of the GTCA should not be construed as a manifestation of KIP's negligence. KIP's liability towards the Merchant for the consequences of using these measures, especially any kind of liability for damages, is excluded.
5. The Merchant and KIP are not liable for damage resulting from Force Majeure.
6. KIP is not liable for damages resulting from the loss or modification of KIP's permits or other permissions necessary for the execution of the Framework Agreement, as well as the refusal to issue such permits or permissions by the relevant authorities to KIP.
7. KIP's liability is limited to actual losses.
8. KIP shall not be liable for damages resulting from irregularities caused by the improper functioning or omission of the Intermediary Institution, in particular due to the failure of the Intermediary Institution to transfer funds to KIP within the proper deadline and/or in the correct amount.
9. With respect to installment payment methods, in the event of non-performance or improper performance of the contract concluded between the Merchant and the Payer regarding the purchase of goods or services in whole or in part, as well as in the event of the Payer's withdrawal from the credit agreement, the Merchant undertakes to promptly refund to KIP the amount of payment for the unfulfilled service.
10. To secure the performance obligations of the Merchant in connection with the Agreement and the payment services provided by KIP to the Merchant, including securing the performance of the obligation referred to in section 9 above, KIP may require the Merchant to provide collateral, and the Merchant undertakes to provide such collateral. The collateral may take, in particular, the form of withholding the possibility to withdraw funds derived from Payments, a rolling reserve, a deposit, a guarantee, or a release from liability, at KIP's discretion based on risk assessment and analysis.
11. If the collateral referred to in section 10 above is established by KIP, the Merchant shall be notified electronically or by e-mail via the Merchant Panel about the activation of the collateral selected by KIP. KIP shall be entitled to set off the receivables referred to in sections 9 and 10 above against the amount of the established collateral.
12. KIP reserves the right to request a change in the form of collateralor an increase in the existing level of security. Furthermore, KIP may require that any provided collateral be supplemented or replaced at any time. The amount of collateral shall be determined by KIP and may not exceed the amount of KIP's future claims against the Merchant, including the costs of their enforcement and securing.
13. The collateral shall be provided and maintained for the duration of the Agreement. Furthermore, KIP may retain the amount of the collateral for a period not exceeding 150 days after the termination of the Agreement. If the amount of the collateral is insufficient to cover the Merchant's liabilities towards KIP after the termination of the Agreement, the Merchant shall be obliged to pay the outstanding amounts to KIP within 14 days from the date of receipt of the payment request.

§ 11 Complaints

1. Complaints regarding the execution of Transactions and the operation of the Tpay Website are handled by KIP.

2. The Merchant is not liable to the Payer for non-execution or incorrectly executed Payments in Tpay unless it resulted from the actions or omissions of the Merchant.

   The Merchant forwards all complaints received from Payers to KIP.

3. The Merchant may submit or transfer complaints received from Payers:
   - in written form, including by postal mail to the KIP's address,
   - in electronic form using the contact form located at: https://tpay.com/kontakt/formularz-kontaktowy,
   - to the e-mail address: kontakt@tpay.com.
   - through the Merchant Panel.

4. In the complaint submission, the Merchant should include:
   - the reason for the complaint,
   - submitter's e-mail address,
   - Transaction ID,
   - Transaction amount,
   - full name of the owner of the bank account or payment card (depending on the payment method),
   - Transaction date,
   - the name of the bank running the account to which the payment was directed;

   unless it does not know some of the information listed above.

   KIP may request additional documents or information.

5. KIP confirms the receipt of the complaint via an automated message, including the complaint number. The Merchant should keep this number for further correspondence.

6. KIP undertakes to fully handle complaints and provide a response no later than within 15 (fifteen) business days from receiving the complaint. The response to the complaint is provided in writing, either in paper form or electronically to the Merchant's e-mail address.

   If the complaint was submitted electronically, the response shall be provided electronically, unless the Merchant requests that the response be delivered in writing in paper form.

   If the complaint was submitted in paper form, the response shall be provided in paper form, unless the Merchant requests that the response be provided electronically to the e-mail address indicated by the Merchant.

   If the complaint was submitted verbally, the response shall be provided in paper or electronic form, in accordance with the Merchant's preference expressed at the time of submitting the complaint.

7. In particularly complicated cases that make it impossible to consider the complaint and respond within the timeframe referred to in § 11 sec.6 of the GTCA, KIP:
   a. explains the reason for the delay,
   b. indicates the circumstances that need to be established in order to process the case,
   c. specifies the expected timeframe for processing the complaint and providing a response, not exceeding 35 (thirty-five) working days from the date of receipt of the complaint.

8. KIP allows for the submission of complaints by an authorized representative with powers granted in ordinary written form, unless there are specific circumstances indicating the need for a different special form.
9. The deadline for the Merchant to report complaints is 30 days from the date of the incident. However, submitting a complaint immediately upon the Merchant's discovery of objections will facilitate and expedite its review by the Company.
10. The Merchant is obligated to promptly notify the Company of unauthorized, unexecuted, or improperly executed payment transactions using the contact form available in the Merchant's Panel.
11. If the Merchant does not notify KIP of unauthorized, unexecuted, or improperly executed payment transactions (§ 11 sec. 10 of the GTCA) within 30 days from the date of the unauthorized or improperly executed Transaction or from the date the Transaction was supposed to be executed, claims against the Company due to unauthorized, unexecuted, or improperly executed payment transactions expire.
12. KIP may independently challenge the Payment if it identifies the grounds for the Payer to submit a complaint regarding the Payment. This right expires within 13 months from the date of the Payment.
13. The Merchant may be required to bear, based on an invoice issued by KIP, necessary and documented costs associated with handling complaints carried out on behalf of and for the Merchant, paid by KIP.

§ 11a Provisions concerning Merchants to whom consumer regulations apply

1. The provisions of this paragraph apply **exclusively to Merchants:**
   - **who are natural persons conducting business activities, for whom the Framework Agreement does not have a professional character**, arising in particular from the nature of their business activity, made available on the basis of the provisions on the Central Register and Information on Economic Activity, and
   - with whom the Framework Agreement was concluded no earlier than January 1, 2021.
2. In the case of Merchants specified in § 11a sec. 1 of the GTCA, the following are excluded:
   a. § 8 sec. 4. sent. 2 of the GTCA,
   b. § 10 sec.: 2 sent. 2, 4, 6, 7 of the GTCA,
   c. § 11 sec.: 9, 11, 13 of the GTCA,
   d. § 12 sec.: 1, 4, 6, 10 (in terms of Articles 35-37 and Articles 144-146 of the PSA and the second sentence), 13 of the GTCA.
3. The current version of the GTCA is available at: https://tpay.com/dla-biznesu/do-pobrania. KIP is authorized to unilaterally change the content of the GTCA in the following cases:
   a. changes in legal regulations affecting the content of the GTCA,
   b. organizational changes,
   c. technical changes within Tpay (the Website),
   d. for security or privacy protection reasons,

e. language or editorial changes,

f. changes in the scope of services provided by KIP,

g. changes in the fees and commissions specified in § 8 of the GTCA.

KIP will inform the Merchant of the proposed changes in the Merchant's Panel no later than 14 days before the proposed date of their implementation.

If the Merchant does not accept the introduced changes, they have the option to terminate the Agreement with immediate effect from the date of posting the information in the Merchant's Panel.

If the Merchant does not raise objections to such changes before the proposed effective date, it is considered that they have agreed to them.

If the Merchant rejects these changes, they have the right to terminate the Framework Agreement free of charge and with effect from any date up to the day on which the said changes would have been applied.

4. Transferring rights and obligations of KIP or the Merchant to third parties without the prior written consent of the other party is prohibited (assignment is prohibited).

5. If the Merchant does not notify KIP of unauthorized, unexecuted, or improperly executed payment transactions (§ 11 sec. 10 of the GTCA) within 13 months from the date of the unauthorized or improperly executed Transaction or from the date the Transaction was supposed to be executed, claims against the Company due to unauthorized, unexecuted, or improperly executed payment transactions expire.

6. The contract is concluded for an indefinite period of time.

Each party has the right to terminate the Agreement with notice, taking effect at the end of the month. The notice period for the Merchant is one month, while for KIP, it is two months.

To terminate the Agreement, a declaration must be submitted by e-mail, postal or courier service or using the contact form available in the Merchant Panel.

At the same time, KIP has the right to terminate the Agreement for the following important reasons:

a. the Merchant has stopped making payments for the use of the Website,

b. the Merchant does not generate the turnover from Transactions declared at the conclusion of the Agreement in any form or after its conclusion,

c. circumstances have arisen on the basis of which KIP has lost the ability to provide services to the Merchant,

d. KIP being unable to perform its obligations under the application of financial security measures specified in AML regulations,

e. the product or service has been withdrawn from KIP's offerings, the functionality of the product or service has changed, making it impossible to continue the Agreement under the existing terms and conditions,

f. there have been significant changes in market conditions that could not have been foreseen and that would threaten KIP with loss and/or excessive costs,

g. resulting from legal acts in force in the Polish legal order.

h. the Merchant's failure to log in the Merchant Panel and/or failure to execute Transactions through the Portal within two years from the date of the last disbursement of funds originating from Payments.

§ 11b Provisions concerning the evaluation of cooperation

1. KIP reserves the right to take actions related to the evaluation of the performance of the Agreement by KIP and the Merchant, as well as to collect feedback from Merchants regarding the services provided, particularly concerning satisfaction with the cooperation, quality of services, possibilities for their improvement, and identification of the Merchants' business needs.
2. KIP shall conduct the evaluation and collect feedback in the form of telephone interviews, as well as surveys or studies made available to the Merchant electronically.
3. Participation in the evaluation and feedback process is voluntary. The Merchant has the right to decline participation in the survey or interview without any negative consequences for the continuation of cooperation with KIP.
4. KIP ensures that any data collected during the evaluation shall be treated as confidential. Unless the Merchant explicitly consents, its individual data and opinions will not be disclosed. In the event of publishing the results, they will be presented in an aggregated and anonymized form to prevent the identification of individual Merchants.
5. KIP is entitled to use the collected data, opinions, and suggestions for the purpose of improving its services, developing new products, creating marketing strategies, as well as for other business purposes that do not violate the rights and interests of the Merchants.
6. As part of the evaluation and feedback process, the Merchant undertakes to provide information that is truthful and accurate. Any suggestions, ideas, or other content submitted by the Merchant during the evaluation and feedback process may be used by KIP without additional compensation, unless otherwise agreed in writing by the parties.

§ 12 Final provisions

1. The Agreement is concluded for an indefinite period of time. Each party has the right to terminate the Agreement with notice, with the Merchant's notice period being one month and KIP's notice period being two months. Notice can be given via email, postal mail, courier, or by using the contact form available in the Merchant's Panel.
2. KIP can suspend the provision of services to the Merchant or terminate the Agreement with immediate effect in the following situations:
   a. application of measures as described in § 9 sec. 1 or 2 of the GTCA,
   b. when KIP, based on an assessment, identifies a high risk associated with executing Transactions for the Merchant,
   c. when KIP learns that the Merchant has ceased or is failing to meet its due obligations, especially in the case of:
      - bankruptcy,

- suspension of business operations, cessation of business activities, or liquidation and/or dissolution of the entity,

d. when the Merchant fails to provide the required information or submit documents that they are obligated to present to KIP,

e. when discrepancies between the bank details and the information provided during registration in Tpay, as well as the details from the submitted documents, as described in § 3 sec. 6 of the GTCA, are not clarified or rectified,

f. negative results in the verification process, as described in § 3 sec. 8 of the GTCA,

g. breach of the GTCA provisions by the Merchant, despite a written or electronic request from KIP to cease such breaches,

h. failure to complete the verification process within a year from the registration date in Tpay, which occurred before March 23, 2021, due to the Merchant's actions,

i. KIP being unable to perform its obligations under the application of financial security measures specified in AML regulations,

j. the Merchant's failure to log in to the Merchant's Panel and/or the absence of Transaction execution in the Portal for a period of two years from the last withdrawal of funds from Payments.

3. The rules for the execution of Transactions, including the scope of required information, determination of the manner and procedure for granting consent to execute a payment transaction and withdrawal of such consent, as well as revocation of a payment order are contained in the Payment Execution Regulations.

4. The current version of the GTCA is available at: https://tpay.com/dla-biznesu/do-pobrania. KIP is authorized to unilaterally amend the contents of the GTCA. In such a situation, KIP will inform the Merchant of the proposed changes in the Merchant's Panel no later than 14 days before the proposed date of their implementation.

If the Merchant does not accept the introduced changes, they have the option to terminate the Agreement with immediate effect from the date of posting the information in the Merchant's Panel.

If the Merchant does not raise objections to such changes before the proposed effective date, it is considered that they have agreed to them.

If the Merchant rejects these changes, they have the right to terminate the Framework Agreement free of charge and with effect from any date up to the day on which the said changes would have been applied.

5. Changes in currency exchange rates may be applied immediately and without prior notice.

6. It is prohibited to transfer the rights and obligations of the Merchant to third parties without the prior written consent of KIP (no assignment).

7. The parties mutually declare that the information acquired during the cooperation regarding their activities, finances, information, technical specifications, and actions performed shall be treated as confidential information. This information shall not be disclosed to institutions or individuals who are not statutorily authorized to access it during the term of the Agreement as well as for a period of 3 years after its termination.

8. All legal relations arising from the GTCA are subject to Polish law, and the Agreement and actions resulting from it are conducted in the Polish language.

9. The provisions of Article 66^1 § 1-3 of the Civil Code do not apply to the Framework Agreement and the GTCA.

10. The entire Chapter II (except for Article 32a) and Articles 34, 35-37, 40 sec. 3 and 4, 45, 46 sec. 2-5, 47, 48, 51, 144-146 of the PSA do not apply to the Framework Agreement and the GTCA. The deadline set forth in Article 44 sec. 2 of the PSA is replaced by the deadlines set forth in §11 sec. 9 and 11 of the GTCA.

    To the extent excluded, the relevant provisions of the GTCA shall apply.

11. During the term of the Agreement, the Merchant shall have the right to request at any time that the provisions of the Agreement be made available to them in paper form or on another durable medium, and with their consent expressed in any form – also by e-mail.

12. The address details of KIP provided in the GTCA are the current details for contacting KIP. Contact is possible by phone, e-mail and traditional mail.

    A change in the address details of KIP does not constitute a change in the content of the GTCA as defined in the GTCA.

13. For any disputes arising from legal relations between the parties, as well as in the case of termination, dissolution, withdrawal, annulment, or declaration of the Agreement as non-existent, the competent court is exclusively the one with jurisdiction over the registered office of the Company.

14. The Merchant may file a complaint with the Polish Financial Supervision Authority if the actions of the Company violate legal regulations.

15. The GTCA are effective fromMarch 24, 2026, for Merchants with whom the Framework Agreement was concluded no earlier thanMarch 24, 2026. For other Merchants, the GTCA is effective as from April 8, 2026.

16. The Appendixes constitute an integral part of the GTCA and are published at: https://tpay.com/dla-biznesu/do-pobrania:

    a. Appendix no. 1 – List of goods and services for which accepting payments through the Website is prohibited

    b. Appendix no. 2 – Standard Contractual Clauses.

    c. Appendix no. 3 – Additional Terms and Conditions for the Acceptance of Card Payments.

    d. Appendix no. 4 – Additional Terms and Conditions for the TpayGO service.