



**Dotpay**

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## DOTPAY SERVICE PAYMENT REGULATIONS



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## DEFINITIONS

**Dotpay** – a company under Dotpay S.A. with its headquarter in Kraków at Wielicka 72, 30-552 Kraków, Poland, NIP (Tax Identity Number) 6342661860, REGON 240770255, entered the National Court Register under the number 0000296790, carried out by the District Court Kraków-Śródmieście in Kraków, XI Commercial Department of the National Court Register with the share capital of PLN 4.000.000,00 and the share capital fully paid up of PLN 4.000.000,00 being a billing agent, as understood by the regulations on electronic payment instruments, The Regulation of Electronic Money Issuers of the 12<sup>th</sup> September 2002 approved by the President of the National Polish Bank of 29<sup>th</sup> September under the number 3/2008. The activities offered by Dotpay are not banking activities.

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**Payment** – money contribution to the Seller by a Buyer through Dotpay and the Service (wire transfer, postal order, voucher, credit card or other payment channel available at Dotpay) in the performance of the obligation between a Buyer and a Seller.

**Service** – Internet service run by Dotpay, in which a Buyer can make a payment.

**Buyer** – a person who pays to the Seller through Dotpay service.

**Shop** – web sites served by the Seller's soft, where a buyer may purchase goods or services offered by the Seller.

**Seller** – an individual, a legal person, an organizational unit without a legal personality but with a legal capacity offering goods or services which offers money contribution of the Buyer to the Seller through Dotpay service.

**Transaction** – an individual selling agreement signed in the Shop on account of which the Payment is done.

**Intermediate institution** – an institution thanks to which a Buyer transmits the money to Dotpay service in order to make a payment to the Seller, a bank, a credit institution, a billing agent other than Dotpay, a party running a payment system, electronic money institution, financial institution providing money transmitting services, a post office operator or a telecommunication operator.

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## **§1 PAYMENT RULES**

1. A Buyer is willing to pay to the Seller through Dotpay by choosing in the Shop "Dotpay".
2. A Seller after redirection to the service website chooses a payment channel available at the Service. Page | 4
3. Depending on the payment channel after having made a correct payment an Institution transmits the money to Dotpay in order to pay to the Seller for the purchased goods or services. After the payment verification in the intermediate Institution Dotpay transmits a payment confirmation to the Seller. The Seller transmits the purchased goods or services to the Buyer or performs other activities resulting from the agreement between a Seller and a Buyer.
4. The payment is executed as per the trading agreement between a Seller and a Buyer and the agreement between a Buyer and an intermediate Institution. Money transfer to the Seller is executed as per an agreement between Dotpay service and a Seller.
5. The payment done by a Buyer through Dotpay cannot be annulled.
6. Any payments are verified on the basis of a Transaction number generated by the Service.
7. In case of providing incorrect data by the Buyer, Dotpay uses best efforts to verify the transaction correctly and perform the payment order.
8. In case of providing incorrect data necessary to make a payment the Service prevents from transmitting a payment to the Seller and will attempt to contact the Seller and/or with a Buyer to agree on further actions. In case of lack of agreement the funds will be refunded to the Buyer. The Service will do all best to agree on further action and to correct payment execution.

## **§2 PAYMENT AVAILABILITY**

1. The payment service is available to a Buyer having a full legal capacity.
2. An agreement between a Buyer and a Seller, a Buyer and an intermediate Institution and between Dotpay and a Seller is essential to use Dotpay service.

## **§3 IMPROPER PAYMENT USAGE**

1. The Service cannot be used for accepting payments for goods or services which infringe the law and the rights of the third party.
2. The Service cannot be used to infringe the law or the rules of honest trading.

3. The service does not accept payments via invalid payment instruments or reserved, which do not belong to the Buyer (stolen or copied) or from a Buyer who does not possess the full payment instrument evidence.
4. Each event infringing the statutory rights may be disclosed by Dotpay to proper prosecuting authorities and to a proper intermediate Institution. Moreover, each event of such a character may be registered in the misuse monitoring system which may disable payment transaction in the future.
5. If within a transaction an illegal payment instrument has been used a Buyer reports it to the issuer and prosecuting authorization according to the agreement with the intermediate Institution - an instrument issuer. A Buyer claims are specified in the agreement between a Buyer and an intermediate Institution – an instrument issuer and abiding laws.

## **§4 THE RESPONSIBILITIES OF THE SERVICE**

1. Dotpay denies any responsibility for the Seller specifically legal capacity, running business by the Seller on the day of making a payment, having all required authorization.
2. Dotpay disclaims any responsibility for goods or services offered by a Seller, shipping or any physical or legal defects. In case of non-performance or improper performance of the contract by the Seller, a Buyer makes a complaint with the accordance of the Complaint Procedure available at the Seller.
3. In case of starting a complain procedure, a complain procedure towards the intermediate Institution is started after finishing any other possible complain procedures towards the Seller, and if the procedure does not settle the issue to the Dotpay Service.
4. Dotpay is not responsible for a delay or lack of transferring tenders of the Buyer to the Seller via intermediate Institution. A Buyer can make a complaint to the intermediate Institution according to the agreement between a Buyer and an intermediate Institution and the abiding rights.
5. Dotpay is not responsible for a transfer data provided by a Buyer or its intermediate Institution through which a Buyer makes the funds at Dotpay available for the payment reasons if Dotpay does not settle an automatic transfer order.
6. Dotpay is not responsible for the third party, within the Sellers who illegally offer or use Dotpay services especially logo, brand mark, or other data which makes it possible to mislead a Buyer or obtain funds by deception or use Dotpay service at any other activities unlawful or honest trading rules.

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7. Dotpay assumes no responsibility for damages resulting from failure or system unavailability or acts of God in the Dotpay headquarters' country, a Buyer's country, an intermediate Institution's country or a Seller's country such as: strike, civil war, a blockage of entrance or exit, import or export prohibition, earthquake, floods, epidemic or other actions due to acts of nature which cannot be overcome, withdrawal or expiry of granted authorization or any authorization required for proper Payment making or rejection of granting authorization by authorization authorities.

## **§5 CLOSING POINTS**

1. Dotpay is authorized to make changes to these Regulations at any time. Any changes are published on the Service website.
2. All matters not settled herein shall be decided by the appropriate provisions of the civil law.
3. These Regulations and liabilities arising thereof are under Polish law.
4. All disputes that are not resolved in an amicable manner shall be decided by the Court of competent subject matter jurisdiction in Kraków on the Court regulations.
5. Making a payment through Dotpay constitutes Regulations acceptance.
6. The Buyer agrees to the use of their personal data by Dotpay for the purpose of making a payment in accordance with applicable Polish provisions, Act of 29.08.1997r. for the protection of personal data, Dz. U. No 133, pos. 883, as amended.