



**Dotpay**

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**DOTPAY GUARANTEE SERVICE 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 KRS 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 Bank of Poland 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 do 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.

**Regulations** – these Guarantee Service Regulations.

**Guarantee** – Payment return guarantee service for the Goods offered by the Sellers to their Buyers through Dotpay and the Service provided by Dotpay.

**Goods** – a material thing (movable thing) offered by the Seller for which a Payment is done through Dotpay and the Service.

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## §1 GENERAL REGULATIONS

1. The regulations specify the conditions of guarantee service. The Guarantee Service does not cover payments for services.

## §2 THE CONDITIONS OF GUARANTEE SERVICE

1. The service provider Dotpay is obliged to pay the Buyer the amount of money the same as the price of the sold goods, however not more than 5.000 (in writing: five thousand) PLN hereinafter the secure money) in case the Buyer fulfills the following conditions:
  - a) signed the selling contract with the Seller
  - b) signed the Guarantee service contract with the Service Provider Dotpay
  - c) paid for bought goods via Dotpay service (transactions outside Dotpay are not included in Guarantee service)
  - d) within 14 calendar days from the date of paying has complained to the Service Provider Dotpay
  - e) the complain has been accepted by the Service Provider Dotpay i.e. the conditions written in § 3 of Guarantee Service Regulations have been accepted.
2. The cost of Guarantee service is 8% from the goods PLN 10-PLN 100, 5% from the goods PLN 100,01-PLN 500, 4% PLN 500,01-PLN 1000 or 3% from the goods worth more than PLN 1000,01 ordered by the Buyer on the basis of the contract between the Buyer and the Seller. The Buyer pays for the Guarantee service at the same time as paying for goods through Dotpay service.
3. The minimal worth of the goods for which Guarantee service can be bought is PLN 10 (in writing: ten PLN).

## §3 COMPLAINING

1. The Buyer is entitled to complain in order to receive the secure money if because of the Seller the goods have not been delivered to the Buyer.
2. The complain form should be filled in at <http://www.dotpay.pl/gwarancja>. The complain ought to include:
  - a) the full name or the company's name and the Buyer's address
  - b) the goods marking
  - c) reason for complaining
  - d) the transaction number in Dotpay
  - e) the number of bought guarantee.

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3. The Service Provider Dotpay immediately after receiving the Complain contacts the Seller in order to confirm the correct transaction especially giving proof of delivering goods to the Buyer. In case of not receiving the confirmation from the Seller of correct transaction making within 14 calendar days, the complain will be taken into consideration. The Service Provider accepts the complain and annuls the Seller's transaction.
  4. The Service Provider Dotpay is not obliged to pay the Buyer the amount of secure money in the case:
    - a) the Buyer infringes the rules of Guarantee Service Regulations,
    - b) the Buyer made and sent the complain in bad faith
    - c) the Buyer provided incorrect or incomplete personal details
    - d) the Buyer did not inform the Seller about the contact date change which in consequence led to sending the goods at incorrect address
    - e) the transaction was done by the Buyer beyond the Dotpay service
    - f) the Buyer used the right of withdrawing
    - g) the circumstances of not delivering or incorrect delivering the goods to the Buyer are as of an act of God
    - h) the goods were destroyed or lost while being transported due to a driver.
  5. The Service Provider reserves the right to deny paying to the Buyer the amount of secure money in case of any attempts of fraud the secure money or any other attempt of getting undue money from the Service Provider Dotpay.

## **§4 CLOSING POINTS**

1. The service Provider Dotpay has a right to make changes in Guarantee Service Regulations at any time. The changes are published on Internet web pages.
2. All matters not settled herein shall be decided by the appropriate provisions of the civil law.
3. Service Guarantee 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, Poland on the Court regulations.
5. Using the guarantee service constitutes Regulations acceptance.
6. The Buyer agrees to the use of their personal data by Dotpay for the purpose of conducting a Guarantee process payments 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.
7. Guarantee Service Regulations are valid from the 6<sup>th</sup> May 2009.