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RULES OF PROCEDURE

OF HANDLING PAYMENTS MADE BY ELECTRONIC MEANS



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Chapter 1. General provisions

§ 1.

1. The Rules of Procedure of handling payments made by electronic means, hereinafter referred to as the “**Rules of Procedure**”, specify the terms and conditions of providing Services by Planet Pay to the Buyer with regard to handling payments made by electronic means, through the Website, with the use of Payment Instruments with respect to Transactions concluded between the Buyer and the Merchant in the Merchant’s Online Store.
2. As part of handling payments made by electronic means, Planet Pay provides to the Buyer the Services being a service provided by electronic means within the meaning of the Act of 18 July 2002 on providing services by electronic means (consolidated text, Journal of Laws of 2020, item 344).
3. Should the Buyer submit a payment order, the execution of a payment transaction or a potential refusal to execute it shall take place according to the rules specified in an agreement between the Buyer and the issuer of a payment instrument used by the Buyer, while the Merchant receives the amount of the executed payment transaction from Planet Pay under a payment service agreement concluded between the Merchant and Planet Pay.
4. Planet Pay is authorised to operate as a national payment institution - it has been entered into the register of payment service providers kept by the Polish Financial Supervision Authority (hereinafter “**PFSA**”) under the number IP31/2015.
5. Planet Pay is a settlement agent, i.e. the provider of the payment service referred to in Article 3(1)(5) of the Act of 19 August 2011 on payment services (consolidated text Journal of Laws of 2021, item 1907), which is provided to the Merchant based on an agreement concluded with it.
The Service Provider shall provide the services by electronic means in accordance with the Rules of Procedure.
6. Using the Services is equivalent to having read and accepted the contents of the Rules of Procedure.
7. In order to use the Services, it is required to have a device with Internet access, a web browser allowing to browse websites and an email account. It is recommended to use the most current version of one of the following browsers: Microsoft Edge, Mozilla Firefox, Safari, Google Chrome, with cookies enabled.

The Service Provider shall provide the Service Recipient with the Rules of Procedure prior to the conclusion of the Agreement and - upon its request - also in electronic form allowing to acquire, save and reproduce the content of these Rules by means of an ICT system used by the Service Recipient, by publishing the Rules of Procedure on the Planet Pay’s website at: https://planetpay.pl/dokumenty/platnosci-online/RULES_OF_PROCEDURE.pdf

§ 2.

Definitions

The terms used in the Rules of Procedure shall have the following meanings:

- 1) **Merchant** – a recipient other than a consumer which has concluded a payment service agreement with Planet Pay acting as a settlement agent;
- 2) **Business day** - a day from Monday to Friday, excluding holidays in Poland, where Planet Pay pursues its activity;
- 3) **Payment Instrument** - an individualised device or a set of procedures agreed by the user and the provider, used by its holder to submit a payment order and accepted under the agreement between Planet Pay and the Merchant, in particular a payment card;



- 4) **Buyer/Service Recipient** – a natural person, a legal entity, a non-corporate entity, which is granted a legal capacity by the Act, using the Services;
- 5) **Planet Pay/Service Provider** - Planet Pay spółka z ograniczoną odpowiedzialnością with its registered office in Warsaw, ul. Jutrzenki 139, 02-231 Warsaw, entered in the Register of Entrepreneurs of the National Court Register under number 0000427567, whose documentation is kept by the District Court for the Capital City of Warsaw, 14th Commercial Division of the National Court Register, NIP 6793083313, REGON 122603652, share capital of PLN 9.676.750,00;
- 6) **Payment** - a payment made by the Buyer for a Transaction to the Merchant, through the Planet Pay's Website;
- 7) **Complaint** - a request addressed to Planet Pay by the Buyer, in which the Buyer makes reservations about the services provided by Planet Pay by electronic means;
- 8) **Website** - an online portal maintained by Planet Pay, which allows the Merchant to accept Payments in the Online Store in connection with a Transaction concluded with the Buyer;
- 9) **Online Store** - the Merchant's website or mobile app provided by the Merchant by means of which the Buyer purchases goods and services offered by the Merchant;
- 10) **Transaction** - an individual sales or service agreement concluded in the Online Store between the Buyer and the Merchant, for which the Payment is made;
- 11) **Agreement** – an agreement between the Buyer and Planet Pay concluded pursuant to the Rules of Procedure and including the provision of services by Planet Pay by electronic means;
- 12) **Service(s)** - service(s) with regard to handling the Payments made by electronic means through the Website using the Payment Instruments, specified in § 3(1) of the Rules of Procedure.
- 13) **Payment order** - a statement by the Buyer that contains an order to make the Payment.

Chapter 2. Payment execution rules

§ 3.

1. As part of the Services provided under the Rules of Procedure, Planet Pay provides the Buyer with:
 - 1) possibility to use tools to make payments to the Merchants:
 - a) by means of payment cards or electronic wallets;
 - b) using the BLIK mobile payment system.
 - 2) possibility of making Payments by means of foreign currency payment cards;
 - 3) saving the payment card information and making recurring Transactions with the use of this card.
 - 4) possibility to make Payments without the physical presence of the Buyer, in such a manner that the payment authorisation data are provided to the Merchant remotely (e.g. by phone) while the Transaction is executed by the Merchant.
2. Submitting a payment order by the Buyer is possible after the Buyer has accepted the Rules of Procedure.
3. An agreement between the Service Recipient and the Service Provider for handling payments made by electronic means shall be concluded upon the acceptance of the Rules of Procedure by the Buyer.
4. When Planet Pay receives a Payment Order, the Buyer is notified by Planet Pay of this fact through a notification to be made available to the Buyer along with the information about the Payment Order in the form of a message displayed on the Buyer's device or of a message sent to the e-mail address provided by the Buyer.
5. Planet Pay may withhold or refuse to provide the Service, should the Buyer provide incomplete or incorrect data, violate any provisions of the Rules of Procedure or the legislation, or if there are any reasonable doubts about the legality of the given Payment.
6. Planet Pay will not provide the Service if the Payment Instrument used:
 - 1) is invalid;
 - 2) has been cancelled;



- 3) has been used by an unauthorised person;
 - 4) gives rise to a reasonable suspicion that it has been used improperly, the information about which was obtained by Planet Pay from an independent source.
7. If Planet Pay fails to provide the Service and for the reasons referred to in paragraphs 5 and 6 above, the amount paid shall remain at the disposal of the Buyer.
 8. Planet Pay is not a party to the agreement between the Buyer and the Merchant. In the event of failure to perform or improper performance of the agreement by the Merchant, the Buyer has an opportunity to submit a complaint to the Merchant in accordance with the Merchant's complaint procedure.
 9. Subject to the provisions of Chapter 3(1) below, the Service Provider shall not charge the Buyer for the Services provided.

Chapter 3. Rules for the execution of Payments using foreign currency payment cards

§ 4.

1. If during the payment process Planet Pay finds that the Buyer uses a foreign currency payment card, i.e., in the currency other than PLN, the Buyer may be offered to make the Payment in the currency of the Buyer's card by converting the currency of the Transaction executed by the Buyer from PLN to the currency of the Buyer's payment card. Before initiating a payment transaction, the Buyer receives from Planet Pay the information about the charges, as well as the exchange rate to be used to convert the currency of the payment transaction. Processing of the information about the currency of the payment card by Planet Pay is necessary to provide the Service.
2. The Buyer using a foreign currency payment card may execute Transactions in PLN. When making Payments according to the rules defined in the preceding sentence, the rules for determining the exchange rate to be used to convert the currency of the payment transaction and any potential charges to be incurred by the Buyer in connection with the conversion result from the conditions presented by the issuer of the Buyer's payment card and accepted by the Buyer.

Chapter 4. Recurring card payment - recurring transactions

§ 5.

1. When the Merchant offers making payments for services or products by means of recurring transactions, Planet Pay makes it possible for Buyers to use the tools to implement a recurring card payment, i.e. an active payment (debit or credit) card is charged with an amount constituting the payment for the goods or services:
 - 1) in accordance with the rules communicated to the Buyer in the Rules of Procedure regarding the provision of the service by the Merchant;
 - 2) after the Buyer has given its consent, prior to making the first payment, to deduct a specified amount of the Transaction, at a specified frequency and within a defined period of time;
 - 3) by making charges in the amount accepted by the Buyer and determined by the Merchant's pricing policy (in the fixed or variable amount in the case of periods providing for promotional prices, special pricing offers for new clients, etc.);
 - 4) after completing the card details, agreeing to save them for the purposes of making recurring payments and clicking the "Pay" button. This information is necessary to provide the Service. Card details are saved when the Buyer clicks the "Pay" button;
 - 5) after the first transaction has been authorised by the holder of the payment instrument, using Strong Authentication.
2. At any time, the holder of the Payment Instrument shall have the right to withdraw its consent to the execution of the Transaction. The rules for exercising the right of withdrawal of consent, referred to in the preceding sentence, shall be laid down in the procedure made available by the Merchant.



Chapter 5. Saving payment card details

§ 7.

1. During the process of Payment in the Online Store, the Buyer, when selecting the payment card as a payment method, has an option to save the details of the card it holds.
2. By saving the card details, the Buyer is given an option to make Transactions for the Merchant by the payment card without having to enter all the details of the credit card from time to time.
3. To save the card details properly, the Buyer must:
 - 1) have a user account in the Merchant's Online Store where the Payment is executed;
 - 2) provide the following information: The 16-digit payment card number, the expiry date of the payment card, CVV2/CVC2 code - provision of the details is necessary for the Service to be provided;
 - 3) give consent to the use of the card for the purposes of future transactions which takes place by saving the payment card;
 - 4) accept the provisions of the Rules of Procedure.
4. Once the conditions referred to in paragraph 3 above have been met, the encrypted data will be saved in the user's Online Store account and may be used for subsequent Payments.
5. The Buyer can save five payment cards in the user account.
6. The Buyer can remove the saved card details from the user's Online Store account at any time by following the rules applicable in the given Online Store.

Chapter 6. Buyer's obligations

§ 6.

1. When the Buyer chooses to use the Services in connection with the execution of payments by electronic means, it is obliged to:
 - 1) provide information that will allow for the proper implementation of a transaction;
 - 2) comply with the provisions of the Rules of Procedure and the legislation;
 - 3) use true, up-to-date and non-misleading data;
 - 4) refrain from any activities which may impede or disrupt the functioning of the service and from using the service in a manner contrary to its purpose or burdensome for other Buyers, as well as from providing illegal content;

Chapter 7. Complaints

§ 8.

1. If any unauthorised, unexecuted or unduly executed payment transactions are found, the Buyer shall submit a complaint to the issuer of the payment card which the Buyer used to execute the transaction.
2. In the event of the improper functioning of the Website or problems in providing the Services other than those indicated in paragraph 1 above, the Buyer may submit a Complaint to Planet Pay according to the rules set out in this paragraph.
3. The Complaint may be submitted to Planet Pay in the following forms:
 - 1) electronic - using the contact form available at <https://planetpay.pl/kontakt>;
 - 2) written - in person at the Planet Pay registered office or by post to: Planet Pay sp. z o.o. Zespół Obsługi Reklamacji, Szosa Zambrowska 100, 18-400 Łomża;
 - 3) verbal - by phone at the Client Service Office or in person at the Planet Pay registered office.
4. The Complaint submitted by the Buyer should include:
 - 1) name, surname and e-mail address of the Buyer;



- 2) transaction number (optionally, order number);
 - 3) subject of the complaint - the description of the event
 - 4) date, amount and place of execution of the Transaction (if applicable);
 - 5) expected form of receipt of the answer - on a durable medium (paper form - letter, e-mail);
 - 6) correspondence address.
5. Planet Pay shall process the complaint, providing an answer without undue delay, no later than 30 days after receipt of the complaint. In particularly complex cases, this time limit may be extended to 60 days, and Planet Pay will inform the Buyer about it before the basic time limit for providing the answer expires. If Planet Pay fails to provide an answer within the time limit referred to in the previous sentence, the complaint shall be deemed to have been processed according to the Buyer's request.
6. After processing the complaint, Planet Pay shall notify the Buyer of the outcome of the complaint procedure carried out. The answer to the complaint will be submitted in paper form - by letter, to the correspondence address provided by the Buyer in the complaint. Upon express request of the Buyer, the answer to the complaint may be submitted by e-mail in the form of a document attached to the body of the e-mail, sent to the e-mail address provided by the Buyer in the complaint.
7. The Buyer being a natural person shall have an opportunity to apply to the Financial Ombudsman, President of the Office for Competition and Consumer Protection for considering the case or to apply for an out-of-court resolution of a dispute before the Financial Ombudsman (www.rf.gov.pl) pursuant to the Act of 5 August 2015 on complaints handling procedure by financial service providers and the Financial Ombudsman (consolidated text, Journal of Laws of 2022, item 187).
8. Notwithstanding the exhaustion of the complaint procedure, the Buyer may bring an action before a competent general court or assert its rights by means of any other legal procedure. The lapse of the time limit to submit the complaint does not mean the impossibility for the Buyer to raise claims against Planet Pay, including enforcement of claims.

Chapter 8. Processing of personal data.

§ 9.

1. Planet Pay is the controller of the personal information of the Service Recipients and persons acting on behalf of or for the Service Recipient.
2. Planet Pay is an entity operating under the applicable legislation and attaching great importance to the protection of personal data. Planet Pay shall take all reasonable measures to handle payments by electronic means in a manner consistent with the provisions of applicable law, in particular 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", and it shall also make every effort to ensure that the processing process is transparent and comprehensible to data subjects. In view of the above, Planet Pay publishes, at the public address: https://planetpay.pl/dokumenty/platnosci-online/INFORMATION_ON_THE_RULES_FOR_THE_PROCESSING_OF_PERSONAL_DATA.pdf, the document entitled "Information on the rules for processing of personal data", which sets out the rules for the processing of the Buyer's personal data and the rights held by the Buyer as a result of the processing of its personal data.

Chapter 9. Final provisions

§ 10.

1. The Rules of Procedure are available on the Planet Pay's website at: https://planetpay.pl/dokumenty/platnosci-online/RULES_OF_PROCEDURE.pdf
2. To matters not regulated by these Rules of Procedures, the generally applicable legislation shall apply.



3. The Rules of Procedure shall be governed by Polish law.
4. Any disputes arising out of the execution of the obligations and powers related to the provision of the Service shall be settled by a common court, the jurisdiction of which will be determined in accordance with the provisions of the Civil Procedure Code.
5. Planet Pay reserves the right to revise the Rules of Procedure for the following important reasons:
 - 1) amendments to the legislation;
 - 2) changes related to the higher safety requirements;
 - 3) significant changes in the functioning of the Service due to technological progress;
 - 4) execution of a judgment or administrative decision against Planet Pay.
6. The revisions to the Rules of Procedure will not deteriorate the legal situation of the Buyer. The revised Rules of Procedure or revisions to the Rules of Procedure will become effective after being published on the Planet Pay's website.
7. The Rules of Procedure shall enter into force on 25.08.2022.