



Regulations
(Consolidated text of Regulations, October 14, 2009)

GENERAL INFORMATION

§1

Dotpay is a payment agency service, run by a service provider as a part of Dotpay.eu Ltd., with its business seat in London, (SW1V 1BZ London, UK), 95 Wilton Road, Suite 3, registered in Companies House, under no. 5898623, having Corporate Tax identification number ID 5717 3267827 436A. The regulations specify the rules for providing electronic services. The Service Provider provides services pursuant to those regulations.

§2

The activities offered by Dotpay are not banking activities. The Service Provider does not act as an acquirer as understood by the regulations on electronic payment instruments (Financial Service Authority, The Regulation of Electronic Money Issuers, 13.02.2002). The Service Provider is registered in HM Customs and Excise and provides services under Money Service Business (money transfer).

§3

Dotpay service may only be used by natural persons with full capacity to undertake legal actions, legal or natural person being a sole traders, and also organisational unit conducting business activities without legal personality.

REGULATIONS

§4

It is forbidden to use Dotpay services to send payment for goods or services that are not in full accordance with the law, infringe on the ownership of a third person or are forbidden to be traded in the territory of the European Union.

§5

The Dotpay Service Provider undertakes to accept payments using the form of accepting payments available in the service, and then transfer this payment to a bank account indicated by the User in accordance with these Regulations. The Dotpay Service Provider is not a party of the contract between the User and the User's Client.

§6

Use of the Dotpay service requires registration by completing all of the required registration forms with the necessary information and acceptance of the Regulations. Registration in the Dotpay service confirms acceptance of the Regulations and commits the User and Dotpay service to fully comply with the regulations. Personal information of the Users are protected and processed in accordance with the prevailing law and Data Protection Policy.

§7

The Dotpay Service Provider is entitled to demand from the User all other information necessary to assess the risk involved in a given transaction and to register the User in the Dotpay service.

§8

The Dotpay service is a paid service. All fees and commissions listed in the Schedule of Fees, which forms an integral part of these regulations. Page | 2

§9

Transactions carried out by the Dotpay service require authorisation. Hence, every transaction is accepted by the Dotpay Service Provider by way of checking its compliance with the law, money transfer regulations, this agreement and procedures used by Dotpay Service Provider. Information regarding decisions, following the acceptance procedure is sent to the User within 24 hours from moment of posting the payment. Dotpay reserves the right to withhold information about reasons for refusing to authorize a transaction. The Users shall not have any claims towards Dotpay Service Provider for not receiving the payment, or for its later deduction if they do not present a credible confirmation of delivery of the ordered goods or service being a subject of the transaction when requested. If the deduction shall not be possible, at the written request of Dotpay Service Provider, the User shall pay the amount in subject to the Dotpay bank account within 7 days.

§10

Any matters not covered by the regulations shall be governed by the rules describing the transactions in Dotpay service included in the service instruction and technical documentation of Dotpay service.

§11

The Dotpay Service Provider undertakes to allow the User access to all technical documentation, templates of contracts and accounts, specifications, technical specifications and other documents from the Dotpay Internet sites.

§12

The User of Dotpay service undertakes to meet all payments to the benefit of the Dotpay Service Provider, fees for using the service, cost of transactions performed via Dotpay and other payments listed in the Schedule of Fees.

RIGHTS AND RESPONSIBILITIES OF THE USER

§13

Transfer of money for transactions is completed within 3 working days for sole-traders, legal persons, foundations and associations, and within 10 working days for private individuals not running business operations, from the day the money order is placed. The transaction is completed in a form of a bank transfer to the bank account given by the User. The period of time for completion of the transaction can be changed, based on individual negotiations or on the basis of individual contract between the Dotpay Service Provider and the User.

§14

The Dotpay Service Provider is not responsible for delays resulting after placement of the transfer order with the bank nor for non completion of the payment or delay in payment as a result of the User providing incorrect or incomplete information which make impossible the bank transfer. The Dotpay Service Provider is not responsible for other delays that result from situations beyond the control of Dotpay.

Page | 3

§15

If the payment date falls on a Saturday, Sunday or on a day that is not a normal working day, the payment will be made on the nearest working day after this data.

§16

The bill for the commission will be accessible for the User up till seventh day of a month for a previous month.

§17

The User has the right to submit a written complain within 14 days from the occurrence of the event that caused the complain, to the following address: Dotpay.eu Ltd., 95 Wilton Road Suite 3 SW1V 1BZ London, UK. The complain should contain: the name and surname and exact address for the person placing the complain along with an exact description and reason for the complain. The Dotpay Service Provider has 30 working days in which to respond, from the date the complain is received.

§18

The User undertakes to place the Dotpay logo at the main website of the Shop, as well as at the place of making payments in the User's service (Internet sites).

§19

It is forbidden to accept card payments for the following: prescriptions medicines, lotteries and gambling games without the required licenses and a signed agreement, arms and ammunition, tobacco products, alcohol. It is forbidden to accept payments through payment channels serviced by Moneybookers for: tobacco products, prescription medicines, drug paraphernalia (including plant seedlings and seeds), firearms, ammunition, knives, satellite and cable TV decoders, pornographic materials, lotteries and gambling games without the required licenses and a signed agreement.

THE RIGHTS AND RESPONSIBILITIES OF THE DOTPAY SERVICE PROVIDER

§20

The Dotpay Service provider reserves the right, in justified cases, to interrupt access to the electronic Dotpay service without prior notice.

§21

The Dotpay Service Provider is not responsible for any damage to the user of the Dotpay service resulting in the loss of data or the delay in receiving or sending information as a result of a lack transmission, incorrect transmission, incorrect transmission, delay of interruption in service beyond the control of the Dotpay Service Provider, particularly as the result of war, hurricane, fire, flood, earthquake, strike, legal proceedings, and veto of governmental institutions, national or international agreements, damage to all or a part of the Internet network, electricity network, reasons directly connected with the competence of the payment authorisation centre, bank systems and others that interfere with the functioning of the Dotpay service.

Page | 4

§22

The user of Dotpay represents that the regulations do not allow the free use of the names, logos, trademarks, Internet domains and URL address or any other Dotpay defining signs except the materials, logos, trademarks, Internet domains and URL address provided or approved by Dotpay, unless stated in other contracts.

§23

The Dotpay Service Provider reserves the right to use the trademarks of the User in the form of a trade logos, company names and URL addresses with the aim of defining the User as an entity that uses the service of Dotpay, including the use of these items on the Dotpay Internet site and in Dotpay advertising materials containing information about Users as entities or persons using the Dotpay services.

§24

The User and the Dotpay Service Provider mutually represent that all the information received during their co-operation regarding operations, finances, technical information, services rendered by the Dotpay Service Provider and the User shall be treated as confidential and as such shall not be given to institutions and persons without statutory authorisation to access the information for the term of the contract and also for the period of five years following the termination of the contract.

§25

The Dotpay Service Provider reserves the right to change the regulations without informing the User in writing. Current regulations for the Dotpay service are available in the Dotpay business seat and on the Internet sites of Dotpay. Following every change to the regulations the User will receive information in electronic form or in the form of a communication on the Dotpay website that will be available after log-in for the period of seven days prior to the date of change.

§26

The Dotpay Service Provider reserves the right to refuse to create an account of the User without giving an explanation.

CLOSING POINTS

§27

The Dotpay Service Provider reserves the right to instantly suspend, delete or block an account up till 180 days and then delete if the User has broken the regulations or in any other situation that constitutes a threat to Dotpay safety.

Page | 5

§28

The Dotpay User is at any time free to resign from the service of Dotpay providing the notice in a written form in person or via mail at the business seat of the Service Provider or at the address of the Customer Service Office, to be effected from the last day of the month in which Dotpay Service Provider receives the notice of resignation. In the situation where the Dotpay Service Provider has made changes to the regulations, the User retains the right to resign from the Dotpay service immediately, by informing Dotpay of this decision in writing within 14 days of the new regulations being introduced.

§29

All information in the service, the regulations and the contracts concluded with the Users under the regulations is available in Polish or English. The appropriate law is the law of the United Kingdom. The place of providing service by Dotpay is the territory of United Kingdom.

§30

All disputes that are not resolved in a amicable manner, shall be decided by the Arbitrary Court in Kraków (Poland). The Parties agree to execute the court's decision or an agreement concluded by the court.

ANNEX 1

TABLE OF CHARGES AND COMMISSIONS

- **NATURAL PERSONS RUNNING A BUSINESS ACTIVITY (SOLE TRADERS)**
- **BUSINESSES WITH LEGAL PERSONALITY**
- **INSTITUTIONS AND FOUNDATIONS**

Page | 6

Item	Payment method	Commission on transaction amount
1.	Credit cards ⁽¹⁾	2.8% ^(*)
2.	Electronic transfers, e-transfers, money orders and transfers ⁽²⁾	2.8% ^(*)
3.	Moneybookers electronic transfers	According to Annex 2
4.	PayPal payment channel	Free of charge
5.	Mobile payments (mPay)	2,9% ^(*)
6.	Ukash vouchers	7.0% ^(*)

(*) no less than 0.3 PLN

Other charges

Sending money to specified bank account	1 PLN
Account activation	10 PLN

- **NATURAL PERSONS NOT RUNNING A BUSINESS ACTIVITY**

Item	Payment method	Commission on transaction amount
1.	Payment cards ⁽¹⁾	3.9% ^(*)
2.	Electronic transfers, e-transfers, money orders and transfers ⁽²⁾	3.9% ^(*)
3.	Moneybookers electronic transfers	According to Annex 1
4.	PayPal payment channel	Free of charge
5.	Mobile payments (mPay)	3,9% ^(*)
6.	Ukash vouchers	7,0% ^(*)

(*) no less than 0.3 PLN

Other charges

Sending money to specified bank account	1 PLN
Account activation	10 PLN

(1) Visa, MasterCard, EuroCard, JCB, Diners Club, PBK Styl, Polcard payment cards whose issuing bank permits making payments online via the First Data gateway.

(2) Payment methods: mTransfer, MultiTransfer, Płać z Nordea, BPH Pay By Link, Pekao24 Przelew, Przelew24 BZWBK, Płać z Inteligo, VIA Moje Rachunki, ING Online, Przelew z BPH, Przelew bankowy, Przekaz pocztowy, Pekao24, Millenet, Deutsche Bank PBC, Kredyt Bank KB24, Inteligo PKO BP, Lukas Bank, CitiBank Handlowy, Invest Bank, BGŻ, BOŚ, Fortis Bank, Przelew z mBank, Przelew z MultiBank, Żabka Zielone Okienko, VW Bank Direct.

TABLE OF CHARGES AND COMMISSIONS

For payment methods serviced by Moneybookers gate

Item	Payment method	Commission on transaction amount
1	4 B credit cards (Spain)	2.8% ⁽¹⁾
2	CartaSi credit cards (Italy)	2.8% ⁽¹⁾
3	Euro6000 credit cards (Spain)	2.8% ⁽¹⁾
4	PostePay credit cards (Italy)	2.8% ⁽¹⁾
5	Nordea debit cards (Sweden, Finland)	2.8% ⁽³⁾
6	Carte Bleue debit cards (France)	2.8% ⁽¹⁾
7	Maestro debit cards	2.8% ⁽²⁾
8	Solo debit cards (UK)	2.8% ⁽²⁾
9	Laser debit cards (Ireland)	2.8% ⁽³⁾
10	EPS bank e-transfer (Austria)	2.8% ⁽³⁾
11.	ELV bank e-transfer (Germany)	2.8% ⁽¹⁾
12	Sofortuberweisung bank e-transfer (Germany)	2.8% ⁽¹⁾
13	GiroPay bank e-transfer (Germany)	2.8% ⁽¹⁾
14	HomePay bank e-transfer (Belgium)	2.8% ⁽³⁾
15	Ideal bank e-transfer (Holland)	2.8% ⁽²⁾
16	Entes bank e-transfer (Singapore)	2.8% ⁽⁴⁾
17	Moneybookers wallet	2.8% ⁽¹⁾
18	Making a partial or full transaction refund	10 PLN
19	Chargeback fee	100 PLN

(1) — plus 0.80 PLN per transaction

(2) – plus 2.00 PLN per transaction

(3) – plus 1.30 PLN per transaction

(4) – plus 5.00 PLN per transaction