

Appendix No. 4
to the Terms and Conditions for Carriage of Goods
Terms of payment by card for Cash on Delivery - for the Consignor

Terms of payment by card for Cash on Delivery - for the Consignor

I. Preliminary Provisions

1. Terms and conditions of payment by card for Cash on Delivery - for the Consignor (hereinafter referred to as "**Card Payment Terms**" or "**Terms**") constitute Appendix no. 4 to the Terms and Conditions of Packeta Poland sp. z o.o. based in Warsaw, ul. Postępu 14, 02-676 Warsaw, entered in the register of companies of the National Court Register kept by the Regional Court of the Capital City of Warsaw in Warsaw - 13th Commercial Division of the National Court Register under KRS No. 0000575023, NIP 8831858623, REGON 36249788500000, (hereinafter: "**Packeta**") (hereinafter: "**Terms and Conditions**").
2. These Terms and Conditions govern the commercial and legal relations between Packeta, the Consignor and the Consignee in a situation where the Consignor uses an additional service making the delivery of a Consignment conditional upon prior payment by the Consignee of a fee to which the Consignor is entitled ("**Cash on Delivery**"), limited only to cases of payment in non-cash form - thus the Consignee uses a service allowing for payment of the Cash on Delivery amount by a debit or credit card accepted by the Provider at the Place of Delivery, which is in principle the Delivery Point ("**Card Payment**").
3. Terms used in the Terms and Conditions have the meanings given to them by the Regulations, in addition, the Terms also define the following terms:
 - 1) "**Authorization**" - the process of verifying the ability to make a non-cash payment via a debit or credit card, including, in particular, checking the validity of the card and the availability of the appropriate amount required to cover the transaction on the account;
 - 2) "**Association**" - the process by which a license is granted to banks to issue payment or credit cards and process transactions using them and the effect of this process, as well as the international company granting the said license to banks (for the purposes of the VISA and MasterCard Terms and Conditions);
 - 3) "**Chargeback**" - a transaction aimed to cancel/lodge a complaint about a non-cash payment with a debit or credit card and requesting a refund under the so-called chargeback procedure, including a transaction which the Card Issuer refuses to execute or after its execution requires a refund of the transaction amount in particular because the cardholder has lodged a complaint about the payment, the payment was not subject to a positive or correct authorization or there was a problem with its processing, and which

therefore the Provider and Packeta may not pay or the payment already paid may be deducted from the account;

- 4) „**Provider**” - Global Payments sro, ID: 04235452, with registered office at V olšinách 626/80, Strašnice, 100 00 Praha 10;
 - 5) "**Card Payment**" - the service of paying the amount of the Cash on Delivery with an accepted debit or credit card, subject to clause I(2) above;
 - 6) "**E-COMMERCE transaction**" - payment for goods or services using a debit or credit card over the Internet;
 - 7) "**Card issuer**" - a bank or other institution authorized to issue payment or credit cards.
4. Terms and expressions not mentioned in these Terms shall be construed in accordance with the Provider's regulations.
 5. The Consignor agrees to comply with these Card Payment Terms and Conditions and to provide Packeta and Provider with all necessary assistance in properly clearing Consignee's transactions.
 6. By sending a Consignment in person or via the Internet through the Packeta Information System, the Consignor accepts these Card Payment Terms and Conditions and states that he/she has read their contents before concluding the Contract.
 7. Settlements by debit or credit card can only be done at the specified Pickup Points. The location of payment terminals at the Pickup Point is Packeta's decision and the selection of Pickup Points where card payment is available is at Packeta's discretion. Information about the possibility of Card Payment at individual Pickup Points can be found on the website www.packeta.pl.

II. Implementation of the subject matter of the Terms and Conditions

1. The terms and conditions of delivery of the Consignments - including transportation, delivery and collection - are set forth in the Terms and Conditions.
2. The Consignor has the right to disable the option of Card Payment for Cash on Delivery in the Information System. The exclusion of the aforementioned opportunity is effective as of the 10th (tenth) Business Day after the change is made in the Information System.
3. The Consignor is required to disable Card Payment for Cash on Delivery in the Packeta Information System in the following situations:
 - 1) where the Provider or issuing bank has applied Chargeback, particularly where the Provider has suspended settlement of a Packeta transaction or where the Provider has reasonable grounds to believe that the transaction was not conducted in accordance with the Provider's terms of service or that the transaction has been disputed by the Consignee, Card Issuer or Association;
 - 2) if the Packeta Provider has not paid or has debited the account, even for current payments, or has requested immediate payment if the transaction was carried out in accordance with the Provider's terms and conditions, but the issuing bank has not paid the Packeta transaction amount or has already debited the Provider's or Packeta's account with the amount paid;
4. The Consignor acknowledges that the Provider or bank may suspend payment for a transaction to Packeta's account for the duration of the reason for withholding

payment for the transaction, but for no longer than 190 days. In this case, Packeta fulfills its obligations to the Consignor and is obliged to inform the Consignor immediately if the Provider or bank suspends settlement or payment of the transaction.

5. The Consignor agrees to reimburse Packeta for all costs, including damages, fees and penalties, which are incurred by Packeta to the Provider or the bank in connection with the cases referred to in Section II(3)(1) and (2) above (chargeback). The above does not exclude the obligation of the Consignor to cover expenses incurred by Packeta in connection with incorrect payments (including chargeback) referred to in these Terms and Conditions and the Terms and Conditions, for which Packeta is not responsible, and which were caused by intentional or unintentional fault of the Consignor or the Consignee.
6. If the Consignee executes a transaction in a foreign currency, the amount of such transaction to be settled in CZK shall be determined on the basis of conversion in accordance with the Provider's terms and conditions, unless it is returned to the Consignor's account in the currency in which it was collected.

III. Settlements

1. The Consignor agrees to pay Packeta a fee for each transaction of providing the Packeta - Card Payment service, in the form of a fee for each Card Payment transaction made, in the amount specified in the Price List.
2. The Consignor agrees to pay Packeta any costs and losses associated with a Card Payment transaction that Provider applies to Packeta, in connection with a particular transaction, in addition to its normal costs.
3. Packeta's remuneration for providing the Packeta - Card Payment service is independent of the components of Packeta's remuneration indicated in the Terms and Conditions, Contract, or Price List.
4. The Consignor has the right to complain about a Cash on Delivery Card Payment accepted by payment by debit or credit card (concerning all possible differences / errors) within 1 (one) month after payment of the Cash on Delivery to its account.
5. In the case of Returns of the Consignments referred to in the Terms and Conditions - after payment of the Cash on Delivery Fee, the price of the Consignment will be refunded to the account assigned to the debit or credit card. Paid Cash on Delivery will be refunded to the Consignee to the account associated with the debit or credit card. The Consignor shall pay Packeta all costs and charges associated with said operations, which shall be without prejudice to Packeta's right to collect compensation for Services performed.
6. In the event that a Consignment is returned by the Consignee under the Claims Assistant service, the the Consignor shall pay all costs and fees that Provider charges in connection with such payment. In doing so, Packeta retains the right to compensation for the Service provided.

IV. Selected obligations of the Consignor

1. In the event that Packeta incurs a liability in connection with the provision of the Card Payment Service caused by: (1) chargeback procedure or (2) failure to comply with the Terms and Conditions by the Consignor - Packeta shall be entitled, without the necessity of obtaining the Consignor's prior consent, to demand payment of the

amounts in question from the Consignor and to set off the receivables in accordance with the Rules.

2. Additional fees may apply to payments made by card. A surcharge for card payment may not be charged in excess of the Consignor's costs associated with accepting payment cards as a form of payment. If the Consignor is going to charge a surcharge, then the difference in price must be visible to the Consignee before selecting the method of payment (when ordering the goods), and the Consignee must be unambiguously and clearly informed of the existence of the surcharge and its amount or method of calculation so that the Consignee is aware of this fact before selecting the form of payment (when ordering the goods).
3. There is no minimum or maximum transaction amount for Card Payments, which is without prejudice to the provisions of these Terms and Conditions, in particular the maximum value of the Consignment.

V. Complaints

1. If the Consignee or the Card Issuer objects to the transaction / raises objections to the transaction, or complains about any other irregularity of the executed transaction (e.g. incorrect transaction amount, non-delivery of goods, etc.), the Consignor is obliged within 5 (five) Business Days after submitting Packeta's or Provider's request to provide all relevant information and documents, including, but not limited to, electronic or other records of communications with Consignee and Provider regarding such transaction, including Consignor's statement, if any, regarding the transaction.
2. The complaint will be considered on the basis of the Consignor's statement and the documents sent by it. If the claim is accepted after assessing all available documents and information, Packeta is obliged to inform the Consignor of this fact. Packeta shall be entitled to proceed in accordance with the provisions of the Rules of Procedure on the subject of complaint procedure, whether directly or appropriately applied.
3. The Consignor is obliged to publish on its website or in other commercial materials used in its relations with customers / recipients the rules of complaint procedure pursuant to the generally applicable provisions of the Polish law.
4. The Consignor shall not be entitled to refuse to accept / process a claim for goods or services sold solely because of a non-cash form of payment for the goods or services, including the use of a Payment or Credit Card.
5. If the Consignor finds the Consignee's complaint justified, the Consignor shall proceed in accordance with the complaint rules published on its website.

VI. Documents

1. The Consignor is obliged to store any information or documents concerning the executed transaction (in the form of documents or in electronic form), possibly other records of the conducted correspondence and any interactions between the Consignee and the Provider - for the period of 5 (five) years, commencing on the date of execution of the transaction.
2. The Consignor shall make available to the Provider or Packeta any information or documents relating to the executed transaction upon express request, within no more than 5 (five) Business Days of receipt of the request.
3. Packeta and the Consignor acknowledge that if one of the Parties transfers personal data of third parties (e.g. Consignees) to the counterparty, the counterparty

undertakes to process the personal data in accordance with the provisions of generally applicable, valid laws, in particular in accordance with the provisions of the Act of 10.05.2018 on the protection of personal data (Dz. U. 2019, item 1781) and in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27/04/2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, repealing Directive 95/46/EC (Official Journal of the European Union No. 119, p. 1). The Processor is obliged to process personal data on the basis and within the limits of the law.

VII. Liability

1. In the event that the Consignor breaches its obligations under these Terms and Conditions in connection with an individual card transaction made with a debit or credit card, Packeta shall have the right to demand payment of a contractual penalty equal to the amount of the card transaction. The above provisions do not prejudice Packeta's right to demand payment of contractual penalties provided for in the Rules and Terms and Conditions and to assert liability for damages on general principles, up to the full amount of the damage.
2. In the event that Packeta, Provider, or the Association identifies deficiencies in the Consignor's compliance with security standards, the Consignor agrees to cooperate with the aforementioned to remedy such deficiencies within the timeframes specified by Packeta, Provider, or the Association, which timeframe shall always be sufficient to remedy the deficiencies or implement the Association's security standards. In the event that the Association or Provider imposes a penalty on Packeta due to a proven violation of security standards or further conditions that the Consignor has agreed to comply with, the Consignor agrees to pay Packeta an amount equal to the charges imposed on Packeta. Consignor agrees to pay Packeta within 20 (twenty) days after receipt of Packeta's written demand the equivalent of the penalty or other amounts previously paid by Packeta. If the Consignor fails to pay the requested amount within the prescribed time, Packeta shall be entitled to charge interest at the rate of two times the statutory interest for late payment.
3. The Consignor is aware of the risk that if acceptance of the Cash on Delivery is made in accordance with the provisions of these Terms and Conditions and the Debit or Credit Card Issuer does not pay the transaction or deducts the amount in question on some other basis, then Packeta will process the Consignor's payment with the Consignor being obligated to return the amount in question to Packeta and Packeta will be entitled, without further notice, to unilaterally offset its claims.

VIII. Validity of the Terms and Conditions

1. Termination of the Contract, which is related to these Terms of Payment for Cash on Delivery by card, does not release either Party from the obligation to settle any obligations that have arisen towards the counterparty.
2. Packeta has the right to disable the Consignee's ability to Pay by Card for Cash on Delivery. In such case, the Consignee shall pay for Cash on Delivery in cash.
3. Packeta shall be entitled to immediately terminate or suspend the Card Payment service if it determines on the part of the Consignor that the Consignor has grossly breached its obligations under the Card Payment Terms and Conditions, in particular:

- 1) if Packeta or the Provider receives information/complaint from the Consignee, which indicates that the Consignor offers preferential financial conditions (discounts, rebates) for Consignees making cash settlements;
 - 2) if Packeta or the Provider receives information/complaint from the Consignee, which indicates that the Consignor refuses to accept Card Payments for amounts below a certain level (application of minimum amounts);
 - 3) The Consignor makes a change to the online store assortment / introduces new infringing goods / services and Packeta / Provider makes it clear that it does not agree with such change;
 - 4) The Consignor will provide Packeta / Provider with false or incomplete information about the goods sold / goods supplied / services provided.
4. Packeta is entitled to withhold/cancel the Card Payment with immediate effect, in particular in the following cases:
- 1) repeated substantiated complaints of payment card transactions made through the Provider by Consignees or Card Issuers or by Associations;
 - 2) when the Provider has terminated acceptance of debit or credit cards for that Packeta Pickup Point;
 - 3) if, in Packeta's judgment, the Consignor acts in a manner contrary to generally applicable law that would damage the good name of Packeta or the Provider;
 - 4) in the event of becoming aware of bankruptcy proceedings or liquidation proceedings of the Consignor.

IX. Final provisions

1. Communications between Consignor and Packeta under these Card Payment Terms may be via email. The correct address to contact Packeta - dawid.bednarek@packeta.pl
2. Consignor is obligated to keep all information regarding Consignees' payment or credit cards confidential. This information is covered by trade secrets. The Consignor may not create a list of Consignees' debit or credit cards.
3. Packeta shall have the right to amend the provisions of these Card Payment Terms and Conditions, subject to changes in the terms and conditions set forth by Provider in connection with the provision of the Packeta - Card Payment service, if the changes in Provider's terms and conditions without amending these Terms and Conditions would disproportionately impede Provider's ability to provide the Packeta - Card Payment service. Such changes go into effect on the 11th (eleventh) calendar day from the date of publication on the Packeta's website. If the Consignor does not accept the proposed changes, it shall have the right to terminate the Contract within 7 (seven) days from the date of publication on the Packeta's website.
4. These Terms may be amended in the same manner as amendments to the terms and conditions specified by Provider.
5. Packeta is authorized to unilaterally establish special rules for categories of risky business partners (e.g. for the provision of travel services, subscriptions, SW Cash on Delivery, etc.), depending on the special rules applied by the Provider. These rules shall

become binding on the Consignor on the day following the day on which they are delivered to the Consignor or upon publication on the Packeta's website, as applicable.