

# Terms and Conditions for the use of the EspagoLink Website under the SaaS model

## § 1

### General Provisions

1. These Terms and Conditions set out the rules for the use and functioning, the rights and obligations of users, as well as the obligations and responsibilities of the service provider of the EspagoLink Website located at [espagolink.com](http://espagolink.com).
2. The EspagoLink Website is used for the generation of payment links for ordered goods or services (e-invoicing).
3. The condition for using the EspagoLink Website by the Merchant is accepting these Terms and Conditions.
4. Services are provided as part of the Website accessible via a web browser.
5. The Website remains under ownership and administration of the Website Operator.
6. All rights to the Website, including proprietary copyrights, intellectual property rights to its name, Internet domain, logotypes, belong to the Website Operator, and may be utilised only in the manner specified in and in compliance with the Terms and Conditions.
7. By using the Website, the Merchant confirms that it has read the rules and regulations for the provision of Services set out in the Terms and Conditions, that they are clear and understandable to it, and that it accepts all the provisions of the Terms and Conditions as well as any special regulations applicable to particular Services.

## § 2

### Definitions

The terms used within the content of these terms and conditions shall have the following meaning:

1. End User – Merchant's client, who makes a payment of ordered goods or services using a payment link generated by the Merchant,
2. Merchant – Website User conducting business activities, as part of which it generates and sends links for the payment of ordered goods or services,
3. Terms and Conditions – these terms and conditions for the provision of electronic services to the User,
4. Service – a service consisting in providing tools for the generation and sending by email of links for the payment of ordered goods or services,
5. Website – the EspagoLink website located at [www.espagolink.com](http://www.espagolink.com), together with subpages and subdomains that form a part thereof,
6. Website Operator, Service Provider – PSP Polska sp. z o.o. with its registered office in Poznań, ul. Kanclerska 15, KRS: 0000352235, NIP: 8992689516, REGON: 02121583300000.

## § 3

### Registration with the Service Provider's Website, conclusion of contract

1. In order to start using the Service Provider's Website, the Merchant registers with the EspagoLink Website by providing an e-mail address and password, as well as any other necessary data, including company name, Tax ID, address, payment website address, payment currency. The Merchant is obliged to provide accurate data and to refrain from sharing the account with third parties.
2. The conclusion of the Contract between the Service Provider and the Merchant takes place electronically upon creation of the Merchant account. These terms and conditions are an integral part of the Contract.

## § 4

### Merchant's data in the panel

1. After registering, the Merchant undertakes to provide the following data in the panel:

- a) related to a separate contract for acceptance of cards concluded by the Merchant:
  - i. Espago App ID,
  - ii. App password,
  - iii. Public key,
- b) related to configuration of outgoing mail, which will be used to send e-mails with payment links:
  - i. outgoing mail address,
  - ii. outgoing mail SMTP server,
  - iii. password,
  - iv. server port number,
  - v. method of authentication (plain, login, cram\_md5)
2. The Merchant undertakes to put, as a PDF (or put a link to) in the EspagoLink panel, the terms and conditions of the Merchant's service, which will be accepted by an End User before making a payment.
3. The Merchant undertakes to provide the Website Operator with a file including a private key as well as a file with an SSL certificate used in the subdomain where the End User makes payments. The Merchant authorises the Website Operator to put on the server and use it in order to enable making payments.
4. The Merchant undertakes to provide the Service Provider with a subdomain, where the End User makes payments, as well as access to e-mail with a fixed address, for the purpose of sending messages concerning transactions to the End User. The Merchant declares that it will not provide access to the subdomain, where the End User makes the payment, nor access to the e-mail, to other service providers or third parties.

## § 5

### Functioning of the Service

1. The Service consists in providing tools in the form of a Website to generate and send a URL to a payment, which the Merchant sends to the e-mail address of the End User via the Website or via Merchant's own solution.
2. Using the EspagoLink panel, the Merchant generates the payment link, either manually or automatically as agreed with the Website Operator, by entering the data, i.e. e-mail address, amount, currency, as well as additional information depending on the Merchant's business profile.
3. The Merchant sends a notification (e-mail) with payment link to the End User via the Website or via Merchant's own solution.
4. After accessing the payment link to the Service in a web browser, the End User reviews the payment details. After verifying the correctness of the payment details, the End User proceeds to the payment method selection page (if Merchant accepts additional payment methods) or to the payment card form. After filling the payment form for chosen payment method and accepting Merchant's service terms and conditions, the End User confirms the payment. Payment is processed on the basis of a separate contract concluded by the Merchant. The Service Provider does not authorise payment transactions as part of the provision of this Service.
5. The Merchant checks the status of the transaction in the EspagoLink panel. When a transaction is executed correctly, its status changes to "executed". Pending transactions are marked as "waiting". Declined transactions have the status "rejected".
6. A detailed description of the service can be found on the Website, under the "Help" page.

## § 6

### Technical conditions

1. The Operator stipulates that the use of the Website requires compliance with the both following technical conditions:
  - a) an operating system from the Windows, Linux, OSX, Android or iOS family in a version supported by the developer, running a graphical environment,
  - b) a browser in a current stable and supported version, in graphical mode, with JavaScript enabled and

supporting CORS queries, from the following families: Chrome, Edge, Firefox or Safari.

2. The use of devices which do not meet the technical parameters in terms of installed operational systems and web browsers specified in para. 1 above does not automatically result in denial of access to the services of the Website. In such a case, however, the Website Operator does not guarantee efficient functioning of all the services, and its liability in this respect is excluded.

#### § 7

##### SLA

1. The Website Operator undertakes to ensure continuity of the provision of services to the Merchant, including, in particular, compliance with the deadlines and conditions for the provision of individual Services as specified in Annex 2.
2. The Website Operator reserves the right to undertake activities related to modernisation, expansion and maintenance of the IT system or software of the Website Operator, resulting in temporary obstruction or exclusion of access to the Merchant account and the Service, for which the liability of the Website Operator towards Users remains excluded. The Website Operator shall inform the Merchant each time about the date, scope and duration of the above-mentioned activities.

#### § 8

##### Intellectual property rights

1. The Website Operator grants the Merchant a non-exclusive, royalty-free licence for the use of the panel to the extent necessary to provide the Service for the duration of the Contract.
2. The use of the panel by the Merchant does not imply the acquisition of any intellectual property rights, with the exception of the rights expressly specified in the content of the Terms and Conditions.
3. The Merchant is not entitled to:
  - a) the permanent or temporary multiplication (reproduction) of the Website in whole or in part by any means and in any form,
  - b) share access to the Merchant account, including lending or renting it,
  - c) make a backup copy of the Merchant account.
4. By posting content and materials on the Website, the Merchant declares that it owns all content and information published by it on the Website, or that it has permission to publish such content and the right to grant licences of the same scope to the Website Operator.
5. In the case of content subject to intellectual property rights and image protection, the Merchant grants the Website Operator a non-exclusive, transferable, royalty-free licence including the right to sub-license for the duration of the Contract, permitting the use of any content subject to intellectual property rights published by it within or in connection with the Website.

#### § 9

##### Payments

1. Provision of the Service is subject to a fee.
2. The Service Provider shall charge a fee for each payment link generated that has been paid for, in accordance with the price list included in annex 1.
3. The remuneration of the Service Provider for making the Service available shall be the product of the number of generated and paid-for links and the individually agreed rate for a single link as specified in annex 1, but not less than the minimum fee indicated in annex 1.
4. The settlement period shall be one calendar month.
5. The Service Provider shall issue a VAT invoice to the Merchant as per the fees applicable to it. The remuneration of the Service Provider is a net amount. The payment deadline shall be 7 days from the receipt of the VAT invoice.

6. Additional work on the part of the Service Provider carried out for the Merchant shall be priced individually and submitted to the Merchant for approval prior to the performance of the service.

#### § 10

##### Liability of the Service Provider

1. The Website Operator shall not be liable for non-performance or improper performance of services, including access to the User account and the Service, as a result of failures or other technical difficulties beyond the control of the Website Operator, despite it exercising due diligence in maintaining the Website Operator's IT system and software in a condition enabling uninterrupted provision of the Service.
2. The Website Operator shall not be liable for the inability to use Merchant account, including the Service, as a result of non-compliance with the technical conditions set out in the Terms and Conditions, and in particular it shall not be liable for non-performance or improper performance of the Service if it is caused by third parties, including telecommunication operators, providers of telecommunication circuit and electricity.
3. The Website Operator shall not be liable for any material or non-material damage suffered by the Merchants or third parties as a result of using the Merchant account in a manner contrary to the law, principles of morality, or infringing personal interests of third parties.
4. The Website Operator shall not be liable for the use of a User account by persons unauthorised by the User as a result of the User's failure to comply with the required technical protection measures for data and equipment enabling the use of the Service.

#### § 11

##### Termination of the contract

1. The Merchant has the right to stop using the service and to terminate the contract by sending a declaration of contract termination to the e-mail address [support@espagolink.com](mailto:support@espagolink.com), which shall take effect as of the following calendar month.
2. The Website Operator has the right to immediately cease the provision of all services to the Merchant, including the deletion of the Merchant account, in the following cases:
  - a) breach by the Merchant of the provisions of the Terms and Conditions or generally applicable law,
  - b) making the access data to the User account available to third parties,
  - c) 2-month delay with the payment of any amount due to the Website Operator by the Merchant.
3. Deletion of the Merchant account, including by the Website Operator in the cases specified in the Terms and Conditions, shall make it impossible to use the Service. Using the Service again shall be possible after repeating the procedure of creating the Merchant account.

#### § 12

##### Personal data

1. The controller of Merchants' personal data within the meaning of Article 4.7 of the 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 (General Data Protection Regulation) – hereinafter referred to as GDPR, is PSP Polska sp. z o.o. Personal data of the Merchants is processed in accordance with the applicable law, for the purposes set out in the Detailed information on the processing of the Acceptor's personal data (Privacy Policy), available on the EspagoLink website at: <http://www.espagolink.com>.
2. By accepting these Terms and Conditions as well as providing Personal Data in the EspagoLink System, the Merchant declares that it is accurate.
3. Personal data is stored in accordance with generally applicable law. PSP Polska ensures its full protection and guarantees that the data will not be made available to third parties (except in cases defined by law) without the

Merchants' consent, nor used to send marketing information.

4. The removal by PSP Poland, at the request of the Merchant, of the data provided during registration makes it technically impossible to provide further services to the Merchant, which is equivalent to the deletion of that Merchant Account.

#### § 13

##### Complaint procedure

1. Any complaints regarding the functioning of the services as part of the Website can be submitted by the Merchant by e-mail to the address [support@espagolink.com](mailto:support@espagolink.com).
2. A complaint should include a description of an irregularity or objections concerning the service to the extent enabling its consideration by the Website Operator, in particular:
  - a) identification of the Merchant via:
    - i. name,
    - ii. surname,
    - iii. company name,
    - iv. e-mail address for the account subject to the complaint.
  - b) identification of the service subject to the complaint by providing ID of a transaction,
  - c) technical parameters of a device used by the Merchant for the service (manufacturer, model, operating system version),
  - d) in case of complaints concerning the operation via a web browser – operating system version as well as the name and version of the browser in which the error occurs,
  - e) the time when the irregularity occurred and its description
3. Complaints shall be submitted within 7 (seven) days from the date on which the event justifying the complaint has occurred.
4. The Website Operator may, by e-mail correspondence to the address from which the complaint has been sent, request the Merchant to provide additional information and data necessary for the consideration of the complaint.
5. The complaint shall be considered within 14 (fourteen) days from the date of its receipt or receipt of supplementary information sent by the User as a result of the request referred to in para. 4 above.
6. The Website Operator shall notify the Merchant about the way of considering the complaint via e-mail correspondence to the address, from which the complaint has been sent.

#### § 14

##### Additional stipulations

1. Any disputes arising in connection with the use of the Website by the Merchant shall be resolved amicably. After exhausting the complaint procedure, the disputes shall be resolved by a common court with jurisdiction over the seat of the Website Operator.
2. The Terms and Conditions enter into force on 1.01.2021.

**Annex 1**  
**Pricing**

<b>No.</b>	<b>Description</b>	<b>Net price</b>
1	Charge per one payment	0,20 €
2	Min monthly charge	20,00 €
3	Implementation fee (POS)	70,00 €
4	Price for one working hour - additional work valuation	90,00 €

**Annex 2**  
**Service parameters**

1. Guaranteed parameters of the Service in the following hours:

- a) 6.00 - 22.00 - SLA level 99,5% monthly;
- b) 22.00 - 6.00 - SLA level 99,0% monthly.

2. Service window:

Planned technical breaks take place between 22.00 - 6.00. Information about planned breaks 48 hours in advance.