

Version: 20240423

## RULES AUTOMATIC PAYMENTS

#### **DEFINITIONS**

Terms capitalized and not defined in this Rules have the meaning specified in the Rules and Regulations of Providing Oktawave Services to Entrepreneurs

Payment	payment card within the meaning of the Payment Services Act of August 19, 2011, with
Card	which the User may pay the Remuneration.
PayPro	PayPro S.A. providing payment services, making available the Przelewy24 system that
	allows Users to make Automatic Payments.
Automatic	payment of Remuneration by the User to the Service Provider for the Services, which
Payment	does not require the active participation of the User, made in a transaction initiated by
	the Service Provider with the consent of the User using the User's previously enrolled
	Payment Card.
Rules	these Automatic Payment Rules.

## 1. General provisions

1.1. The Rules regulate the conditions for the payment of Remuneration by User by means of Automatic Payment.

### 2. Start using Automatic Payments

- 2.1. Only verified Users who have a Payment Card can use Automatic Payments.
- 2.2. Carrying out a Automatic Payment requires the prior recording of Payment Card data.
- 2.3. Storage of the User's Payment Card data for the purpose of making Automatic Payments requires the User's express consent and may take place during a so-called registration transaction, i.e., serving only to record Payment Card data in this way.
- 2.4. Activation of Automatic Payments requires the User's prior consent and acceptance of these Rules. The Service Provider keeps these consents for 2 years from the date of the last Automatic Payment.
- 2.5. Consent to make a Automatic Payment may require periodic renewal.

## 3. Payment Cards

- 3.1. Automatic Payment can be made only with Payment Cards accepted by PayPro and within the expiration date specified on the Payment Card.
- 3.2. Transactions made with Payment Cards issued outside Poland and valid only in another country may not be completed.
- 3.3. All transactions are subject to authorization (i.e., the card cannot be accepted without the approval of the issuing bank).
- 3.4. Transactions will not be completed in the event of:
  - a. nullity of the Payment Card,
  - b. reservation of the Payment Card,
  - c. the inability to obtain authorization of transactions.
- 3.5. Activities in the field of processing and settlement of transactions paid by Payment Cards, PayPro performs within the framework of contracts with external providers or payment card processors.
- 3.6. The specific technical requirements for the types of Payment Cards subject to the use of Automatic Payment may depend on the guidelines of PayPro or its partners.

# 4. Payment of Remuneration



# OKTAWAVE

- 4.1. The amount and timing of payment of the Remuneration is based on the Rules and Regulations / Agreement.
- 4.2. The Automatic Payment shall be made in PLN, USD or EUR, depending on the Parties' arrangements in the Rules and Regulations / Agreement.
- 4.3. The User agrees to provide the bank account associated with the Payment Card with funds to pay the Remuneration.

## 5. Security

- 5.1. The User is obliged to update the Payment Card data.
- 5.2. For security reasons, the execution of Automatic Payments may require the User to provide the CVV2/CVC2 code and three-domain authentication (3-D Secure).
- 5.3. Payment Card data will be entirely obtained in PayPro's system and stored by PayPro.
- 5.4. The Service Provider is not authorized to obtain and store all Payment Card data.

## 6. Termination of the use of Automatic Payments

- 6.1. Automatic Payments will occur indefinitely until the User's consent is revoked, subject to the provisions of this Section 6 and Section 2.5 above.
- 6.2. The use of Automatic Payments is voluntary. The User has the option to revoke consent for Automatic Payments at any time through the User Account. The withdrawal of consent has effect from the moment the User makes the change in the User Account, provided that the withdrawal of consent does not affect the currently processed debit to the Payment Card with the Automatic Payment.
- 6.3. Cancellation of the Automatic Payment is not equivalent to termination of the Agreement, and the User is obliged to pay the Remuneration.
- 6.4. If the User is unable to pay the Remuneration via Automatic Payments (e.g. due to insufficient funds on the Payment Card despite several attempts to debit the Payment Card), the Service Provider may call on the User to pay the Remuneration by other means.
- 6.5. The Service Provider shall stop charging the Automatic Payment Card in the following cases:
  - a. revocation of consent to Automatic Payments;
  - b. termination of the Agreement
  - c. inability to charge the Payment Card with the Automatic Payment;
- 6.6. The Service Provider may stop charging the Automatic Payment to the Payment Card in the following cases:
  - a. violations of the Regulations:
  - b. doubts about the legality of the payment in question.

#### 7. Final provisions

- 7.1. To the extent not regulated, the provisions of the Rules and Regulations shall apply.
- 7.2. The Rules are effective as of 23.04.2024.

