



# Polskie ePłatności Test Accounts - Terms of Service

These Terms of Service govern your use of testing accounts ("Test Accounts") and other data storage and access services made available by Polskie ePłatności within its services. By creating a Test Account or otherwise using it you confirm that you have read and accept these Terms of Service and have entered into a legally binding agreement with Polskie ePłatności Sp. z o.o. with its registered office at Tajęcina 113, 36-002 Jasionka, Poland ("Acquirer ", "Polskie ePłatności", "we", "us"). If you do not agree with all terms and conditions stated in this document, please do not use our services.

## I. Test Account

1. The Test Account is intended to allow you to study how to accept payments through our Polskie ePłatności Payment Gateway, in particular to test the basic functions of our Polskie ePłatności Merchant Account and Polskie ePłatności Payment Gateway before making a decision as to purchasing their standard version. Test Accounts are trial accounts, therefore, they are limited in terms of certain features and functionality, such as payment processing, initiating refunds and/or chargebacks, integration with acquirers etc. You may only simulate such operations.
2. The opening of the Test Account is also an obligatory preliminary stage of creating regular Merchant Account (production account) and concluding Polskie ePłatności Gateway Services Framework Agreement with Polskie ePłatności. You understand and accept that the opening of the Test Account does not prejudice that collaboration between you and Polskie ePłatności will be established, as you will have to undergo verification procedure and meet certain requirements first. Therefore, you acknowledge and accept that you apply for Polskie ePłatności Gateway Services at your own risk and expense. Acquirer shall not be held liable for any costs, expenses and losses incurred by you, especially those related to the integration of your website with the Acquirer Payment Gateway, if your application is not accepted and collaboration with Acquirer is not established.
3. Access to the Test Account is password-controlled. Login credentials are set in the process of creating a Test Account.

## II. Conditions of use

1. You are obliged:
  1. to use the Test Account in accordance with the applicable laws, these Terms of Service and Acquirer Privacy Policy available at: <https://paylane.com/privacy-policy>
  2. not to upload, download, copy, store, display, modify, share or otherwise use any content in connection with the Test Account, to which you do not have



adequate rights and/or which contains any illegal, harmful or abusive images, materials or information that could constitute a criminal offence, give rise to civil liability or otherwise violate any applicable law.

2. The following practices are strictly prohibited:
  1. using the Test Account or Acquirer websites in a manner that violates any applicable law or infringe third persons rights,
  2. attempting to discover Acquirer's source code – parts or all of it,
  3. attempting to discover the mechanisms, data flows, structure or any other types of information using reverse engineering techniques, especially in order to use the Test Account inconsistently with intended use or to recreate Acquirer systems or its parts;
  4. sublicensing, renting, leasing or any other making available for use the Test Account;
  5. taking any action which imposes an unreasonable or disproportionately large load on the website network or other Acquirer service infrastructure;
  6. using any hardware or software intended to damage or interfere with the proper and timely functioning of the Test Account, other Acquirer services or to surreptitiously intercept any system, data or personal information from Acquirer websites, its services and/or servers.
3. You are solely responsible for your own use of the Test Account and the acts and omissions of others who may access the Test Accounts using login credentials assigned to you.
4. You are solely responsible for providing all equipment, services, connectivity and other resources necessary to access and use the Test Account, including a compatible computer with access to the Internet. The Test Account is subject to network and server availability and may be interrupted by the service provider for testing and system and software updates. The Test Account is subject to change and may be suspended or terminated by Acquirer at any time for any reason, and with or without notice.

### III. Complaint Procedure

1. Acquirer provides support services via email at: support@pep.pl and telephone: +48 17 859 69 69.
2. Each time you ask for support feedback or submit a complaint, you are obliged to provide your name and email address. Acquirer does not respond to anonymous complaints or support requests. Acquirer ensures that their consultants respond as soon as possible. Normally the response is performed within two business days after receiving a request.

### IV. Privacy

Our data protection practices are set forth in our Privacy Policy that is available at: <https://paylane.com/privacy-policy> and which forms the integral part of these Terms of



Service.

## V. Copyright and trademarks

1. PayLane, paylane.com, paylane.co.uk, paylane.eu, paylane.pl are intellectual property of Polskie ePłatności Group. The trademarks may not be used in conjunction with third parties' products or services in any manner that might cause confusion among customers and potential customers, or in any manner that discredits any of the entities within the Polskie ePłatności Group and/or their services.
2. Acquirer services, its software as well as the content of the Acquirer website, including text, graphics, logos, button icons, images, are the property of Acquirer or its content suppliers and they are protected by copyright and trademark laws.
3. It is strictly forbidden to sell, license, rent, modify, distribute, reproduce, transmit, publish, adapt, publicly display or perform or create works from materials or content that Acquirer provides on its website or within the Service, without written permission from Acquirer. If you download copyrighted material posted by Acquirer to the Test Account, you do not obtain any ownership rights in that material. You may not change or delete any author attribution, trademark, legend or copyright or other proprietary notices from such material.

## VI. Disclaimer, Limitation of Liability

1. The Test Account and all of its functions and accompanying services, as well as the Acquirer website are provided "AS IS". Acquirer obligations are limited only to those set out in these Terms of Service. Acquirer does not warrant that the functions rendered available on the Acquirer website or within the Test Account will be uninterrupted, always available or error free, or that its website, hardware or computer systems are free of viruses or other harmful components or programs.
2. Acquirer does not give warranties of any kind, either express or implied, including the warranties of non-infringement of third party rights, title, merchantability, fitness for a particular purpose as regards information and materials provided, the Acquirer website or the Test Account or any of their functions.
3. Acquirer does not warrant the accuracy, adequacy, completeness or timeliness of information, materials, the Test Account or functionality on Acquirer website. This applies as well to the use or the results of the use of the Test Account, information, materials and functionality within the Acquirer website in terms of correctness, accuracy, reliability or otherwise.
4. To the extent permitted by law, Acquirer, its agents, directors, officers and employees accept no liability for any loss, whether direct or indirect, including but not limited to loss of revenue or anticipated profits, loss of business or loss of data, computer failure or malfunction, or injury or any direct, indirect, consequential, special, punitive, or other commercial or economic loss of any kind or any claim against you by any other person resulting from or arising in connection with the performance or non-performance of any obligations hereunder, howsoever caused.



5. The limitations, exclusions and disclaimers stated herein shall apply irrespective of the nature or the cause of action, demand or claim of yours, including, without limitation, breach of contract, negligence, tort, strict liability or any other legal theory and shall survive a fundamental breach or breaches or the failure of the essential purpose of this agreement.
6. Acquirer is not responsible for any delay or failure in performance due to Force Majeure or other occurrences that are beyond Acquirer's reasonable control. This includes also short, temporary and accidental suspension of the Test Account.
7. You recognize that Acquirer does not own or control other networks, information and systems outside of its own network, nor is Acquirer responsible for performance or non-performance within such networks. Acquirer exercises no control over and specifically denies any responsibility for the content, information, accuracy or quality of the information and/or data passing through its network or the Service provided.

## VII. Term and termination

1. Test Accounts are created for indefinite period of time.
2. We may terminate these Terms of Service for any reason at any time, particularly if you violate any provision of these Terms of Service.
3. You may cancel the Test Account at any time. This will result in termination of the agreement between you and Acquirer. In order to cancel the Test Account please send a cancellation request to Acquirer via: [support@pep.pl](mailto:support@pep.pl). In the cancellation request you are obliged to provide your name and email address.

## VIII. Final provisions

1. The illegality, invalidity or unenforceability of any provision of these Terms of Service shall not affect the legality, validity or enforceability of the remaining provisions hereof. Should any provision of these Terms of Service be rendered invalid or unenforceable, such provision will be modified to the extent necessary to render it valid and enforceable without altering its intent. If such modification is not possible, these Terms of Service shall be construed as if such an invalid or unenforceable provision had never been included herein.
2. Acquirer has the right to modify or update these Terms of Service from time to time without prior notice. The revised version of the document will be posted on the Acquirer website. The revised version will be effective at the time it is posted.
3. This Service shall be interpreted and construed according to, and governed by, the laws of the Republic of Poland. Any disputes between the parties will be resolved by a common court having jurisdiction over the registered office of Acquirer.