

## TERMS AND CONDITIONS

### I. DEFINITIONS

The terms used in these regulations have the following meaning:

1. Auction - a way of selling the Offers in which Registered Users may submit bids on the Offer and the highest bidder is entitled to buy the Offer by making a Donation in his bidding amount in 24 hours after the Auction is over.
2. Authentication code - a one-time authentication code used to authorize payment transactions.
3. The Beneficiary - any person (natural or legal) that is ultimately to benefit from a Fundraiser, but is not its Organiser.
4. Digital Offers - Offers that consist of data which are produced and supplied in digital form (e.g. photos, movies, songs), that may be uploaded by the Organiser directly to the Website and downloaded by the Supporter who bought them.
5. Donations - funds obtained by the Organiser from the Supporters for the implementation of the Project.
6. EEA - European Economic Area, i.e. countries members of the European Union as well as Iceland, Liechtenstein and Norway.
7. Founder - a Verified User making Founder's Offers on Fundraisers organised by other Users.
8. Founders' Offers - Offers that are made on a Fundraiser by Verified Users other than the Organiser himself, where the amount of payment for the Offer is a Donation to the Fundraiser to which the Founder's Offer was connected.
9. A Fundraiser - a collection of funds created on the Website by the Organiser for the realization of the Project specified in the Fundraiser's description.
10. Fundraiser's Account - a virtual payment account maintained by us separately for each Fundraiser organised on the Website, where the Donations are collected and made available for the Organiser's withdrawal.
11. Login - the User's e-mail address indicated by the User when registering on the Website, which also serves the User's identifier on the Website.
12. Moneybox - a service that allows Registered Users to support the Organizer by creating a copy of a Fundraiser where they can collect funds on their own behalf (identified by their first and last name) for the benefit of the Organizer.
13. Moneybox's Organizer - a Registered User who created a Moneybox for a selected Fundraiser.
14. An Offer - any item, service or intangible asset that the Organiser undertakes to provide to the Supporter in exchange for a Donation to their Fundraiser in a procedure stipulated in pt. 8.

15. The Organiser - a User that has organised a Fundraiser.
16. Organiser's Bank Account - a bank account of the payment card assigned to the Organiser's User Account.
17. Password - a unique string of at least 8 characters, including min. one capital letter and one number or special character, selected by the User during registration on the Website, which enables and secures access to the User Account.
18. Private Fundraiser - a Fundraiser that is made visible by the Organiser to the individually selected Users;
19. Project - any manifestation of business, cultural, scientific, social or private activity, for the implementation of which the Organiser collects funds via the Website;
20. PSA - Polish Payment Services Act of August the 19th 2011, as amended;
21. Public Fundraiser - a Fundraiser that is visible to all Users and can be advertised on the Website after purchasing one or more of the premium options;
22. Registered User - a User that has registered a 4Fund.com User Account by stating their name and surname, providing and verifying an e-mail account and setting up a Password.
23. Recurring Support - optional cyclical payments to a chosen Fundraiser made each month automatically from the Supporter's payment card in a chosen amount.
24. The Regulations - these regulations altogether with all their attachments.
25. Supporters - Users of the Website who make Donations to the Organiser's Fundraiser.
26. User - any person of age using the Website.
27. User Account - an account on the Website made available to the User, which is created automatically after completing the registration process on the Website. The User Account is created based on the Login and is secured with a Password.
28. Verified User - a Registered User that has verified their identity as described in pt. 3.3 of these Regulations;
29. we, our, us - Zrzutka.pl sp. z o.o., a limited liability company (spółka z ograniczoną odpowiedzialnością) with its registered office in Poland, al. Karkonoska 59, 53-015 Wrocław, with TIN (NIP) number 8992796896, entered into the Companies Registry (KRS) under the number 0000634168 acting as a payment services provider licensed by Polish Financial Supervision Authority (Komisja Nadzoru Finansowego) with license number IP48/2019;
30. The Website - 4fund.com with all its subdomains;

## II. GENERAL TERMS

1. 4fund.com is a platform that allows Users to create and manage crowdfunding campaigns to raise funds for business, cultural, scientific, social, sales and private

Projects.

2. These Regulations define the terms and conditions of using the Website. The Regulations specify the rights and obligations of the Users as well as our rights, obligations and responsibilities, together with conditions for the provision of payment services by us. The regulations also constitute the basis for concluding contracts between the Users via the Website.
3. The condition for using the Website is to carefully read the Regulations along with attachments and accept them. By selecting the option "I accept the Terms of use" during registration on the Website, the User declares that they have read the terms of these Regulations and that they are understandable to them and undertake to comply with their provisions.
4. Creating Fundraisers is available to Registered Users only. In order to accept Donations on the Fundraisers and make withdrawals, it is necessary for the Organiser to complete the identity verification process stipulated in pt. 3.3 and to assign a payment card to their User Account.
5. We are an intermediary that enables the conclusion of contracts between the Supporter and the Organiser. Depending on the situation (whether there are any Offers on the Fundraiser), it is the conclusion of a sales contract or a donation contract between the Supporter and the Organiser. We are not a Party to such contract and take no responsibility for its execution, other than arising from the correctness of the payment services we provide. The contract's terms are determined by the description of the Fundraiser, including any Offers or any other benefits in return for the Donations the Organiser might have offered.
6. Any agreement between the Organiser and a Supporter is effective from the moment the Donation is received on the Fundraiser's Account. The Fundraiser's Organiser is regarded as an owner of all the funds gathered on Fundraiser's Account.
7. Our payment services are limited to providing Fundraisers' Accounts and processing withdrawals from them. The terms of providing these services are further specified in Appendix 1 to the Regulations - the Framework Contract. Donation payments are processed by an external licensed payment services provider - PayU S.A. with its registered office in Poland.

### **III. ACCOUNT CREATION AND IDENTITY VERIFICATION**

1. In order to create a new 4fund.com account and become a Registered User, you need to fill in all the fields in the registration form available on the Website by stating your name, surname and email address, as well as setting a password. Once you confirm your email address by typing in a digit code we send you by an email, your User Account will be registered and you will be able to log in. The email you provide us with will be the primary form of communication between us and the address where you will be receiving digit codes needed for two-step verification of some transactions or actions on the Website.
2. The name and surname you state on the registration form must be true and match the data we will later confirm in the identity verification process.
3. To become a Verified User, you will need to complete an identity verification

procedure by clicking the 'Account verification' button on your dashboard after logging in and following the steps indicated on the screen. You will need to fill in a slightly longer identification form where we will collect your data that we are obliged by law to identify, after which you will be redirected to an Onfido Ltd. widget where you will need to provide a photo of your identification document (EEA - issued National Identity Card, Passport or Residence Permit) and perform a short liveness check. The data that you provide in the identification form must match the data confirmed in the verification process - if the data differs, you will be unable to complete the verification. After Onfido Ltd. confirms your data, your account will be verified.

4. The data you provide during the verification process must be true and your own. Using another person's data and/or documents in the verification process is prohibited and may be subject to criminal prosecution. If we become aware of the use of such data or documents, we may block the User's Account and report the matter to the relevant authorities.
5. Each User is allowed to have only one User Account, and each User Account may only belong to one individual. We may delete duplicate or shared accounts with no prior notice as well as take measures to prevent creation of such accounts.

#### **IV. ORGANIZING AND SUPPORTING FUNDRAISERS**

1. To create a Fundraiser, the Organiser must state its title, provide its description and state the sum needed to meet the Fundraiser's purpose. The Organiser may also optionally add photos and make Offers on the Fundraiser.
2. The purpose of the Fundraiser may not be illegal according to the Polish law as well as according to the law of the country of its Organiser's residence. Regardless of the legality of such purpose, it is also forbidden to create Fundraisers:
  1. that promote, condone or support crimes, hatred, violence, fascism, totalitarianism, terrorism, discrimination, or infringe personal or intellectual rights of other person;
  2. that would finance the purchase of weapons;
  3. that would finance prostitution, pornography or gambling;
  4. that offer shares in companies as Offers or promise them in Fundraiser's description;
  5. that would treat the Donations as loans from the Supporters to the Organiser;
  6. that would serve as a way of collecting payment for services or purchase of goods that are not clearly described in the Fundraiser's description while the Fundraiser is falsely described as based on a pure donation model.

If you organise such a Fundraiser we may delete it and return the Donations back to the Supporters, as well as suspend or delete your User Account.

3. The description of the Fundraiser must be comprehensive enough to let us and the potential Supporters identify precisely what the funds are being raised for. Any

circumstances stated in the description must be true and verifiable. It is forbidden to use derogatory language, leave the description blank or incomprehensive, as well as to insult or defame anyone while describing the Fundraiser's purpose. We may temporarily block your Fundraiser and ask you to change such a description within a specified time, after which we may delete your Fundraiser if you don't comply. In the case of obvious or drastic violations, we may also delete your Fundraiser without prior notice and delete or suspend your User Account.

4. We may provide automated, AI-based tools on the Website to help the Organiser generate a description of their Fundraiser in accordance with their instructions. In such a case, the Organiser has the ability to freely adjust, change or modify the machine-generated description. Using these tools is only intended as an aid in formulating the description and in no way waives the Organiser's responsibility for the Fundraiser's description being compliant with the Regulations, particularly pt. 4.3. above. The Organiser is obliged to duly check and - if necessary - modify the description before accepting it. AI-based tools may also be used to create images (cover photos) on the Fundraiser's page, descriptions of the Offers made on the Fundraiser and the Fundraiser's title - if the Organiser decides to use them, the above mentioned rules apply accordingly. Any images created in this way will be clearly marked as AI-generated.
5. If your Fundraiser aims to collect a sum of 35.000 € or higher, its description should also include an indicative cost estimate showing the expected expenses that will be covered from the raised funds, together with the priority with which they will be settled. It should also - if possible - state the purpose to which the surplus money gathered will be spent if the expected sum is exceeded and may state an alternative purpose if the goal is not met and can be realized only with the aimed amount.
6. From the moment the first Donation to a Fundraiser is made, it is forbidden to change its Beneficiary or its purpose. If we become aware of such a change, we may delete the Fundraiser and return its current balance to the Supporters. You may only change the description to further specify the original Project or to describe new circumstances concerning its purpose. To prevent changing the purpose of a Fundraiser, we may limit or block the ability to change its description, especially when the Fundraiser's purpose has already been verified as stipulated in pt. 5.
7. As an exception from the restriction made in pt 4.6., if the sum expected to be gathered on your Fundraiser is significantly exceeded, and the description didn't state a purpose for the use of the surplus funds, you may contact us and we may allow you to state a purpose to which the surplus funds will be used. We may also ask you to state such an additional purpose if you didn't contact us. Such an additional purpose should be as close as possible to the original purpose of the Fundraiser (e.g. to help other people in a situation similar to the Beneficiary's case or to donate to a specific charity that helps in such cases).
8. In the case of Fundraisers organised for the Beneficiary it is necessary to acquire - before starting a Fundraiser - such person's written approval to the Fundraiser being organised as well as consent to us processing their personal data together with their ID scans (in the case of natural persons) or documents showing the authorization of a specific person to act on behalf of the Beneficiary, consent of a person with such authorization to organise a Fundraiser for such Beneficiary and a scan of their ID (in the case of Beneficiaries who are not natural persons) - forms available [here](#). We may request the above documents during the

verification procedures described in pt. 5 of the Regulations or at any other time. In the event of the Beneficiary's refusal to conduct the Fundraiser for their benefit or failure to deliver the documents described above within the prescribed period (not shorter than 7 days), we may delete the Fundraiser and return its balance back to the Supporters.

9. In the case of the Beneficiary's death, or if the Fundraiser's purpose cannot be met out of reasons objective and independent from its Organiser, the Organiser should immediately notify us of this fact. We will temporarily block the Fundraiser, and its Organiser may, as they choose:
  1. order us to return the Fundraiser's balance back to the Supporters, in which case the Fundraiser is deleted afterwards or;
  2. set a new purpose of the Fundraiser, in which case the Organiser should change its description stating this new purpose as well as prepare a message to the Supporters, notifying them of the event that made the Fundraiser's original purpose impossible to achieve and of the new purpose that it will serve. The message should be sent to us to [contact@4fund.com](mailto:contact@4fund.com) and we will post it to all of the Fundraiser's Supporters. The withdrawals from the Fundraiser's Account will remain blocked for the period of 14 days after the message has been sent, in which time the Supporters may contact us directly asking for the refund of their Donations. We refund the Donations when asked, up to the balance of the Fundraiser. After the 14-days have passed, the Supporters are considered to have accepted the new purpose, and the Fundraiser may be continued freely.

From the moment we acquire information of the Fundraiser's purpose becoming impossible to achieve until the Organiser chooses one of the solutions given in pt. 4.9.1. or 4.9.2. above, we also refund any Donations when the Fundraiser's Supporters contact us with such a request (up to the Fundraiser's balance).

10. The Fundraiser's Organiser bears responsibility for any chargebacks directed against the Donations made to their Fundraiser. We may deduct any costs incurred by such chargebacks from the account of the Fundraiser or - if the balance on the Fundraiser is insufficient to cover them - from the accounts of other Fundraisers of the same Organiser.
11. To donate to a Fundraiser and become its Supporter you need to choose one of the payment methods available on the Website, set the amount of payment (minimum Donation is 1 €) as well as state your email and accept these Regulations and Privacy Policy. You may also optionally state your name and surname. Unless otherwise stipulated in the Regulations (e.g. in the case of Recurring Donations), you don't need to be registered or logged in on the Website to donate. The Donation payment process is handled by external payment service providers and is not part of the payment services provided by us - therefore it is necessary to accept their terms of service as well to make a Donation.
12. The Fundraiser's Accounts are held in euro currency. Any Donations made in other currencies or withdrawals to the bank accounts held in other currencies may be subject to third-party exchange fees and rates.
13. Making withdrawals from the Fundraiser's Account is available after the Organiser assigns a VISA or MasterCard payment card issued by a bank or other financial institution that supports the VISA Direct ® and/or Mastercard Send ® solution (respectively) to their User Account, which they may do immediately after



completing the identity verification procedure stipulated in pt. 3.3. or at any later moment from their User Account. Assigning the card to the User Account requires providing its data and performing verification in which a small charge will be made to the card and automatically returned to its account. The Organiser should be an owner of the bank account to which this card was issued - using someone else's card may result in an inability to assign the card to the User Account. The Organiser may change the card assigned to their User Account at any time, however, each time it must be a card issued for their own bank account. Only one card may be assigned to the User Account at a time. The Organiser may change the payment card assigned to their User Account no more than 3 times in 30 days. All withdrawals will be made to the bank account to which the card assigned to the User Account was issued. The Organiser may withdraw the money up to the current balance of the Fundraiser's Account.

14. Moneybox can be created by any Registered User for a specific Fundraiser if its Organizer has not disabled such an option on their Fundraiser.
15. Each Moneybox's page contains information indicating that the funds are collected for the specified Fundraiser, as well as information on the total amount collected on this Fundraiser and the amount collected through the Moneybox.
16. The Moneybox is not a separate Fundraiser. The Moneybox's Organizer has no access to funds collected on the Moneybox. A separate payment account is not created for the Moneybox. Donations collected through a Moneybox are directly transferred to a Fundraiser's Account for which the Moneybox's Organizer has created the Moneybox. The Organizer of the Fundraiser is the sole owner of the donations collected through the Moneybox.
17. The Moneybox is not a payment service.
18. Deleting or disabling a Fundraiser results in deleting or disabling all Moneyboxes connected to it.

## **V. FUNDRAISER'S PURPOSE VERIFICATION**

1. We may verify the purpose of any Fundraiser at any time, especially when we receive abuse reports, the Fundraiser's declared purpose seems doubtful, impossible to achieve or illegal, the Fundraiser raises suspicions of fraud or other violation of these Regulations, or its purpose is charitable and the Organiser decides to make it a Public Fundraiser. Verification is mandatory when the sum of funds collected on the Fundraiser's Account is equal to or exceeds 5.000 €, disregarding any withdrawals made from the account. If the sum of the funds collected on all of the Fundraisers of one Organiser exceeds 12.500 €, disregarding any withdrawals, we may verify all or chosen Fundraisers created by this Organiser.
2. We will notify the Organiser of commencing the verification process by email. In the verification process we will ask the Organiser to provide us with documents that will support the veracity of the Fundraiser's purpose, the set of which will be determined by the Fundraiser's description. We may ask for the documents proving any substantial information (i.e. information that may influence potential Supporter's decision on donating to the Fundraiser), and the authorisation of the Organiser to conduct a Fundraiser (Beneficiary's approval). We may also base the verification on publicly available information concerning the Fundraiser or its

Organiser if it is credible. In justified cases we may also rely on information or statements provided by the Organiser or third parties (e.g. the Beneficiary) or proof of spending the funds that have already been withdrawn from the Fundraiser's Account before we decided to verify it. The method of a specific Fundraiser's purpose verification is at our own discretion.

3. Any documents used in the verification process should be uploaded in scans or photographs directly from the Organiser's User Account. They should be in English or Polish or provided with a certified translation to English or Polish, legible, of sufficient resolution, and fully visible (no cropped edges).
4. The Organiser should be authorized to provide us with any documents used in the verification process. If the documents concern a third person (e.g. the Beneficiary), the Organiser should obtain and maintain that person's approval to provide us with these documents and to us processing their personal data (such approval is included in the Beneficiary's approval form - you can find it [here](#)). Should the documents include the data concerning health, the Organiser must obtain a separate approval of the person that the data is of (in case of Beneficiary, this is included in a specific form - you can find it [here](#)). If the documents or the data included therein are subject to any legally protected secret (medical, judicial, professional etc.) it is up to the Organiser to acquire an approval to disclose it to us from the person authorized to grant it. The Organiser of a Fundraiser cannot avoid providing us with documents by invoking any lack of consent of a third party or any secrecy.
5. Any documents provided in the process of verification will be kept confidential and will be used only for verification of the Fundraiser they concern. We generally do not share these documents with third parties, unless legally forced to. However, in justified cases, especially when the documents provided in the process of verification raise suspicions to their authenticity, we may contact their alleged issuer to certify their originality. We can also share these documents with other service providers taking part in a given transaction chain when conducting AML/TF procedures, if it is necessary to conduct them properly.
6. From the moment we start the verification of a Fundraiser, until the procedure is over, we may block the withdrawals from the Fundraiser's Account. If the Fundraiser raises suspicion of fraud or any other illegal action, we may also block the withdrawals on any other Fundraisers of the Organiser. When a Fundraiser exceeds the limit of 5.000 € as stipulated in pt. 5.1, withdrawals are blocked automatically. If the sum of the funds collected on all of the Fundraisers of one Organiser exceeds 12.500 €, withdrawals are blocked automatically on all of the User's Fundraisers.
7. Verification is complete and withdrawals are unblocked once the documents we acquire, or other information provided during the process prove the veracity of a Fundraiser at a satisfactory level. We may not abandon verification of a Fundraiser once we have commenced it, regardless of the reason for verification. Once we complete the verification, we may confirm it with an appropriate tag on the Fundraiser.
8. If the Organiser fails to complete the verification process in 14 days after they have been notified of us commencing it, either by ignoring the verification or not providing the required documents, we may stop their Fundraiser and return the Donations back to the Supporters, up to the Fundraiser's Account balance. This period may be extended in justified cases, especially if we ask for the additional



documents.

9. If the Organiser fails to complete the verification process, we may also delete other Fundraisers on their User Account and return their Fundraiser's Account balance back to the Supporters, unless these Fundraisers raise no suspicion of fraud, especially when they have already been verified as stipulated in this point. In justified cases, particularly when the Organiser's failure to verify the Fundraiser brings suspicions of fraud or other illegal action, we may also suspend or delete their User Account.
10. If there are any justified suspicions about the actual spending of funds already withdrawn from the Fundraiser's Account, particularly when we acquire reports on funds' misuse from the Beneficiary, we may also ask the Organiser to provide relevant proof of these funds spending (e.g. transfer confirmations, invoices or bills). In this case, the provisions of points 5.2. - 5.9. are applicable.

## **VI. PRIVATE AND PUBLIC FUNDRAISERS**

1. Any Fundraiser organised on the Website starts as a Private Fundraiser. Private Fundraisers are available for the select group of people that the Organiser decides to invite to support them. They should be promoted by the Organiser himself (e.g. on their social media) among friends and relatives to preserve the private character of the Fundraiser. These Fundraisers are the best option for strictly private initiatives (e.g. a whip-round among friends to buy a birthday gift for someone).
2. Any Fundraiser may be promoted to a Public Fundraiser by the Organiser purchasing one of the premium options available on the Website (e.g. the Fundraiser's advertising on the Public Fundraiser's list). Public Fundraisers are available to an unlimited circle of potential Supporters and may be advertised on the Website or outside the Website according to the premium options purchased by the Organiser. These Fundraisers are the best option for larger projects (e.g. for charity, business initiatives, etc.).
3. We may decline to promote any Fundraiser to a Public Fundraiser, especially when its purpose or description is drastic, doubtful or the circumstances included in its description indicate that there are ongoing legal proceedings that may influence the accuracy or veracity of the Fundraiser's description. In that case, we do not charge the Organiser for the purchased premium options and refund any fees if they have already been paid. If the Fundraiser is not illegal or it does not violate these Regulations in any other way, it may be continued as a Private Fundraiser.
4. Once the status of a Public Fundraiser is granted, it is impossible to modify the title, description, or the goal amount to be raised on the Fundraiser.

## **VII. RECURRING SUPPORT**

1. The option to provide Recurring Support to a Fundraiser is available only to the Registered Users (in order to enable them to stop such payments at any time directly from their User Account).

2. Recurring Support can be made only to Fundraisers for which the Organiser has enabled this option. Even if a Fundraiser has Recurring Support enabled, Supporters still have the option to make a single (non-recurring) Donation instead, by choosing the "Single Payment" button while making a Donation, unless the Organiser has disabled the "Single Payments" option. In that case, only Recurring Support is possible.
3. To set up a Recurring Support for a Fundraiser, the supporter needs to select the 'Recurring Payment' button while making a Donation to a Fundraiser that has Recurring Support enabled. Afterwards, they must choose or manually set the amount of the monthly payment. After clicking the "Support" button, the Supporter will be redirected to a PayU S.A. widget where they will need to provide their payment card details.
4. Should the Supporter decide to make a separate donation to us while setting a Recurring Support to a Fundraiser, such donation will be added to the sum of the recurring monthly payments charged to their card (the donation to us is also recurring).
5. Recurring payments are processed by a third party - PayU S.A., a licensed payment services provider with its registered office in Poland. Supporter's card details will be stored by PayU S.A. PayU, as an intermediary in making payments, provides the Token tool (virtual card identifier), which enables assigning a unique identifier to an individual Supporter, with the use of which the Supporter periodically makes payments to the Organiser (and us, should the Supporter decide to make a separate donation to our account). The agreement regarding the processing of recurring payments is concluded between the Supporter and PayU S.A.. Any complaints in this regard should be filed in accordance with pt 14.4 (directly to PayU S.A.).
6. Recurring Support is available to active Fundraisers only. Should a Fundraiser be blocked or in any way restricted by us, or finished/deleted by the Organiser, providing Recurring Support to it will become unavailable.
7. In the case of recurring payments failed due to the lack of funds on the card, the payment will be omitted and only attempted when the next payment is scheduled the following month.
8. The Supporter may stop providing Recurring Support at any time. This is done by logging into your User Account and going to the 'Settings' -> 'Recurring payments' tab, and then selecting the Recurring Support you want to cancel.

## VIII. OFFERS AND AUCTIONS

1. Any Verified User may make Offers on their Fundraisers by clicking the "add offers/auctions" button in the "offers/auctions" tab of their Fundraiser and completing the Offer adding form. In the form, the Organiser must provide the title and description of the Offer. They should also select the appropriate category in which it is offered, indicate the duration of the Offer, and specify the minimum payment for the Offer. If the Offer is listed as an auction, the Organiser should also provide the duration and starting price. They may also attach photos of the Offer's subject and tick or fill in additional fields of the form, indicating the ways of delivering the Offer's subject, the date of its delivery or the data necessary to be completed by the Supporter when making the purchase. If the Organiser intends

to sell more than one copy of the same Offer's subject, and such items are to be offered at the 'buy now' option, they may specify the number of items or state that there is an infinite amount of items offered (e.g. when listing Digital Offers) - in that case the items may be bought until that number is depleted.

2. The description of the Offer should be specific, exhaustive and should not mislead the potential buyer. By adding the Offer the Organiser makes a binding pledge to deliver it to the buyer as specified in its description. They also confirm that they have a full legal right to sell the Offer's subject.
3. Each User of the Website may purchase an Offer listed at the 'buy now' option by selecting it on a Fundraiser and making a Donation of at least the minimum amount specified by the Organiser as payment for the selected Offer. The Supporter will need to provide their name and surname in the Donation form. If the Organiser stipulated this when completing the form for adding an Offer, in order to purchase it, it may also be necessary for the Supporter to provide address or contact details, which will be provided to the Organiser for the purpose of shipping.
4. The Offer's subject should be delivered to the buyer in the time and by shipment stated in its description. Should the description not specify terms of delivery, the Offer's subject should be delivered as agreed between the Organiser and the buyer. The Organiser should contact the buyer in this regard not later than 7 days after the Offer has been purchased.
5. The Organiser can delete the Offer listed in the 'buy now' option if there is only one copy, until it has been bought. If there is more than one copy of the item offered, the Organiser may also stop offering it further. However, in that case, they must deliver the Offer's subject to all the buyers that purchased it before the offer was canceled.
6. If the Offer has been listed on an Auction, only Registered Users may submit bids. Bids equal to or higher than 2.500 € may only be submitted by Verified Users. Bids may be submitted until the Auction ends.
7. Submitted bids can not be revoked through the Website. In the event of an obvious mistake while submitting a bid (e.g. an additional zero in the amount), the bidder may contact us at [contact@4fund.com](mailto:contact@4fund.com) and we may - at our own discretion - decide to revoke their bid.
8. After the Auction is over, the highest bidder is sent an email confirming their win in the Auction. The email includes a direct link to make a Donation to the Fundraiser where the Offer was made, with the Donation amount matching the bid. They should make this Donation in 24 hours since the email was sent - if they do not do so, the Organiser may cancel the auction - until they decide to do so, the highest bidder may still pay the Offer's price. Alternatively, after the said 24 hours have passed, the Organiser may discard the highest bidder and offer the purchase of the Offer's subject to the next highest bidder.
9. We are not a party to an agreement struck by the purchase of the Offer and are not responsible for the Organiser fulfilling their obligations arising from it. Such agreement is struck between the Organiser and the Supporter who made the purchase of the Offer. The Organiser is solely responsible for fulfilling their obligations both to the buyer and any third parties (e.g. tax duties).
10. If the buyer does not deliver the Offer's subject, its buyer may contact us at

info@4fund.com. We may contact the Organiser asking them to provide an applicable proof of delivery. If the Organiser does not provide the proof or there are still reasonable doubts about the Offer's subject delivery, we may send the data of the Organiser (together with the data we collected during the identity verification) to the buyer in order to enable them to pursue their claims outside 4fund.com.

11. Immovable property, stocks, shares or any other item that can only be effectively sold by fulfilling additional administrative or legal duties can not be an Offer's subject. It is also forbidden to offer items that would be illegal or restricted to sell or would violate someone else's personal rights, and to use derogatory language in the Offer's description. Furthermore, it is forbidden to claim or suggest in the Offer's description that we are responsible for the Organiser fulfilling their obligations or in any way guaranteeing it. We may delete such Offers without prior requesting the Organiser to remove them.
12. We may block, delete or suspend the User Account of a User that:
  1. As an Organiser, offers items:
    1. that they have no right to sell;
    2. that they do not intend to deliver to the buyer or that they don't deliver to the buyer after its purchase
    3. that would be illegal to sell or would violate the Regulations in any other way;
  2. As a bidder, continues to submit bids with no intention of buying the Offer's subject if they win the Auction;
  3. As an Organiser on whose Fundraiser the Founder's Offers are listed, knowingly allows the Founder to offer items mentioned in p 8.12.1 above.
13. In the event that the Offer raises suspicions as to its subject's existence or the Organiser's ownership and/or right to sell it, we may ask the Organiser to provide proof for such facts. Should the Organiser fail to provide applicable proof or it does not resolve our doubts, we may delete the Offer.
14. In the event that the Fundraiser's Account balance on a Fundraiser with Offers listed is refunded to the Supporters out of any reason, the refunds are made within the rules stated in pt. 11. The Organiser may provide us with a proof of delivery of the Offer's subject to a buyer who has received such a refund, and we will provide the Organiser with the data of the buyer that we possess in order to enable the Organiser to contact the buyer in regard of the payment or to pursue their claims outside 4fund.com
15. The provisions of points 8.1 - 8.14 shall apply accordingly to the rules for the Founders' Offers, subject to the provisions listed below. Whenever in points 8.1 - 8.14 the Organiser is mentioned as the one making the Offer, the rules shall apply also to the Founder.
16. Only Verified Users may make Founders' Offers. In addition, Founders' Offers may only be made by natural persons who do not make them as a part of their professional or business activity.
17. Founders' Offers may be made on a specific Fundraiser if its Organiser enables such an option by selecting the "Enable adding offers/auctions for others" button.

This option is available only to the Organisers who are Verified Users.

18. The Founder adds the Founder's Offer by selecting a specific Fundraiser that they want to support, followed by completing and accepting the Founder's Offer adding form.
19. The Organiser accepts or rejects the Offers proposed by the Founder before making them available on their Fundraiser. The given Offer submitted by the Founder becomes valid from the moment the Organiser accepts it.
20. Responsibility for the performance of the obligation resulting from offering the Founder's Offer rests solely with the Founder. The Organiser is not responsible for the transfer of the Offer's subject offered by the Founder.
21. The payment for the Founder's Offer is credited directly to the Fundraiser's Account maintained for the Fundraiser to which it has been linked. It is assumed that between the Founder and the Organiser of the Fundraiser to which the Founder's Offer has been linked, a donation agreement in the amount received in exchange for the Offer is concluded, effective immediately at the time of purchase of the Founder's Offer by the Supporter. No legal relationship is established between the Supporter who purchases the Founder's Offer and the Organiser of the Fundraiser - the Supporter concludes an agreement only with the Founder from whom they purchased the Offer.
22. The Founder may remove the Founder's Offer they made if the Offer has not yet been purchased. They may also stop offering the items further at any time, however, they are then obliged to deliver the items to all the Supporters who have bought it earlier.
23. The Organiser may at any time remove or terminate a specific Founder's Offer added to their Fundraiser. In such a case the Founder must still fulfill their obligations to the Supporters who bought the items before the Organiser has done so.

## **IX. LIABILITY**

1. We are not a party to any agreement struck between the Users via the Website and therefore take no responsibility for them performing their obligations.
2. The verification procedures that we have introduced are aimed at lowering the risk of fraud on the Website as well as eliminating dishonest Users from it, but they do not guarantee that a given Fundraiser will not turn out to be a fraud. Even if we have verified a Fundraiser and have marked it as 'verified' or similarly, we are not liable for any loss accrued by the fact of donating to it, unless we would do it in bad faith.
3. Users are solely responsible for the legality of their actions on the Website, as well as for non-infringement of rights of any third party. We do not share their responsibility and unless we have acquired a notice from a competent authority or a legitimate information from any third party that any content that a User has posted on the Website infringes the law or rights of any third party and did not delete such content immediately after acquiring such information, cannot be held responsible for such infringement. This does not in any way limit our right to delete such content acting on our own accord.

4. We bear liability for the correctness, legality, availability and sufficient quality of the payment services that we provide, described in detail in Appendix No.1 - Framework Agreement. The funds kept on the Fundraiser's Accounts are subject to the protection stipulated in the Polish Payment Services Act of August the 19th 2011 (they must be kept separately from our own funds and be placed on a separate bank account or safely invested, and they can never be subject to execution directed against us, even in the case of our insolvency).
5. We reserve the right to temporary breaks in us providing our services in the case of necessary technical or conservation works. We will notify the Users of such works beforehand.
6. We are not responsible for the temporary brakes in us providing our services due to force majeure or malicious acts of third parties (e.g. hacker attacks). If such circumstances cause the leak or risk of leak of Users data, we are obliged by law to notify the Users and take measures to minimize or avoid the leak.

## **X. ACCOUNT SUSPENSION AND DELETION**

1. A Registered or Verified user may terminate their User Account at any time. If there are any funds kept on any of the User's Fundraiser's Accounts, in order to terminate the User Account the User must withdraw the funds beforehand. This may result in inability to terminate an account while it is suspended or the Fundraiser's purpose verification procedures stipulated in pt. 5 are in progress.
2. We may suspend or delete a User Account in cases stipulated elsewhere in the Regulations, particularly when we have information or suspicion of the User committing fraud, breaking the law in another way or violating the Regulations.
3. We may suspend the User Account of a User when we have suspicion of them committing fraud, breaking the law in other ways or violating the Regulations, and there have been procedures introduced in order to confirm or disprove such a suspicion. If the User's Account gets suspended, we may impose restrictions on their ability to withdraw the funds from Fundraiser's Accounts as well as ability to accept Donations on Fundraisers. Should the suspicion be disproved, we will promptly restore the User's full access to their User Account. If the suspicions get confirmed, User's Account will be deleted (apart from us taking any other legal measures). Please note that the automatic withdrawals block after reaching the amount thresholds indicated in point 5.1 does not constitute a User Account suspension and does not mean that we have any particular suspicions concerning your Fundraiser - this is a normal procedure that we apply equally to all the Organisers.
4. If we delete a User's Account due to the User breaking the law or violating the roles set in the Regulations, we may take measures to prevent them from creating a new account (blacklisting).
5. If we delete a User Account and there are still funds left on any of the User's Fundraisers' Accounts, we may:
  1. follow any legally issued instructions as to the funds' disposal given by competent authorities (e.g. law enforcement) - if we receive such instructions, we must always comply and the following points do not apply;



2. transfer the Fundraisers' Accounts balances back to the Supporters, acting on the roles stipulated in pt. 11 - if there are any suspicions of fraud or acquiring the Donations in an otherwise unfair way;
3. execute a withdrawal of all the funds to the Organiser's Bank Account - if there is no suspicion of fraud and the account deletion arises from other reasons.

## **XI. REFUNDS**

1. The Organiser may decide to refund any single Donation by giving us such an order. The Organiser may also decide to refund all the balance of the Fundraiser back to the Supporters.
2. Refunds by the Organiser will be disabled if the withdrawals from the Fundraiser's Account are restricted for any reason.
3. If the balance of the Fundraiser's Account is insufficient to refund all the Donations in full (due to the Organiser's withdrawals), and the Organiser orders us to refund all the balance of the Fundraiser's Account or we decide to refund it in instances stipulated elsewhere in the Regulations, the refunds are made in the order from the most recent to the oldest Donations. Should the amount left while making refunds be insufficient to cover a specific Donation, this refund is not executed and we make a refund to the next Supporter in line. If the amount left after making refunds in this order is insufficient to cover any Donation in full, we make a partial refund in this amount to the first Supporter in line who didn't get a full refund.
4. Refunds are made in the euro currency to the Supporter's bank account of the payment card that the Donation was made from or directly to the Supporter's bank account if the Donation was made by bank transfer. If such an account is held in a currency other than euro, third party charges or exchange rates may apply.

## **XII. ANTI MONEY - LAUNDERING/ COUNTERING THE FINANCING OF TERRORISM**

1. As a payment services provider with its registered office in Poland, we are subject to the Polish Anti - Money Laundering and Countering the Financing of the Terrorism Act of March the 1st 2018, as well as the applicable EU Regulations concerning the subject. These form the legal ground for our rights and duties in that matter.
2. In order to fulfill our legal duties, we need to monitor the transactions on the Website in order to find irregularities that might indicate the suspicion of money laundering or financing of terrorism. We also might need to ask you additional questions or request additional documents from you in order to better understand the nature of your transactions or your goal in having a business relationship with us. This may also happen in instances not stipulated elsewhere in the Regulations. Failure to provide us with reasonable explanation and/or the requested documents might result in restrictions on your User Account or our business relationship being terminated. We are also bound to report any

suspicions of money laundering or financing of terrorism to the relevant authorities.

### XIII. INTELLECTUAL PROPERTY RIGHTS

1. The name of the Website, our logo, graphic design, software, Website code and database are subject to legal protection as intellectual property.
2. By posting anything on the Website (e.g. photos on your Fundraiser, Digital Offers you make), you confirm that the way you use it does not infringe any intellectual property rights of any third party.
3. If you claim that anything posted by any User infringes your intellectual property rights, you may contact us at [contact@4fund.com](mailto:contact@4fund.com) (where possible by providing us with proof of your rights). We will block such content if there is any suspicion of such infringement.
4. If we find your Fundraiser particularly interesting, fresh or worthy of support, we may promote it on our Website or outside the Website (e.g. on our social media or on Google ads) free of charge. Such advertising might be combined with the promotion of the Website itself. By publishing a Fundraiser on the Website, you give us permission to use the content you post in such a way.

### XIV. COMPLAINTS

1. If you believe our payment services are of an insufficient quality or we provide them in violation of these Regulations, you may file a complaint to us. The complaint may be posted to [contact@4fund.com](mailto:contact@4fund.com) or in writing to our office: Zrzutka.pl sp. z o.o., al. Karkonoska 59, 53-015 Wrocław, Poland. You may also file the complaint by person at our office if you wish.
2. In your complaint, you should shortly describe the matter in question and provide sufficient data for us to identify it. If we are unable to do this, we might ask you to provide further explanation before we answer the complaint.
3. We will provide an answer to your complaint as soon as possible, not later than in 30 days since it has reached us. In complex matters, we might extend the time to answer for another 30 days, but if we do so, we will notify you of it in the original time of 30 days since we acquired your complaint, explaining why we have found the matter complex. Our answer will be sent by email, or should you request it, by post.
4. Please note that we do not process the Donation payments ourselves (our payment services are limited to maintaining Fundraiser's accounts and processing withdrawals). If you have a complaint regarding the Donation payment process, you should file it directly to PayU S.A. The way of filing and processing such a complaint is stated in their terms of service accepted when making a Donation (also available [here](#)). You can also post such a complaint to us and we will further it to PayU S.A.

## XV. OPINIONS AND COMMENTS

1. Users can post their opinions and comments on the Website (e.g., when making a donation, expressing their views on a particular Fundraiser or blog post).
2. The content of specific comments and opinions is checked by our employees as part of standard verification activities.
3. Our employees remove opinions and comments that contain illegal content, i.e. any information that, in itself or in relation to an activity, including the sale of products or the provision of services, is not in compliance with Union law or the law of any Member State which is in compliance with Union law, irrespective of the precise subject matter or nature of that law.
4. In addition, our employees may also refuse to publish or may delete any content that:
  - a) is inconsistent with the subject matter, e.g. with the topic of a particular Fundraiser or blog post;
  - b) contains links;
  - c) is used to conduct activities competitive to ours, e.g. promoting competitive websites;
  - d) is used to conduct prohibited advertising, promotional and marketing activities, in particular by posting advertisements and promoting products, services and projects;
  - e) is used to conduct activities prohibited by law, e.g. attempts to fraud and extort funds from other Users;
  - f) incites violence against any living beings, including animals, or approves such violence;
  - g) propagates any fascist or other totalitarian state system;
  - h) incites hatred based on differences of gender, sex, nationality, ethnicity, race, religion or on the basis of irreligiousness, or approves such hatred;
  - i) insults a group of people or individual persons because of their gender, sexual, national, ethnic, racial or religious affiliation or because of their lack of any religious denomination;
  - j) contains signs of gender discrimination or is of a chauvinistic and/or misogynistic nature;
  - k) defames or insults any third party;
  - l) violates the personal rights of any third party;
  - m) contains explicit language or other content of an offensive nature;
  - n) incites or approve dangerous behavior;
  - o) offends religious feelings;
  - p) may cause discomfort to others, in particular through lack of empathy or respect for other users;
  - q) violates the applicable legal order or public decency in any other way.

5. Explicit language and links to fundraisers organized on crowdfunding websites are automatically removed from the content of opinions and comments (to avoid spam).
6. Users who consider the content of an opinion or comment published on the Website to be illegal or violating the terms of the Regulations may send us a report regarding this content using the form linked [here](#).
7. We consider the report and make a decision on the content to which the report relates in a non-arbitrary, objective and timely manner (up to 14 days).
8. We notify the person who submitted the report about the decision made without undue delay.
9. Our decision may be to remove the content or leave the content on the Website.
10. In the case of removal of an opinion or comment, our employee informs the User who was its author about this fact. The user may appeal our decision within 14 days of receiving the reasons for its removal.
11. The appeal should contain a comprehensive statement of reasons.
12. We consider appeals within 14 days.
13. If we become aware of any information giving rise to a suspicion that a criminal offence involving a threat to the life or safety of a person or persons has taken place, is taking place or is likely to take place, we shall promptly inform the law enforcement or judicial authorities of the Member State or Member States concerned of its suspicion and provide all relevant information available.
14. We have designated an electronic point of contact associated with the Website for direct communication with Member State's authorities, the Commission and the Board - use this e-mail address: [contact@4fund.com](mailto:contact@4fund.com).

## XVI. MISCELLANEOUS

1. The use of the Website depends on the fulfillment of technical requirements. In order to use our services properly, the User should be in possession of:
  1. a device that allows the User to use the resources of the Internet,
  2. connection to the global Internet network,
  3. an updated web browser that supports SSL-encrypted connections.
2. Using all or some of the functionalities of the Website may require the installation of software such as Java or JavaScript, as well as accepting cookies in the browser settings and being in possession of an e-mail address and a mobile phone.
3. If the funds on the Fundraiser's Account are seized in an enforcement proceeding, we may be forced to transfer them to the competent authority (e.g. bailiff). If the amount of the seizure we are notified of is higher than the Fundraiser's Account balance at the time of the notice, we may also block the possibility to make Donations to the Fundraiser in order to protect the Supporters from donating to a purpose that will not get realised - unless the Fundraiser's purpose was to cover

the debts of the Organiser.

4. On the Website it is possible for the Registered Users to comment on the other Users' Fundraisers. The Organiser of the Fundraiser may at any time block the ability to comment on it, which will also result in hiding all the previous comments. It is forbidden to use derogatory language in the comments, provide illicit content in them (including links to the sites with illegal content), provide links to your own Fundraisers in them (spamming), or to use them to defame or offend anyone. We may delete such comments, and - in extreme cases - delete or suspend the User's Account of the User.
5. Due to our legal obligations in anti-money laundering and counter terrorist financing, it is forbidden to use the Fundraisers you create in another way than to collect money from Supporters in order to realize your Project, particularly in order to abuse any special offers or promotions in banks or other payment services providers where you need to make a certain turnover on an account or instrument. The Fundraiser is not intended to serve as a digital wallet where only the Organiser himself would make Donations. Such Fundraisers may be deleted by us, and in extreme cases we may also suspend or delete their Organiser's User Account.
6. In the event of the Organiser's death:
  1. if the Fundraiser was organised to fulfill the Organiser's private goals - we block the Fundraiser until his heirs come forward. After we acquire a legal proof of their inheritance, we transfer the funds gathered on all such Fundraisers to them and then close the User Account of the deceased Organiser.
  2. if the Fundraiser was organised for a Beneficiary - we may contact the Beneficiary and transfer the amount gathered on the Fundraiser's Account to them. This constitutes an exception to the role that the Organiser is regarded as an owner of all the funds gathered on the Fundraiser's Account.
7. These Regulations are made under Polish law. Unless the law entitles you to pursue your claims against us in your country, the court competent to resolve any matters arising between us shall be the court of our registered office.
8. These Regulations are made in English which remains their only original language version. Users from non-English speaking regions may be redirected to the machine-translated version of the Website or they may opt to view the Website in their chosen language, which would make it possible to view the Regulations in other languages. In such a case, should an error or ambiguity result from a translation, the original English version of the Regulations shall prevail. The aforementioned rule is also applicable to any other texts, information or communication on the Website.
9. If, for any reason, we ever decide to permanently terminate our services, we will notify our Users about it. Since that date, it will be impossible to organise new Fundraisers and the already existing Fundraisers will be able to continue for the time indicated in such a notice. After that time, all Fundraisers will be deleted and we will transfer the balances of all Fundraisers' Accounts to the Organisers' Bank Accounts.

## COSTS

Are you wondering how much does it cost to host a fundraiser on 4fund.com? You can start and manage your fundraiser without fees! Setting up and using an account on 4fund.com is **100% FREE for everyone**. We give you a unique opportunity to create a fundraiser with no upfront cost. In addition, there is also no commission on deposits and withdrawals..

**Donators will also not incur any fees or commission**, regardless of the chosen payment. 100% of your donation goes to the Organiser of the fundraiser - there is no obligatory transaction fee. Donators can help power 4fund.com with an optional support, but it's never required.

In the donation and withdrawal process, we have added the option to support 4fund.com - if you do not want to donate, do not tick the checkbox for supporting us, and when we remind you to support by highlighting the relevant section - select 'No, thank you'.

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Our core services are completely free, but as an Organiser you can also purchase various promotion and enhancement options. You can check their prices below.

Premium services*	Duration	Price
Individual website address (alias)	7 / 14 / 30 days	1 / 2 / 3 euro
Promoted fundraiser**	7 / 14 / 30 days	5 / 10 / 15 euro
Highlight of promoted fundraiser**	7 / 14 / 30 days	8 / 16 / 24 euro
Package (individual website address, promoted fundraiser and highlight)**	7 / 14 / 30 days	9 / 18 / 27 euro

\*Before accepting the premium services of the fundraiser, documents proving the credibility of the fundraiser will be required. If these are not submitted, the premium features of the fundraiser may be rejected.

\*\*Coming soon

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## Fees for returns

The fee for one return transaction is EUR 0.5.

All amounts quoted are gross amounts.

## FRAMEWORK AGREEMENT

### Appendix No 1 - FRAMEWORK CONTRACT FOR PAYMENT SERVICES PROVISION

#### I. TERMS USED IN THE CONTRACT

1. Unless otherwise specified in this Framework Contract for payment services provision (hereinafter: the Contract), any capitalized term used in it has meaning specified in pt 1 of 4fund.com terms of use (hereinafter: the Regulations), which



the Contract is an appendix to. Any legal terms used in the Contract have the meaning assigned to them by the Directive (EU) 2015/2366 of the European Parliament and of the Council of 25 November 2015 on payment services in the internal market, amending Directives 2002/65/EC, 2009/110/EC and 2013/36/EU and Regulation (EU) No 1093/2010, and repealing Directive 2007/64/EC, which the Polish PSA is an implementation of.

## II. CONTRACT'S CONCLUSION

1. The Contract is concluded between the Organiser and us when the last of the following conditions is fulfilled:
  1. the Organiser has completed the identity verification as stipulated in pt. 3.3. of the Regulations;
  2. the Organiser has organised their first Fundraiser.
2. The contract is concluded for an indefinite period.

## III. INFORMATION ON SERVICE PROVIDER

1. Payment services provided on basis of the Contract are provided directly by us, that is: Zrzutka.pl sp. z o.o., a limited liability company (spółka z ograniczoną odpowiedzialnością) with its registered office in Poland, al. Karkonoska 59, 53-015 Wrocław, with TIN (NIP) number 8992796896, entered into the Companies Registry (KRS) under the number 0000634168.
2. We are a payment services provider (krajowa instytucja płatnicza) licensed by the Polish Financial Supervision Authority (Komisja Nadzoru Finansowego) with license number IP48/2019. You may check our status as a payment services provider [here](#). We have reported the intention to provide our payment services in all of the EEA countries on freedom to provide cross-border services basis to our supervision authority and it was forwarded to all the financial supervision authorities in the EEA. No authority objected to us providing such services in their country nor restricted any terms for us to be able to do so.

## IV. INFORMATION ON SERVICES PROVIDED

1. On terms specified in this Contract, we provide the following payment services to the Organiser:
  1. maintaining a payment account in form of a Fundraiser's Account for each separate Fundraiser;
  2. processing credit transfers on payment order made by the Organiser - in form of withdrawal of funds from the Fundraiser's Account to Organiser's Bank Account;
  3. processing credit transfers on payment order made by the Organiser - in form of returning the Donations to the Supporters;

4. issuing a payment instrument in the form of functionalities of the Website enabling the submission of payment orders.
2. A Payment Order may be submitted by the Organiser only via the Website.
3. The Organiser's funds gathered on the Fundraiser's Account are not subject to interest.
4. With exceptions stated in the Regulations, the funds gathered on the Fundraiser's Account can be used only for the execution of the Organiser's payment orders and a) withdrawn to the Organiser's Bank Account b) returned to the Supporters.
5. In order to place a withdrawal payment order, the Organiser must first assign a payment card issued by a financial institution that supports the VISA Direct ® or Mastercard Send ® solution to their User Account as described in pt. 4.13 of the Regulations. Should the financial institution issuing the card not support the applicable solution, withdrawal payment orders will not be executed until the Organiser assigns a card from the institution that does.
6. Credit transfers ordered in amounts higher than the current balance of the Fundraiser's Account will not be processed.
7. The payment transaction is authorized by the Organiser by selecting the "withdraw" option in their User Account, setting the withdrawal amount and clicking the "withdraw" button. In addition, creating a trusted recipient, ordering returns from Fundraiser's Account to the Supporters, access to the verification tab, access to the screen with the history of withdrawals (if it is used for the first time or if it is to include the history of withdrawals older than 90 days or if more than 90 days since the Organiser last accessed information on the history of withdrawals or 90 days have passed since the last use of strong authentication) requires the Organiser to provide the Authentication Code sent to the e-mail address or to his mobile phone number (if he provided this number ) assigned to the User Account. Until the Organiser provides the Authentication Code, the payment transaction or the service referred to in the previous sentence is not performed.
8. Payment transactions are processed in euro currency.
9. Maximum single withdrawal amount is 20.000 EUR. The Organiser may also set their own single and daily transaction limits in their User Account.

#### **V. STRONG CUSTOMER AUTHENTICATION**

1. Whenever a transaction is to be confirmed by a strong customer authentication, an Authentication Code is generated and sent to the Organiser's e-mail or to his mobile phone number (if he provided this number).
2. The Authentication Code is valid for 5 minutes since it has been generated.
3. Five consecutive attempts to verify with a wrong login, password or Authentication Code result in the ability to verify being temporarily blocked for 30 seconds. Ten such trials result in the ability to verify being temporarily blocked for 30 minutes.
4. If, after gaining access to their Fundraiser's Account, the Organiser is idle for 5 minutes, they are automatically logged off.

5. After the Contract has been terminated, we will erase the Organiser's login and password as well as deactivate any Authentication Codes.

#### VI. DEADLINE FOR COMPLETION OF THE PAYMENT TRANSACTION

1. Due to the use of MasterCard Send ® and Visa Direct ® solutions, most payment transactions (both withdrawals from the Fundraiser's Account and crediting it with a Donation) should be completed in near-real time. However, the guaranteed deadline for completion of payment transactions is until the end of the next working day after the payment order has been placed. If the payment order has been placed on a non-working day, the deadline is the next working day after the first working day that follows.
2. A payment order cannot be withdrawn after it has been authorized as stipulated in p 4.7

#### VII. INFORMATION OBLIGATIONS

1. After the Contract has been concluded, the Organiser may request that we send them a hard copy of the Contract to their postal address or that we send them an electronic copy of the Contract to their email address at any time. Before its conclusion, the Contract is available on our website [here](#).
2. After receiving the payment to the Fundraiser's Account and after completing the payment transaction, we provide the Organiser with the following information:
  1. identifying the payment transaction and the payer or payee;
  2. indicating the amount of the payment transaction;
  3. regarding the amount of any fees and commissions for the payment transaction;
  4. specifying the date of receipt of the payment order.
3. After logging in to the User Account, the Organiser may verify the status of the payment transaction and the balance of the Fundraiser's Account at any time, subject to the lack of access to the User Account due to technical work planned in advance.
4. Confirmation of the payment transaction is issued in electronic form and available on the Website.
5. Organiser may access the history of their payment transactions at any time by logging in to their User Account and choosing the "Finances" button on their Fundraiser.
6. We provide all our customers that have the consumer status with a summary of all fees charged by us for payment transactions at least once a year. The summary is sent to the Organiser's e-mail. The summary is provided free of charge. The Organiser may request that we send a hard copy of the summary to their postal address.

#### VIII. THIRD PARTY PAYMENT SERVICES

1. We provide our own payment services, stated in pt. 4.1., only for the Organiser. The payment initiation service required for making a Donation to a Fundraiser is provided by a third party - PayU S.A., with the registered office in Poznań, 60-166 Poznań, at ul. Grunwaldzka 186, a licensed payment services provider, supervised by Polish Financial Supervision Authority, entered into the Register of payment services providers under the number IP1/2012, with TIN (NIP) number 7792308495, entered into the Companies Registry (KRS) under the number 0000274399. You may check their payment services provider status [here](#). We, however, cover all the PayU S.A. fees for such a transaction - no fee is charged on the Supporter.

#### IX. FEES AND CHARGES

1. We do not charge any fee or commission on payment services stated in pt. 4.1. and we cover all PayU S.A. fees charged on payment services required for the process of making a Donation. We will, instead, ask the Supporters and the Organisers to make a separate donation to us when they are placing their payment order. This donation is fully optional, meaning that denying to make it will in no way affect the processing or completion of the payment order.
2. We do charge fees for some premium services, that are not payment services but may positively affect the public visibility or popularity of your Fundraiser. Such services and corresponding fees are listed in Appendix no. 2 to the Regulations - table of fees and charges.

#### X. DENIAL OF SERVICE

1. We may deny or postpone the execution of a payment order after it has been authorized if:
  1. the payment order has been placed in another way than according to the procedure stipulated in the Contract (e.g. by e-mail, in writing);
  2. the balance of the Fundraiser's Account is insufficient to execute the payment order;
  3. the ability to make withdrawals and/or receive Donations remains temporarily blocked in instances indicated in the Regulations;
  4. we have reasons to suspect that the payment order is an effect of a fraud, particularly that an unauthorized person has gained access to the Organiser's User Account;
  5. we are restricted from processing the Organiser's transactions by the applicable anti-money laundering and countering the financing of terrorism regulations, particularly when we are unable to apply customer due diligence (e.g. to establish the source of funds on the Fundraiser or the Organiser's

purpose in using our services).

2. The Organiser will be informed of the denial to execute their payment order via their User Account. If the law does not restrict us from providing such information, we will indicate the reason for denial or postponing the execution of a payment order as well as point out a way of correcting the payment order so that it is executed.
3. The customer is hereby informed that in addition to denying or postponing execution of a payment order, we are obliged to notify the competent authorities, including law enforcement, of any illicit behavior concerning the use of our payment services that we know of or have reasonable grounds to suspect.
4. We do not bear liability for denial or postponing the execution of a payment order if it has been based on grounds stated above or it arises from an order to do so given by a competent authority acting within the law.

#### **XI. SAFETY OF THE PAYMENT TRANSACTIONS**

1. The security of the operations of the Website, including the security of communication, is ensured in particular by: a) using software that allows control of the flow of information between the Operator's IT system and the public network, b) ensuring that the customer uses the Website in a way that prevents unauthorized access to the content of the message, c) ensuring customer authentication at least by providing a Password and Login.
2. The Customer's use of the Website is done in a way that prevents unauthorized access to the content, in particular by means of an encrypted SSL connection.
3. The payment order is secured on the Website by: a) identification of the customer, b) authorisation of the payment order by the customer
4. The password to the User Account and the Authentication Code: a) are intended only for the customer, b) may not be disclosed in any form to third parties, including family members, c) are not known to the authorities or our employees, as well as other entities acting on our behalf, d) are sent in accordance with procedures ensuring their confidentiality with the use of computer programs, and obtaining information about one of them does not allow obtaining information about the other at the same time.
5. We apply a secure procedure for notifying the customer in the event of fraud or suspicion of fraud or security threats. Such a notification will be available on the User Account after logging in and we will notify the customer of its availability by SMS (if the customer provided their phone number) or e-mail without disclosing the content of the notification.
6. Procedure described in p 11.5 above will be used also in order to notify the customer of the serious IT security breaches or incidents that may affect their financial interests or data integrity.

#### **XII. CUSTOMER'S DUTIES REGARDING THE SAFETY OF PAYMENT SERVICES**

1. The customer must securely and carefully store their personalized data securing access to the User Account (Login, Password) and secure access to Authentication Codes, biometric data or other personalized security data in such a way that no other person has access to it.
2. The customer should use anti-virus software, firewalls and appropriate security patches to ensure the security of the submitted payment orders, as well as analyze serious threats and risks arising from downloading software from the Internet if the Customer is not sure that the software is authentic and has not been manipulated.
3. The customer should only use the authentic Website, i.e. with a certificate indicating our data. The customer should make sure that they have not been redirected (e.g. from an e-mail not coming from us) to an inauthentic page.
4. The customer is not allowed to provide his personalized security data to other people or to grant them access to the devices used by the customer to the extent that it would enable making payment transactions using the User Account (except for external service providers, if necessary).
5. The customer is obliged to check the correctness of the payment transaction data (e.g. payment amount, date) before authorizing it.
6. The customer may not use external applications and mechanisms to remember the Login, Password or Authentication Codes, and other personalized security data on the computer, telephone or other mobile device through which the customer accesses their User Account.
7. In the event that the customer becomes aware or has justified reasons to suspect that a third party has obtained their data enabling them to log in to the Website, including the Login or Password, the customer should immediately report it to us at [contact@4fund.com](mailto:contact@4fund.com) and change their Login and Password.
8. If the customer suspects that a (potential) fraudulent transaction, suspicious event or unusual situation has taken place while they were using services on the Website, and that there have been attempts to use human manipulation techniques aimed at obtaining information or searching for information in networks in order to commit fraud or gain unauthorized access to a computer or network (social engineering attacks), they should immediately notify us at [contact@4fund.com](mailto:contact@4fund.com).
9. The Customer is obliged to report any cases of unauthorized or incorrectly initiated or executed payment transactions without undue delay as soon as they find out about such a payment transaction, but not later than within 13 months from the date of debiting their Fundraiser's Account or from the date on which the transaction was to be performed. Failure to report it within this period results in the termination of the Customer's claims against us for an unauthorized, non-executed or improperly executed payment transaction.
10. Communication via e-mail, to the customer's e-mail address, as well as through the User's Account on the Website constitute safe communication channels between us and the customer in the scope of correct and safe use of payment services. Any messages regarding our payment services sent via another channel are not reliable.
11. We will respond to any customer's notifications described above in the way stipulated in pt. 12.10. In the same way, we will notify the Customer about



(potential) fraudulent transactions or their non-initiation, and also warn about the occurrence of attacks, e.g. phishing or social engineering attacks, as well as inform the customers of any changes in our security procedures.

### **XIII. CUSTOMER'S LIABILITY FOR UNAUTHORIZED TRANSACTIONS**

1. The customer is obliged to immediately report any loss, theft, misappropriation or unauthorized use of the payment instrument or unauthorized access to this instrument to us by e-mail to [contact@4fund.com](mailto:contact@4fund.com) or by phone at 00 48 570 575 131.
2. Until we get the notification described in above, the customer who is a payer is responsible for unauthorized payment transactions up to the amount of 50 euros, if the unauthorized payment transaction is result of:
  1. payment instrument getting lost or stolen from the customer;
  2. payment instrument getting misappropriated.
3. The customer does not bear responsibility described above if:
  1. they were unable to ascertain the loss, theft or misappropriation of the payment instrument prior to the execution of the payment transaction, except when the customer acted intentionally or;
  2. the loss of the payment instrument before the execution of the payment transaction was caused by an act or omission on the part of our employee or any of our contractors that support us in providing the payment services (e.g. data storage, IT contractors)
4. After submitting the notification referred to in point 12.1 above, the customer who is a payer is not responsible for unauthorized payment transactions, unless he caused them intentionally.
5. The customer who is a payer is liable for unauthorized payment transactions in the full amount if they caused them intentionally or they are a result of their willful misconduct or gross negligence of at least one of the obligations specified in the Contract. In this case, points 12.3 and 12.4 above do not apply.
6. If we do not require strong customer authentication, the customer who is a payer shall not be liable for unauthorized payment transactions, unless they acted intentionally.
7. If we do not provide appropriate means to make the notification referred to in point 13.1 above, the customer who is a payer is not responsible for unauthorized payment transactions, unless they caused them intentionally.

### **XIV. OUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS**

1. In the event of an unauthorized payment transaction, we will immediately - not later than by the end of the working day following the date of when we found out about the occurrence of an unauthorized payment transaction which was charged to the Fundraiser's Account, or the date of receiving a relevant notification - return

the amount of the unauthorized payment transaction to the customer, unless we have reasonable and duly documented grounds to suspect fraud and have informed the competent law enforcement authority about it in writing. We will restore the debited Fundraiser's Account to the state as if the unauthorized payment transaction had not taken place, crediting it with the value date no later than the date of debiting it with the amount of the unauthorized payment transaction.

2. If the Payment Order is submitted directly by the customer who is the payer, we are liable to them for non-execution or improper execution of the payment transaction, unless:
  1. the customer fails to make the notification to us referred to in pt. 12.7 - 12.9 or 13.1;
  2. non-performance or improper performance of the Payment Transaction is caused by force majeure or results from legal provisions;
  3. we are able to prove that the account of the payee has been credited with the amount of the payment transaction initiated by the customer no later than by the end of the next working day after receiving the payment order.
3. If we are liable according to pt. 14.2, we will restore the debited Fundraiser's Account to the state as if the non-execution or improper execution of the payment transaction had not taken place. If that means crediting the Fundraiser's Account, the value date of crediting it may not be later than the date of debiting it.
4. In the case of a non-executed or improperly executed payment transaction, regardless of our liability, at the request of the payer, we shall immediately take steps to trace the payment transaction and notify the payer of our findings free of charge.
5. Our liability stated in this point does also include any interest or fees that the customer has been charged with due to our non-execution or improper execution of payment order.

#### **XV. COMPLAINTS CONCERNING PAYMENT SERVICES**

1. If you believe our payment services are provided to you with breach of applicable law, dishonestly, misleadingly or you are in any way dissatisfied with their quality, you may file a complaint with us. The complaint may be filed in paper by posting it to: Zrzutka.pl sp. z o.o., al. Karkonoska 59, 53-015 Wrocław, Poland, or by e-mail sent to [contact@4fund.com](mailto:contact@4fund.com).
2. The complaint should be comprehensive enough and contain all the information necessary to identify you as the user of our payment services (i.e. your e-mail address that is assigned to your User Account) as well as the service that you believe was non-executed or improperly executed, reasons for such a belief, and your expectations on the solution of the matter.
3. We may ask you to clarify or state the information indicated above if your complaint does not include them. In that case, the deadline for us to consider your complaint begins once you complete this information.
4. We will answer your complaint no later than 30 days after we receive it. In

particularly complex matters, where we would be unable to answer you in 30 days, we may extend this deadline up to 60 days after we receive your complaint. However if that is the case, we will inform you that we find the matter complex - and explain why - no later than 30 days after we receive your complaint.

5. If we fail to answer your complaint in deadlines indicated above, it is assumed that we have agreed with your stance and accept your demands.
6. We will answer your complaint in paper if we have your posting address or you have provided us with it in your complaint, unless you have clearly demanded that we send you our answer in an e-mail.
7. If you are not satisfied with the way we handled your complaint, you may file a complaint to the Financial Ombudsman (more information [here](#)) or to the Polish Financial Supervision Authority (more information [here](#)). You may also use the European Online Dispute Resolution platform available [here](#).

#### XVI. COMMUNICATION

1. We communicate with our customers:
  1. via the Website by displaying information in the Organiser's User Account
  2. via e-mail messages sent to the customer's address indicated during User Account registration.
2. You may communicate with us by sending an email to [contact@4fund.com](mailto:contact@4fund.com) or by posting a letter to: Zrzutka.pl sp. z o.o., al. Karkonoska 59, 53-015 Wrocław, Poland

#### XVII. CHANGES IN THE CONTRACT

1. We reserve the right to make changes in the Contract due to important reasons, e.g. new legal requirements or changes in the way we provide our services. We will notify the customers of such changes not later than 2 months before they become effective. If you don't agree with the changes, you may inform us that you oppose them by sending an e-mail to [contact@4fund.com](mailto:contact@4fund.com). You may terminate the Contract at any time until the changes become effective. If you state that you do not agree to the changes, but do not terminate the Contract, your Contract will be terminated the day before the changes become effective. No charges are imposed due to the fact of terminating the Contract.
2. If any of the changes made in the Contract affect fees or charges imposed on the payment services, we will provide the customers with a comprehensive document listing the new fees.

#### XVIII. TERMINATION OF THE CONTRACT

1. The customer may terminate their contract at any time by deleting their User Account or by posting us with a written declaration of termination of the Contract

to our postal address.

2. We may terminate the contract at any time, without giving a reason, with at least a two-month notice period through a statement made on paper or on another durable medium, including by sending it to the customer's e-mail address.
3. We may terminate the contract with no prior notice if:
  1. we decide to terminate the User's Account acting on grounds stated in the Regulations due to the Organiser violating law or the provisions of the regulations;
  2. we determine that the application of customer due diligence required by the applicable anti-money laundering and countering the financing of terrorism regulations is not possible in a given case.
4. In the case of terminating the Contract by the customer, it is only possible to terminate it once all the funds gathered on the Fundraiser's Account are either withdrawn or returned to the Supporters
5. In the case the Contract is terminated by us, we may make a forced withdrawal of the funds from all the Organiser's Fundraisers' Accounts to the Organiser's Bank Account. We will make such a withdrawal unless we have justified reasons to suspect that the funds gathered on the Fundraiser's Account come from an illicit source or are subject to a fraud and have notified the competent law enforcement authorities about it, in which case the funds may be subject to the provisions of such an authority or be returned to the Supporters.
6. If we terminate the Contract we will send a summary of all the fees charged by us for the Organiser's payment transactions from the moment the last summary was delivered to them no later than in 2 weeks after termination of the Contract by email.

#### **XIX. MISCELLANEOUS**

1. The contract is concluded in English, which remains its only original version. This is applicable also if the User views the machine-translated version of the website as stipulated in pt. 15.7 of the Regulations. The English original version of the contract may be viewed after changing the Website's language to English. The communication between us and the customer is in English unless we mutually agree to continue it in another language. For customers convenience, the messages to the customers who view the Website in language versions other than English may include a machine-generated translation of the message to their chosen language. In such a case, the original language of the message is still English. If the customer finds the content of the message incomprehensible or ambiguous, they should switch the language on the Website to English to receive the further messages in English and write to [contact@4fund.com](mailto:contact@4fund.com) to receive the English original of the previously received message.
2. If the customer does not have the consumer status, the following articles of the PSP are not applicable: art. 34, art. 35-37, art. 40 pt. 3 and 4, art. 45, art. 46 pt. 2-5, art. 47, art. 48, art. 51 and art. 144-146. In the case of customers who are not consumers, the deadline for reporting identified unauthorized, non-executed or improperly executed payment transactions, under the pain of expiration of claims



for such payment transactions, is 14 days from the date of receipt of the payment order by the us.

3. The Contract is concluded under Polish law.
4. If the customer is not a consumer, any disputes related to the Contract are subject to resolution by common courts competent for our place of registered address.