

## TERMES I CONDICIONS

- I. Only natural persons can open an account by using our standard online registration and verification. If you represent a legal person or other entity, you may contact us at [contact@4fund.com](mailto:contact@4fund.com) or by using a special form available in the registration process and verification process and we may decide to open an account for it. If we do so, we will guide you through the onboarding process. Please note that the following Regulations directly apply only to accounts of natural persons. For legal persons or other entities, their provisions may be applied differently and we may further specify the terms of use of the Website in a separate agreement.
- II. To create a 4fund.com account, you must be a resident of one of the European Economic Area countries. You will also need to be a holder of Mastercard or Visa payment card issued in one of the European Economic Area countries by a financial institution that supports the VISA Direct ® or Mastercard Send ® solution to withdraw the funds collected on your Fundraiser;
- III. One person can only hold one 4fund.com account. You can, however, organise as many Fundraisers as you like;
- IV. An account may only belong to one person. We do not offer shared accounts. You are also not able to transfer your account to someone else;
- V. Only one card can be assigned to your 4fund.com account at a time. You may change the card linked with your 4.fund.com account, though there is a limit of no more than 3 such changes in 30 days.

## COSTOS

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, move the support-slider to zero during payment, and during withdrawal 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.

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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.

## ACORD MARC

### 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 or Fixed Beneficiary'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 c) withdrawn to the Fixed Beneficiary's bank account.
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 or UAB ZEN.COM, with its registered office in Vilnius, LT-09320, at Lviso g. 25-104, licensed financial institution under the supervision of the Central Bank of Lithuania, license of electronic money institutions number LB000457, registration number of the company 304749651, VAT ID LT100011714916. You may check their payment services provider status [here](#). We, however, cover all the PayU S.A. and UAB ZEN.COM 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. or UAB ZEN.COM 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.