REGULATIONS

FOR THE BLIK MOBILE PAYMENTS SYSTEM

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Contents

PART A: REGULATIONS FOR THE BLIK PAYMENT SCHEME

I. GENERAL PROVISIONS

§ 1

1. The BLIK payment scheme is a payment scheme within the meaning of the Act of 19 August 2011 on payment services (Journal of Laws No. 199, item 1175, as amended) operated by Polski Standard Płatności Sp. z o.o. as a payment organisation, closely linked with the BLIK Mobile Payments System operated by Polski Standard Płatności Sp. z o.o. as an operator of the payment system within the meaning of the Act of 24 August 2001 on settlement finality in payment and securities settlement systems and the rules for monitoring these systems (Journal of Laws No. 123, item 1351, as amended).

2. This document sets forth the Regulations for the functioning of the BLIK Payment Scheme, and in particular it specifies:

   1) the rules for participation in the scheme and duties of the Participants of this scheme,

   2) the types of payment instruments that can be offered by Participants within the framework of the scheme,

   3) technical and organisational requirements related to participation in the BLIK Payment Scheme, as well as requirements pertaining to the rules for making transactions in the BLIK Payment Scheme for PSP, Issuers, Acquirers, Merchants, Users and Institutional Users, including the rules for initiation, processing and input of Mobile Transactions for clearing in the BLIK Payments System or other payment systems, as well as the settlement of these transactions,

   4) requirements for providers of the technical infrastructure used in relation to entrusting the tasks related to the ongoing functioning of the scheme,

   5) processing and clearing currencies of payment transactions made using the payment instruments issued within the framework of the scheme,

   6) infrastructure, payment systems and payment schemes to which the functioning of the scheme will be related,

   7) principles of responsibility of the scheme Participants and of PSP with respect to the processing and clearing of BLIK Transactions,

   8) principles of responsibility of the BLIK scheme Participants and of PSP with respect to the processing of complaints related to BLIK Transactions,

   9) risks existing in relation to the functioning of the scheme and the method of managing particular types of risks related to the functioning of this scheme,

10) organisational solutions of PSP as a payment organisation with respect to the structure and procedures for making decision with respect to the activities involving the processing of BLIK Transactions within the framework of the BLIK Payment Scheme, and the method of determining the costs of these activities.

§ 2

The terms used in the Regulations and other documents issued by Polski Standard Płatności Sp. z o.o. in relation to the functioning of the BLIK Scheme shall have the following meaning:

Term	Definition
Acquirer	entity being a Participant who, within the framework of payment services provided, enables the execution of Mobile Transactions conducted using Accepting Devices, by transferring data pertaining to Mobile Transactions for processing within the framework of the BLIK Scheme, and carrying out activities resulting in the transfer of funds in relation to the execution of Mobile Transactions to the Merchant or another entitled entity
Secured Agent	Acquirer who has an account with the Securing Issuer, designated for the Clearing and Settlement of Mobile Transactions input into the BLIK System by this Secured Agent
Merchant	shall mean: a) entity that, within the framework of its business activities, using an Accepting Device: - accepts funds in BLIK Transactions as the method of payment for goods of services offered by it or by entities operating on the Trading Platform operated by this Merchant, available to Users; or - enables initiating or initiates the BLIK Transaction within the framework of the authorisation granted previously by the User to the Merchant; b) an entered into the National Court Register non-profit foundation or association, including also a public benefit organisation, as defi¬ned in the Act of 24 April 2003 on public benefit activities and on volunteering, consolidated text of 9 June 2022 (Journal of Laws of 2022, item 1327), which accepts payments with the use of the BLIK Transactions; c) an entity or an organizational unit authorized on the basis of established law to accept payments of legal and administrative character, in particular taxes, fees and other public levies.

Alias	permanent (multiple-use) BLIK Code used for the purposes of identifying the Mobile Account, registered in the PSP System based on the order of the Issuer, used in compliance with the Technical Specification for Participants
Mobile Application	application for mobile devices made available to the Users by the Issuer, meeting the requirements set forth in the Agreement and the Regulations, and approved by PSP as a tool used by the Users to initiate or confirm BLIK Transactions
mPOS Application	application for mobile devices made available by the Acquirer, meeting the requirements set forth in the Agreement and the Regulations, and approved by PSP as a tool for the Merchant accepting Mobile Transactions initiated by the User with the Mobile Application
Authorisation	process carried out by the Issuer to confirm the possibility of executing the BLIK Transaction by the User or the Institutional User
Elixir	non-instant payment order clearing system operated by KIR
Express Elixir	Instant Transfer System operated by KIR
KIR	Krajowa Izba Rozliczeniowa S.A. (National Clearing House)
PFSA	Polish Financial Supervision Authority
BLIK Code	One-Time Code or an Alias necessary for Authorisation of the BLIK Transaction or authentication of a User or an Institutional User
One-Time Code	string of characters or digits generated by PSP or another string of characters or digits registered in the PSP System by the Issuer, which can be used only for the Authorisation of a single Mobile Transaction during its validity period set in the Technical Specification for Participants
Mobile Account	representation of the Mobile Application instance in the BLIK System or representation of another functionality made available by the Issuer, using the BLIK Code unambiguously identifiable with a unique identifier assigned by the Issuer
Mastercard	Mastercard Europe SA, with its registered office in Waterloo
MCBP	technology developed by Mastercard, based on tokenisation of payment instruments, allowing the performance of BLIK C Transactions initiated using the Mobile Application
NBP	National Bank of Poland

Ognivo	IT System enabling the exchange of information on complaints, operated by KIR
Trading Platform	type of the Accepting Device in the form of a communication and information service used for offering goods and services, allowing making payments through Mobile Transactions to sellers and services providers directly cooperating with the Merchant
Clearing Position	amount credited or debited to the particular party of the Mobile Transaction, for the performance of a Mobile Transaction
PSP	Polski Standard Płatności Sp. z o.o., with its registered office in Warsaw, ul. Czerniakowska 87a, entered into the register by the District Court for the capital city of Warsaw in Warsaw, 13th Commercial Division of the National Court Register with the KRS number 0000493783, Tax Identification Number (NIP): 5213664494, Statistical Identification Number (REGON): 147055889
Technical Account	bank account maintained for the benefit of PSP for the purpose of Settlement
Participant's Account	bank account indicated by the Participant, for the purposes of the Settlement
Regulations	contract template document including the Regulations for the BLIK Payment Scheme and the Regulations for the BLIK Payment System, together with appendices to this document setting forth the principles for the functioning of the BLIK Scheme and the BLIK system
Regulations for the BLIK Payment Scheme	Part A of the Regulations describing the Regulations for the functioning of the BLIK Scheme
Regulations for the BLIK Payments System	Part B of the Regulations describing the Regulations for the functioning of the BLIK System
Clearing	process carried out by PSP in order to calculate liabilities and receivables of each of the Participants and the Cooperating Scheme to the BLIK System, taking account fees due to Issuers, Acquirers and the Cooperating Scheme
Settlement	process of settlement of Mobile Transactions carried out by KIR, using the Elixir system via the Technical Account that is aimed at debiting or crediting accounts of Issuers, and crediting accounts of Acquirers or the Cooperating Scheme, whereas in the case of Secured Agents, aimed at

	debiting or crediting accounts maintained for these entities by Securing Issuers, based on the Clearing prepared by PSP
BLIK Scheme	BLIK Payment Scheme operated in relation to the BLIK Mobile Payments System by PSP as a payment organisation within the meaning of the Act of 19 August 2011 on payment services, allowing the correct execution of Mobile Transactions cleared in the BLIK System and allowing the execution of other BLIK Transactions cleared through intrabank transfers, or in payments systems other than the BLIK System, operated based on the Act of 24 August 2001 on settlement finality in payment and securities settlement systems and the rules for monitoring these systems (Journal of Laws No. 123, item 1351, as amended)
Cooperating Scheme	payment scheme within the meaning of the Act of 19 August 2011 on payment services, being a payment card system, operated by Mastercard and notified to the National Bank of Poland in accordance with Article 132zo of the Act of 19 August 2011 on payment services, cooperating with Polski Standard Płatności Sp. z o.o. with respect to BLIK-C Transaction processing
PSP Clearing Session	time period, based on which Clearing Positions of the Participants and of the Cooperating Scheme are calculated with respect to Mobile Transactions that were transferred for Clearing during that period
BLIK-C Transactions Acceptance Network	entities running points of sales or service points, operating contactless payment terminals allowing acceptance of BLIK-C Transactions, marked with the BLIK or Mastercard mark, located in the territory of the Republic of Poland or outside the territory of the Republic of Poland
Technical Specification for Participants	document presenting an overall description of the rules of the functioning of the BLIK System, attached as an appendix to the Regulations
BLIK System	BLIK Payment System operated by PSP based on licence no. D/III/SP/2014, issued by the President of the National Bank of Poland, being a payment system within the meaning of the Act of 24 August 2001 on settlement finality in payment and securities settlement systems and the rules for monitoring these systems (Journal of Laws No. 123, item 1351, as amended)
BLIK Mobile Payments System	functionally-related BLIK Scheme and the BLIK System

SPN Instant Transfer System	instant transfer system enabling on-line interbank clearings
PSP System	all or any of the IT systems used by PSP for the purposes related to the operation of the BLIK Scheme and the BLIK System
Tokenisation System	MDES IT system, managed and operated by Mastercard, carrying out the tokenisation function, used in the processes necessary for the purposes of executing BLIK-C Transactions
BLIK Transaction	transaction initiated or executed using the BLIK Code in accordance with the Agreement on Participation or another agreement concluded with PSP, by the Participant using BLIK Codes
BLIK-C Transaction	Mobile Transaction initiated with the Mobile Application in the POS terminal operated by an entity belonging to the BLIK-C Transactions Acceptance Network, implemented in a contactless way, based on the Alias, using the Tokenisation System and MCBP
Mobile Transaction	shall mean: a) transfer of cash to the account of the Merchant, made through the Acquirer providing services to this Merchant, debiting the account kept by the Issuer for the User, based on the order initiated by the User using the Mobile Application; or b) funds withdrawal or payment executed based on the order made by the User, using the Mobile Application; or c) transfer of funds to the account of the User, made through the Cooperating Scheme or the Acquirer providing services to this Merchant, who accepted the order to return funds to the account of the User, initiated using the Mobile Application or a unique identifier of the Mobile Transaction to which the return refers; or d) transfer of funds to the account of the Cooperating Scheme, debiting the account kept by the Issuer for the User, made based on the order to execute the BLIK-C Transaction initiated by the User using the Mobile Application, e) P2P Transaction cleared using the BLIK System or P2P-R Transaction cleared using the BLIK System.
P2P Transaction	transaction made within the framework of the BLIK Scheme, using internal transfers (for P2P Transactions between Users or between the Institutional User and the User, where they are the clients of the same Issuer), Instant Transfer System or the BLIK System between two Users or between the Institutional User and the User, without intermediation of

	the Acquirer, in the case of which the NRB number of the recipient is determined using the Mobile Accounts database, whereas the sender identifies the recipient using a unique identifier previously explicitly assigned to the recipient in compliance with requirements set forth in the Technical Specification for Participants, especially a mobile telephone number or an e-mail address
P2P-R Transaction	transaction made within the framework of the BLIK Scheme, using internal transfers (for P2P-R Transactions between Users, where they are the clients of the same Issuer), Instant Transfer System or the BLIK System between two Users, without intermediation of the Acquirer, initiated by the payment recipient by sending the message with a request for the transfer to the transfer sender through the PSP System, including information on details of the User requesting the transfer in compliance with requirements set forth in the Technical Specification for Participants
Participant	entity that concluded with PSP the Agreement on Participation, meeting conditions of participation in the BLIK Scheme and in the BLIK System set forth in the Regulations and the Agreement on Participation
Agreement on Participation	agreement concluded by and between PSP and the Participant, setting forth general principles of the functioning of the BLIK Scheme and the BLIK System, and describing obligations and rights of PSP and of the Participant with respect to PSP making available services within the framework of the BLIK Scheme and the BLIK System
Accepting Device	device or software operated by the Merchant or the Acquirer, allowing accepting payments by executing BLIK Transactions, in particular a POS terminal, software installed in an Internet store (eCommerce, mCommerce), mPOS Application, ATM, operated by the Merchant, Acquirer or an entity functioning in the BLIK-C Transactions Acceptance Network that is neither the Merchant nor the Acquirer
User	natural person who, pursuant to an agreement with the Issuer, uses the activated Mobile Application made available by this Issuer
Institutional User	legal person or unincorporated organisational unit that is granted legal capacity by the act, who uses the BLIK functionalities as provided for in the Technical Specification for Participants for this category of users, in accordance with the agreement with the Issuer
Issuer	entity that is the Participant of the BLIK System and the BLIK Scheme as the issuer of a payment instrument, making available the Mobile Application or another functionality using the BLIK Code in order to enable the execution of BLIK Transactions by Users or Institutional Users

Securing Issuer	Issuer obliged to ensure, on its nostro account with the NBP, the funds necessary for the purposes of Clearing and Settlement of Mobile Transactions input into the BLIK System by Secured Agents, for whom this Issuer keeps accounts designated for Clearing and Settlement of Mobile Transactions
Mark	trademark determined in an appendix to the Agreement on Participation, the property copyrights to which are held by PSP

II.   GENERAL INFORMATION ON THE BLIK SCHEME AND THE BLIK SYSTEM

§ 3

1. The BLIK Scheme operates on a continuous basis, i.e. on each day of the year, twenty-four hours a day, excluding scheduled technical breaks.

2. Payment transactions made using payment instruments issued within the framework of the BLIK Scheme are processed and cleared in Polish zloty.

3. BLIK Transactions can be initiated by Users and Institutional Users, at any time during the operation of the BLIK Scheme.

4. Mobile Transactions are cleared in net amounts, taking into account fees due to Issuers, Acquirers and the Cooperating Scheme.

5. Fees for services made available to Participants within the framework of the BLIK Scheme are calculated in accordance with the price list of services provided by PSP, attached as appendix no. 1 to the Regulations, and are cleared based on invoices issued on a monthly basis.

6. Organisational solutions of PSP as a payment organisation with respect to the structure and procedures for making decision with respect to the activities involving the processing of BLIK Transactions within the framework of the BLIK Scheme should ensure stable and safe functioning of the BLIK Scheme, and guarantee PSP's independence in terms of accounting, organisation and decision-making within the scope in question.

7. PSP independently and autonomously determines the costs of the activities carried out, involving the processing of BLIK Transactions, and takes these costs into account when developing the financial model of its functioning as a payment organisation operating the BLIK Scheme.

8. Principles of access to the BLIK Scheme are determined based on criteria that are objective, equal and proportional. Limitations of access to the BLIK Scheme cannot be greater than necessary in order to ensure the protection against specific risks, especially settlement risk,

operational risk and business risk, and the financial and operational protection of the stability of the BLIK Scheme.

9. As a payment organisation, PSP operates the BLIK System using its own technical infrastructure or establishes cooperation with providers, who as a result of mandating them to carry out tasks related to the current functioning of the BLIK Scheme, provide services at the level ensuring effective and stable functioning of the BLIK Scheme.

10. Participation in the BLIK Scheme and the BLIK System involves the Participants incurring business risks resulting from the potential occurrence of events triggering the settlement guarantee mechanism in accordance with the principles of the functioning of the BLIK System, and operational risks related to the potential occurrence of events involving the inability to process data by PSP or other disruptions in the functioning of the BLIK Scheme or the BLIK System.

11. The Issuer is the entity providing to the User or the Institutional User a payment service involving the provision of access to the payment instrument that allows commissioning the execution of BLIK Transactions. The Acquirer performs activities necessary to execute the BLIK Transaction, intermediating as the Participant of the BLIK Scheme and the BLIK System in the performance of the payment service provided to the User or the Institutional User by the Issuer making available the payment instrument in the form of a Mobile Application, service or functionality using the BLIK Code.

12. PSP processes the personal data of Users entrusted by Participants or the Cooperating Scheme within the scope specified in Agreements on Participation or other agreements for the purposes of performing activities related to the operation of the BLIK Scheme and the BLIK System.

III.   PARTICIPATION IN THE BLIK SCHEME AND THE BLIK SYSTEM

§ 4

1. Any entity with a registered office in the territory of a member state of the European Economic Area, that is authorised to carry out activities in the Republic of Poland in accordance with applicable regulations, as well as meets all the conditions listed below, can be a Participant of the BLIK Scheme and the BLIK System:

   a) is a domestic bank, branch of a foreign bank, credit institution or branch of a credit institution within the meaning of the Act of 29 August 1997 – Banking Law (consolidated text of 15 September 2017, Journal of Laws of 2017, item 1876), payment institution, hybrid payment institution, electronic money institution, hybrid electronic money institution, small payment institution with legal personality or hybrid small payment institution with legal personality within the meaning of the Act of 19 August 2011 on

payment services (consolidated text of 28 September 2017, Journal of Laws of 2017, item 2003),

b) signed the 'Agreement on Participation in the BLIK Scheme/System as the Acquirer' or the 'Agreement on Participation in the BLIK Scheme/System as the Issuer', and has accepted the provisions of the Regulations and appendices to the Agreement and to the Regulations, especially the Technical Specification for Participants,

c) holds a Participant's Account,

d) in the case of the Participant making available payment instruments – is authorised to provide payment services involving the issuance of payment instruments, and participates in the Elixir system operated by KIR and has a current account with the NBP that will be indicated by the Participant as the account that will be used for the purposes of Clearing and Settlement,

e) in the case of the Acquirer – based on the received administrative licence to carry out activities, is authorised to provide payment services involving acquiring, acceptance of cash payments, making cash withdrawals from the payment account or execution of payment transactions,

f) will pay the fee for joining the BLIK System in accordance with the price list of services provided by PSP (appendix no. 1 to the Regulations),

g) will pass the technology tests within the scope of cooperation with the PSP System, carried out in keeping with the principles and within the scope specified in the Technical Specification for Participants,

h) will not generate risk to the stability and proper functioning of the BLIK Scheme and the BLIK System,

i) will agree with PSP on the date of joining the BLIK System, will carry out the activities necessary to execute BLIK Transactions no later than 18 months of the date of concluding the Agreement on Participation in the BLIK System, and will not make a declaration of will resulting in excluding the application of the provisions of the Regulations determining the principles of the functioning of the BLIK System or BLIK Scheme to this entity,

j) is not an entity subject to special restrictive measures provided for in the law, in particular restrictions introduced pursuant to Article 118 of the Act of 1 March 2018 on counteracting money laundering and combating the financing of terrorism,

k) is not an entity entered on the list of public warnings kept by the Polish Financial Supervision Authority.

2. Participation in the BLIK Scheme is linked to participating in the BLIK System. The Participant cannot use the BLIK Scheme without concluding the Agreement on Participation in the BLIK System.

3. Certain functionalities may be made available to the Participant on the condition that this Participant meets the conditions set out in the Agreement on Participation or in the Regulations.

IV. OBLIGATIONS OF PSP AND OF THE PARTICIPANTS, AS WELL AS PRINCIPLES OF RESPONSIBILITY WITH RESPECT TO THE PROCESSING AND CLEARING OF BLIK TRANSACTIONS

§ 5

PSP shall be responsible for ensuring that the functioning of the BLIK Scheme and the BLIK System complies with legal regulations, as well as for ensuring the safety and effectiveness of the functioning of the BLIK Scheme and the BLIK System, and for the management of the BLIK Scheme and the BLIK System, and in particular, it shall:

a) determine the principles of participation in the BLIK Scheme and the BLIK System,

b) evaluate the compliance of solutions used by Participants with requirements set forth in the Agreement and the Regulations,

c) promote the Mark used to distinguish the BLIK Scheme and the BLIK System, and manage this Mark,

d) develop the acceptance network for the BLIK Scheme in cooperation with Participants,

e) gather and make available to Participants information on the acceptance network for the BLIK Scheme,

f) arrange campaigns promoting BLIK Transactions,

g) set forth the requirements and technical standards determining the principles of the functioning of the BLIK Scheme and the BLIK System,

h) set forth the requirements and technical standards determining the principles of communication between the BLIK Scheme and the BLIK System, and the Participants,

i) set out uniform and non-discriminatory criteria for authorising the use of Mobile Applications made available by the Issuers within the framework of the BLIK System and the BLIK Scheme,

j) establish the security principles of the BLIK Scheme and the BLIK System,

k) carry out periodic audits of the Participant's compliance with the Agreement on Participation, the Regulations and the Technical Specification for Participants,

l) develop functionalities made available in the BLIK Scheme and the BLIK System,

m) set standards of the clearing process, complaint and other report processing, as well as a uniform format for communicating with Participants and the Cooperation Scheme,

n) notify Participants of non-compliances of solutions used by the Participants with requirements set forth in the Agreement or in the Regulations, specify the time limit for rectification thereof and take steps aimed at eliminating these non-compliances by the Participants,

o) analyse risks in relation to the functioning of the BLIK Scheme and determine the method of managing particular types of risks related to the functioning of the BLIK Scheme,

p) set out the principles of acceptance of BLIK Transactions.

§ 6

With respect to the operation of the BLIK Scheme and the BLIK System, PSP is obliged to act in compliance with the provisions of the Agreement on Participation, the Regulations and the requirements of the Technical Specification for Participants. In particular, PSP shall:

a) ensure operation of the BLIK System in compliance with the conditions described in the Technical Specification for the Participant,

b) verify BLIK Transactions transferred to the BLIK System in view of compliance with technical conditions referred to in the Technical Specification for Participants,

c) notify the Participants in the case of sending messages inconsistent with the Technical Specification for Participants,

d) verify whether the Issuer satisfied the criteria for the authorisation for using Mobile Applications or other services allowing the execution of BLIK Transactions, made available to Users,

e) enable the Participants to connect to the infrastructure of the BLIK System in compliance with the conditions described in the Technical Specification for Participants,

f) identify the technical and organisational solutions allowing the flow of data necessary for the purposes of examining the Participants' complaints with respect to BLIK Transactions,

g) notify the Participants, at least five days in advance, of the temporary unavailability of the BLIK System due to a scheduled technical break,

h) immediately notify Participants of any failure of the BLIK System,

i) provide services involving the generation and recording of BLIK Codes used to execute BLIK Transactions,

j) maintain the Mobile Accounts database and ensure the IT infrastructure necessary for the execution of BLIK Transactions,

k) prepare clearing files for the purposes of Settlement of Mobile Transactions between BLIK System Participants,

l) undergo periodic audits to ensure compliance of the functioning of the BLIK Scheme with the provisions of the Agreement on Participation, the Regulations and the requirements of the Technical Specification for Participants,

m) carry out activities related to triggering the Settlement guarantee mechanism referred to in the Regulations for the BLIK Payments System,

n) carry out activities related to the processing of complaints related to BLIK Transactions,

o) take decisions on a new Participant joining the BLIK Scheme and the BLIK System, as well as making available particular functionalities of the BLIK Scheme and the BLIK System to Participants.

§ 7

1. The Participant shall act in compliance with the provisions of the Agreement on Participation and the Regulations together with appendices, and in particular shall:

a) execute BLIK Transactions in a way consistent with the Technical Specification for Participants,

b) connect to the infrastructure of the BLIK System in compliance with the conditions described in the Technical Specification for Participants,

c) undergo periodic tests and audits in accordance with the conditions set in the Agreement on Participation,

d) notify of scheduled maintenance breaks in the Participant's IT System five days in advance, and of any failures – immediately,

e) immediately notify PSP of the occurrence and removal of failures of the Participant's system,

f) immediately notify of any changes of its data provided to PSP,

g) use the Trademark for the purposes of promoting BLIK Transactions and P2P Transactions,

h) if the Participant is the Acquirer – make BLIK Transactions available as a payment method only to Merchants who:

-   use the Mark in Accepting Devices with respect to BLIK Transactions as a payment method in a way that does not mislead Users or other clients,

- do not carry out activities contrary to applicable legal regulations or generally accepted ethical norms,

- are not entered on the list of entities subject to sanctions imposed by authorised state authorities, authorities of the European Union or international organisations.

i) if the Participant is the Acquirer being the Secured Agent, this Agent shall additionally:

- keep with the Issuer being the Securing Issuer for this Secured Agent a bank account for the purposes of Clearing and Settlement of Mobile Transactions input into the BLIK System by this Secured Agent,

- conclude an Annex to the Agreement on Participation for the Secured Agent,

j) if the Participant is the Issuer being the Securing Issuer, this Issuer shall additionally:

- keep for the Acquirer being the Agent Secured by this Securing Issuer a bank account for the purposes of Clearing and Settlement of Mobile Transactions input into the BLIK System by this Secured Agent,

- ensure, in accordance with section 2 item b) below, in this Issuer's nostro account with the NBP, funds necessary for the purposes of Settlement of Mobile Transactions input into the BLIK System by the Secured Agent referred to in the previous bullet point,

- ensure, in accordance with section 2 item c) below, additional funds in the amount required for Settlement of Mobile Transactions as a result of triggering the Settlement guarantee, in accordance with the principles of the functioning of the BLIK System,

- conclude an Annex to the Agreement on Participation for the Securing Issuer.

2. The Participant being the Issuer shall carry out the following activities:

a) ensuring funds necessary for the purposes of Settlement in accordance with the principles of the functioning of the BLIK System and enabling settlement, by the NBP, of financial flows related to Mobile Transactions cleared within the framework of the BLIK System, by proper liquidity management in the Participant's nostro account with the NBP,

b) where the Issuer is the Securing Issuer – ensuring the funds necessary for the purposes of Settlement of Mobile Transactions input into the BLIK System by Secured Agents, for whom it keeps accounts for the purposes of the processing of Mobile Transactions of these Secured Agents, in accordance with the principles of the functioning of the BLIK System and settlement, by the NBP, of financial flows related to Mobile Transactions cleared within the framework of the BLIK System, by proper liquidity management in the Participant's nostro account with the NBP,

c) ensuring additional funds, including resources for the Secured Agent, in the amount required for Settlement of Mobile Transactions as a result of triggering the Settlement

guarantee, in accordance with the principles of the functioning of the BLIK System, while applying the Operational Procedure for Participants – Settlement Guarantee Processing,

d) in the case of the initiation of the bilateral clearing process – initiating transfers in the Elixir system in accordance with orders from PSP, in amounts and to the Cooperating Scheme and Acquirers, including Secured Agents or to other Issuers, whose Users executed Mobile Transactions input into the BLIK System by Secured Agents, or making, in accordance with orders from PSP, clearings in accounts kept by these Issuers as Securing Issuers for Secured Agents,

e) granting to KIR a relevant power of attorney to input into the Elixir system on behalf of the Issuer transfer orders pertaining to the BLIK System Settlement carried out in accordance with the principles of the functioning of the BLIK System,

f) making available to Users and Institutional Users the Mobile Application, other service or functionality using the BLIK Code,

g) authenticating Users in the Mobile Application,

h) obtaining One-Time Codes generated by PSP for the purposes of executing Mobile Transactions,

i) reporting Mobile Accounts for registration by PSP,

j) reporting BLIK Codes that were not generated by PSP for registration by PSP,

k) making Authorisations of BLIK Transactions using only the BLIK Code made available or registered by PSP,

l) immediately updating the status of the User's Mobile Account in the BLIK System, especially in the case of the User or the Institutional User resigning from the service allowing the initiation of BLIK Transactions,

m) implementing the procedure for the monitoring of unauthorised transactions understood as BLIK Transactions initiated by unauthorised persons, and notifying PSP of identified instances of unauthorised transactions within no more than two working days,

n) notifying Users and Institutional Users of any risks related to the services offered by Issuers within the framework of the BLIK Scheme, especially risks related to making payment transactions online and through Mobile Applications.

3. The Participant can meet the obligations resulting from the Agreement and the Regulations through or in cooperation with third parties, provided that, in the agreement concluded with such an entity, the Participant ensures the protection of information at the level no lower than specified in the Agreement on Participation and in the Regulations. Unless the Regulations provide for otherwise, activities conducted by an entity cooperating with a Participant shall be recognized as activities conducted by the Participant. The Participant shall be liable towards

PSP and other Participants for activities or omissions on the part of the entities cooperating with the Participant. The Participant shall notify PSP, one month in advance, of the involvement of the entities referred to in the previous sentence in the performance of the Agreement and the Regulations. PSP may, for important reasons, object to the Participant entrusting the fulfilment of its obligations to a third party, within 14 days of receiving the notification referred to in the previous sentence.

4. The Participant can make available the Regulations and other documents pertaining to the functioning of the BLIK System to the entities referred to in the point above, within the scope necessary for the provision of services by these entities to the Participant.

5. Participants shall be authorised to use BLIK Codes or other functionalities made available within the framework of the BLIK Scheme, only for the purposes of the provision of service involving the processing of BLIK Transaction in accordance with the provisions of the Agreement on Participation and the Regulations.

6. The Participants shall be authorised to use the data entrusted or made available in relation to participation in the BLIK Scheme and the BLIK System only for the purposes of proper fulfilment of obligations under the Agreement on Participation.

7. The Participant being the Acquirer processing, without the Securing Issuer's participation, payments initiated outside the own network of the particular Acquirer as the Issuer, and executed using the BLIK Code, shall ensure the security deposit in the amount equivalent to three times the average daily volume of withdrawals processed by this Acquirer and cleared in the BLIK System in the month preceding the month for which the deposit amount is calculated. The amount of the deposit that the Acquirer is obliged to ensure in a given month shall be calculated by PSP by the fifth day of a given calendar month, based on the data for the previous calendar month collected in the PSP System. The Acquirer shall be notified by PSP of the amount of the deposit required in a given month, by the seventh day of that month.

8. The security deposit shall be paid by the Acquirer to the dedicated bank account of PSP. PSP cannot use the deposit for any purposes other than settlement of amounts due from the Acquirer to Issuers and PSP, resulting from Clearing.

9. PSP shall be authorised to cover, from the deposit, amounts due to Participants of the BLIK System or to PSP from the Acquirer in relation to clearings carried out in the BLIK System if these amounts are not covered by the Acquirer in accordance with the Operational Procedure for Participants – "Processing of the Acquirer's counter position," in the amount necessary to satisfy the Acquirer's liabilities to the Issuer specified in § 12 section 2 of the Regulations.

10. The use of the Deposit shall involve PSP ordering transfers from the deposit account to Issuers or to PSP in order to satisfy amounts due to the Issuers or to PSP from the Acquirer, within the scope and in the amount determined by PSP in accordance with the Regulations. If the PSP covers, from the Deposit, amounts due from the Acquirer to other Participants or to PSP, the PSP's obligation to return the deposit amount shall expire in the part that was used for satisfying claims of other Participants or of PSP.

11. If the actual amount of the deposit transferred by the Acquirer to the account referred to in section 8 is lower than the amount calculated by PSP in accordance with section 7, PSP shall call the Acquirer to supplement the deposit, whereas the Acquirer shall supplement the deposit by the missing amount within no more than 3 working days of the request. If the current deposit is higher than the required deposit amount calculated by PSP for a given month, the Acquirer may request PSP to return the surplus to a specified bank account, whereas PSP shall return the surplus within three working days.

12. The Acquirer's failure to settle amounts due to the BLIK System in relation to the processing of payments or to supplement the deposit to the amount required in accordance with section 7 shall authorise PSP to take steps provided for in §19 of the Regulations.

§ 8

1. Participants and PSP shall be held liable only for the consequences of their performance of activities related to the BLIK Transaction processing in a way inconsistent with the Agreement or the Regulations. As a result, Participants and PSP shall not be responsible for the Merchant's failure to provide the goods or services or for any inconsistencies of the parameters of the goods and/or services with the agreement between the User or the Institutional User and the Merchant. Such claims shall be resolved directly between the User or the Institutional User and the Merchant.

2. The Acquirer shall be held liable to other Participants and PSP for the consequences resulting from the Acquirer or the Merchant inputting a BLIK Transaction into the PSP System in bad faith or as a result of a crime, including for unauthorised actions taken by third parties in the systems of the Acquirer or the Merchant.

3. The Issuer shall be held liable to other Participants and to PSP for the consequences resulting from the Issuer, User or the Institutional User, to whom the Issuer provides services, inputting a BLIK Transaction into the PSP System in bad faith or as a result of a crime, including for unauthorised actions taken by third parties in the systems of the Issuer or in the Mobile Application made available by this Issuer.

4. Participants shall carry out activities aimed at reducing the risk of exposing Users and other Participants to the effects of criminal activity.

V. PROCESSING OF COMPLAINTS AND OTHER NOTIFICATIONS

§ 9

1. PSP shall process complaints and other notifications pertaining to the BLIK Scheme and the BLIK System based on the Ognivo system operated by KIR. In special cases (e.g. failure of the Ognivo system), the Participant shall be able to make the complaint or submit other

notification to PSP via electronic mail or other communication system specified in the agreement concluded by and between PSP and the Participant or the Cooperating Scheme.

2. Complaints and other notifications registered by Participants in the Ognivo system shall be sent to PSP. PSP shall carry out the investigation in order to process the complaint.

3. PSP shall calculate a fee for processing the complaint, in the amount set in the price list attached as Appendix no. 1 to the Regulations, and the fee shall be borne by the Participant, whose non-performance or improper performance of obligations under the Agreement on Participation or the Regulations resulted in the event that provided a basis for making the complaint by another Participant. If, while processing the complaint it is determined that the complaint was made in circumstances in which neither any of the Participants nor PSP can be considered responsible for the non-performance or improper performance of the Agreement on Participation or of the Regulations, the fee for processing the complaint shall be collected from the Participant that made this complaint. PSP shall waive the fee for processing the complaint in instances referred to in the "Operational Procedure for Participants – Processing of notifications, inquiries and complaints pertaining to mobile payments".

4. In addition to the fee referred to in section 3, in the case of the Issuer making a complaint with respect to a BLIK-C Transaction cleared with the Cooperating Scheme, PSP shall collect from the Issuer the fee for the Cooperating Scheme or shall transfer to the Issuer the fee received from the Cooperating Scheme in the amount set in the price list attached as Appendix no. 2 to the Regulations. The procedure for collecting and settling the fees for the processing of complaints pertaining to BLIK-C Transactions is described in the "Operational Procedure for Participants – Processing of notifications, inquiries and complaints pertaining to mobile payments".

5. In the case of a complaint lodged by the Participant, including a specific claim made by the User, Institutional User, Merchant or the Participant, resulting from the non-performance or improper performance of obligations under the Agreement on Participation or the Regulations by PSP or another Participant, costs related to the processing of such claims shall be borne by the entity that failed to perform or improperly performed obligations under those documents. In the Ognivo system, PSP shall notify Participants taking part in the complaint review process of the outcome of the complaint proceedings carried out, indicating the Participant that caused the event providing a basis for the complaint, and the number of the account of the Participant, to which the Participant indicated by PSP is obliged to transfer the amount of the claim made.

6. Any doubts with respect to identifying the entity responsible for the occurrence of the event providing a basis for the complaint shall be resolved by PSP.

7. The Participant shall review complaints and other notifications, and shall submit to PSP any available documents and information required in the complaint process in accordance with the "Operational Procedure for Participants – Processing of notifications, inquiries and

complaints pertaining to mobile payments", and within time frames specified in this procedure.

8. PSP shall review complaints and other notifications, and shall submit to the Participant received documents and information required in the complaint process, and shall correct the amount of the transaction subject to the complaint or cancel the transaction subject to the complaint, provided that the need for such an operation arises from the "Operational Procedure for Participants – Processing of notifications, inquiries and complaints pertaining to mobile payments".

9. In the case of a need to obtain additional information necessary to review the complaint, PSP shall request the responsible Participant to provide such information. The Participant shall immediately send the information required to review the complaint, at the request of PSP.

10. PSP shall notify Participants involved in the complaint proceedings of the process thereof and, if necessary, shall send to Participants reminders in order to ensure meeting the agreed time limits for processing the complaint.

11. The Participant's failure to express an opinion on the complaint within the time limit set in the "Operational Procedure for Participants – Processing of notifications, inquiries and complaints pertaining to mobile payments" shall be considered equivalent to this Participant recognising the complaint as justified and due to reasons attributable to this Participant.

12. If a complaint made by a Participant is not considered justified, the Participant shall be entitled to request additional documentation justifying the refusal e.

13. In the case of a Participant making a complaint pertaining to a Mobile Transaction other than the one referred to in section 14, the correction of the amount of the transaction subject to the complaint or cancellation of the transaction subject to the complaint shall be made by PSP based on:

    a) acceptance of the Participant that will be charged as a result of this correction or cancellation; or

    b) considering the complaint justified in accordance with the procedure specified in section 11.

14. In the case of the Issuer making a complaint pertaining to a Mobile Transaction unauthorised by the User, to which the Acquirer affixed the message referred to in §11 section 7, and which was subject to the Authorisation by the Issuer without confirming this transaction by the User in the Mobile Application, the Acquirer shall return the amount of such a transaction to this Issuer, unless the Acquirer provided the Issuer with a declaration confirming the proper execution of the Mobile Transaction in the system of the Acquirer and the Merchant, to which the Mobile Transaction subject to the complaint refers, and confirmed the application of the technical and organisational solutions referred to in §11 section 7, whereas the position presented by the Acquirer with respect to the complaint was not disputed by the Issuer.

15. To the declaration referred to in section 14, the Acquirer shall attach documents referred to in the "Operational Procedure for Participants – Processing of notifications, inquiries and complaints pertaining to mobile payments".

16. PSP carrying out any operations as a result of complaint proceedings shall not be considered the ground for authorising the Participant or the User to conclude that the User participated in concluding the Mobile Transaction or received the goods or services paid for, or other benefits as a result of this transaction.

§ 10

Corrections of amounts of transactions subject to complaints or cancellations of transactions subject to complaints referred to in §9 section 13, as well as returns of amounts referred to in §9 section 14, shall be made by PSP in accordance with the "Operational Procedure for Participants – Processing of notifications, inquiries and complaints pertaining to mobile payments".

VI. AUTHORISATION OF BLIK TRANSACTIONS

§ 11

1. The queue of orders in the BLIK System shall be managed in accordance with the First In, First Out rule. Consequently, BLIK Transactions shall be executed and Mobile Transactions shall also be cleared in the sequence of inputting the orders into the BLIK System.

2. Authorisation of BLIK Transactions shall be carried out in the BLIK Scheme by Issuers, using BLIK Codes.

3. The general model of executing BLIK Transactions using the **One-Time Code generated by PSP** involves the following stages:

   a) Generation of the One-Time Code by PSP:

   at the request of the User submitted through the Mobile Application to the Issuer or at the request of the Institutional User submitted using a functionality other than the Mobile Application, made available by the Issuer, the Issuer sends to PSP the request to generate the One-Time Code. The One-Time Code is generated by PSP and returned to the Issuer. PSP keeps identifiers of the Issuer and the Mobile Account for which the One-Time Code was generated. The generated One-Time Code is displayed in the Mobile Application of the User or made available using another service or functionality made available by the Issuer,

   b) Entering the One-Time Code generated by PSP into the Accepting Device:

the User or a natural person authorised by the Institutional User enters the One-Time Code generated by PSP into the Accepting Device,

c) Transfer of the One-Time Code generated by PSP for Authorisation:

the Accepting Device sends the One-Time Code generated by PSP together with details of the BLIK Transactions through the Acquirer to PSP,

d) Verification of the One-Time Code generated by PSP in the BLIK System:

based on the One-Time Code previously generated by PSP, received from the Acquirer, PSP searches for the Mobile Account and identifies the Issuer, and sends to the Issuer details of the BLIK Transaction for Authorisation,

e) Authorisation by the Issuer:

in the Authorisation process, the Issuer makes the decision on executing the BLIK Transaction,

f) Forwarding the response to the Accepting Device:

The Issuer sends the decision on accepting or rejecting the Mobile Transaction to PSP. PSP, through the network of the Acquirer, forwards the decision on acceptance or rejection of the BLIK Transaction to the Accepting Device.

4. The general model of executing BLIK Transactions using the **One-Time Code registered in the PSP System based on the order of the Issuer** involves the following stages:

a) Downloading the One-Time Code from the Accepting Device:

The User downloads the One-Time Code from the Accepting Device to the Mobile Application. The One-Time Code is then transferred to the IT system managed by the Issuer, and transferred by the Issuer to the PSP System in order to register this code in connection with the Mobile Account of the User. PSP keeps identifiers of the Issuer and the Mobile Account for which the One-Time Code was registered.

b) Transfer of the One-Time Code for Authorisation:

The Accepting Device sends the One-Time Code downloaded by the User together with details of the BLIK Transaction through the Acquirer to PSP.

c) Verification of the One-Time Code by PSP in the BLIK System:

Based on the One-Time Code received from the Acquirer, PSP verifies whether the particular One-Time Code was registered with PSP based on the previous order of the Issuer, and if it was, identifies the Mobile Account and the Issuer and sends to the Issuer details of the BLIK Transaction for Authorisation.

d) Authorisation by the Issuer:

In the Authorisation process, the Issuer makes the decision on executing the BLIK Transaction.

e) Forwarding the response to the Accepting Device:

The Issuer sends the decision on accepting or rejecting the Mobile Transaction to PSP. PSP, through the network of the Acquirer, forwards the decision on acceptance or rejection of the BLIK Transaction to the Accepting Device.

5. The general model of executing BLIK Transactions using the **Alias registered in the PSP System based on the order of the Issuer** involves the following stages:

a) Forwarding the Alias to the PSP System:

The User reports the Alias, in accordance with the agreement concluded with the Issuer, to the Issuer, who forwards this Alias to the PSP System in order to register this Alias in connection with the Mobile Account of the User. PSP keeps identifiers of the Issuer and of the Mobile Account for which the Alias was registered.

b) Obtaining the Alias by the Accepting Device:

The Accepting Device obtains the Alias in a way specified in the Technical Specification for Participants.

c) Forwarding the Alias for Authorisation:

The Accepting Device sends the Alias together with details of the BLIK Transaction through the Acquirer to PSP.

d) Verification of the Alias by PSP:

Based on the Alias received from the Acquirer, PSP verifies whether the particular Alias was registered in the PSP System based on the previous order of the Issuer, and if it was, identifies the Mobile Account and the Issuer, and sends to the Issuer details of the BLIK Transaction for Authorisation.

e) Authorisation by the Issuer:

In the Authorisation process, the Issuer makes the decision on executing the BLIK Transaction.

f) Forwarding the response to the Accepting Device:

The Issuer sends the decision on accepting or rejecting the Mobile Transaction to PSP. PSP, through the network of the Acquirer, forwards the decision on acceptance or rejection of the BLIK Transaction to the Accepting Device.

6. The general model of executing **BLIK-C Transactions** involves the following stages:

a) Forwarding the Alias to the PSP System:

The User reports the Alias, in accordance with the agreement concluded with the Issuer, to the Issuer, who forwards this Alias to the PSP System in order to register this Alias in connection with the Mobile Account of the User. PSP keeps identifiers of the Issuer and of the Mobile Account for which the Alias was registered, and obtains a token from the Tokenisation System. PSP forwards the token to the Issuer in order to pass this token to the Mobile Application.

b) Obtaining the Alias by the Accepting Device:

The Accepting Device obtains the token from the Mobile Application.

c) Forwarding the BLIK-C Transaction for Authorisation:

The Accepting Device sends the token together with details of the BLIK-C Transaction through the acquirer of the Cooperating Scheme to the Tokenisation System. The Cooperating Scheme, using the Tokenisation System, sends the token together with details of the BLIK-C Transaction to PSP.

d) Verification of the Alias by PSP:

Based on the token received from the Cooperating Scheme, PSP verifies whether the particular Alias related to the particular token was registered in the PSP System based on the previous order of the Issuer, and if it was, identifies the Mobile Account, and sends to the Issuer details of the BLIK Transaction for Authorisation.

e) Authorisation by the Issuer:

In the Authorisation process, the Issuer makes the decision on executing the BLIK-C Transaction.

f) Forwarding the response to the Accepting Device:

The Issuer sends the decision on acceptance or rejection of the BLIK-C Transaction to PSP, whereas PSP forwards this decision to the Cooperating Scheme that, through the Tokenisation System and through the acquirer cooperating with the Cooperating Scheme, forwards it to the Accepting Device.

7. At the request of the Participant acting as the Acquirer, PSP may, on conditions set out in the Technical Specification for Participants, allow to send to Issuers a message with a recommendation pertaining to the Authorisation of the BLIK Transaction without the User confirming in each case the order in the Mobile Application. The Issuer is not obliged to take into account the recommendation included in the message referred to in the previous sentence, whereas the Acquirer shall apply proper technical and organisational solutions aimed at reducing risk of execution of unauthorised transactions using the functionality described in the previous sentence.

§ 12

1. The BLIK Transaction order shall be considered entered into the PSP System upon forwarding the BLIK Code together with details of the BLIK Transactions to PSP. Authorisation of BLIK Transactions by the Issuer shall be irrevocable. After Authorisation by the Issuer, the BLIK Transaction order cannot be cancelled by the Participant or a third party.

2. By issuing an Authorisation resulting in forwarding the Mobile Transaction for Clearing, the Issuer undertakes to pay the Acquirer or the Cooperating Scheme for the Mobile Transaction through the BLIK System. If the Mobile Transaction forwarded for Clearing within the framework of the BLIK System involves the transfer of funds to the User's account operated by the Issuer, the Acquirer undertakes to pay the Issuer the amount resulting from Clearing.

3. Decisions taken by the Issuer as part of the Authorisation have to be permanently entered in the IT system of the Issuer and the Acquirer.

4. A Mobile Transaction authorised by the Issuer can be cancelled by PSP or the Acquirer in the case of a technical error.

5. A Mobile Transaction can be cancelled or corrected within 13 months from the day of Authorisation of the Mobile Transaction.

§ 13

1. In order to reduce operational risk related to executing Mobile Transactions, the Participant can forward Mobile Transactions for Authorisation for an amount not exceeding the limit for a single transaction set in the Technical Specification for Participants.

2. In the case of BLIK Transaction forwarded for Authorisation for an amount exceeding the limit set for a single Mobile Transaction, the PSP System shall reject the BLIK Transaction, while providing the appropriate error code.

§ 14

PSP shall report detected unauthorised BLIK Transactions to the NBP in compliance with applicable legal regulations.

§ 15

For the purposes of recording BLIK Transactions in the BLIK Scheme and the BLIK System, the PSP System's date and time will be used.

VII.   CLEARING AND SETTLEMENT OF MOBILE TRANSACTIONS

§ 16

1. Mobile Transactions initiated within the framework of the BLIK Scheme will be cleared in the BLIK System in accordance with provisions of the Agreement on Participation and the Regulations together with appendices to the Regulations.

2. PSP shall perform Clearing in the BLIK System on each working day.

3. Settlement shall be performed using the Elixir system operated by KIR, based on the agreement pertaining to the use of the Elixir system concluded by and between the particular Participant and KIR, taking into consideration the provisions presented below.

4. Detailed principles of Clearing and Settlement of Mobile Transactions are set forth in the Regulations together with appendices.

VIII.   SUSPENSION AND EXCLUSION OF A PARTICIPANT

§ 17

1. Upon receiving the decision of the PFSA or another competent supervisory authority on suspending the activities of a Participant, or in the case of triggering the Settlement guarantee due to lack of sufficient funds in the account of the Issuer or in the case of a persistent breach of provisions of the Agreement on Participation or of the Regulations by a Participant, PSP shall initiate the procedure for excluding the Participant from the BLIK Scheme and the BLIK System.

2. The exclusion procedure will start with suspending the Participant (blocking the account) in the BLIK Scheme and in the BLIK System, which will result in the Participant's inability to execute BLIK Transactions within the framework of the BLIK Scheme and the BLIK System.

3. After one month of the event referred to in section 1, the Participant will be excluded from the BLIK Scheme and the BLIK System if the Participant fails to effectively implement the steps aimed at restoring or obtaining necessary authorisations, or activities necessary for eliminating the circumstances posing a risk of triggering the Settlement guarantee.

§ 18

1. Based on a written statement on closing the current account of an Issuer with the NBP, provided by the NBP, PSP shall initiate the procedure for excluding the Issuer from the BLIK Scheme and the BLIK System.

2. On the day of closing the current account of the Issuer with the NBP, the Issuer's rights as the Participant of the BLIK Scheme and the BLIK System will be suspended, which means that the account of this Issuer in the PSP System will be blocked for one month.

3. After one month of the event referred to in section 2, the Issuer will be excluded from the BLIK Scheme and the BLIK System if the Issuer fails to open within this period another clearing account maintained by the NBP.

§ 19

1. If the PSP concludes that a Participant has breached the provisions of the Agreement on Participation or the Regulations, PSP shall send a written warning to the Participant.

2. The warning shall describe the irregularities detected and the date set by PSP for eliminating these irregularities by the Participant.

3. If the Participant fails to eliminate the irregularities indicated in the warning within the time limit set, PSP may temporarily suspend the Participant's access to a particular functionality of the BLIK Scheme, temporary suspend the Participant's rights as the Participant of the BLIK Scheme and the BLIK System, or exclude the Participant from the BLIK Scheme and the BLIK System.

4. PSP shall notify all other Participants and the NBP of any decisions taken with respect to the Participant.

5. The previously excluded Participant can be re-instated in the BLIK Scheme and the BLIK System after satisfying the requirements set forth in the Regulations for entities applying for participation in the BLIK System.

6. Exclusion or suspension of a Participant acting as the Issuer shall not result in automatic exclusion or suspension of this Participant acting as the Acquirer.

7. Exclusion or suspension of a Participant acting as the Acquirer shall not result in automatic exclusion or suspension of this Participant acting as the Issuer.

IX. ALERT PROCESSING

§ 20

PSP shall notify Participants, via a dedicated communication channel or by sending a message to the dedicated email address, of the occurrence of significant events in the BLIK Scheme or the BLIK System, and in particular of:

a) generating a clearing report for the Participant,

b) triggering the Settlement guarantee procedure due to the Issuer's failure to provide sufficient funds,

c) high number (more than 3% of the number of BLIK Transactions for the last 30 days, but no fewer than 50) of complaints pertaining to Mobile Transactions for reasons attributable to the Participant,

d) other, referred to the Technical Specification for Participants.

X. TEMPORARY BLOCKING AND INFORMATION OBLIGATION

§ 21

1. PSP shall have the right to temporarily block a Participant from using the services provided within the framework of the BLIK Scheme and the BLIK System, in the case of:

   a) exceeding the response time for the request for Authorisation for all BLIK Transactions forwarded within the last 15 minutes,

   b) mass (minimum 50%) refusals in Authorisation responses for reasons not attributable to the User or PSP,

   c) detection of inconsistency of the format of messages sent with the Technical Specification for Participants,

   d) sending, within the framework of the BLIK Scheme or the BLIK System, unexpected messages with regards to the stage of the BLIK Transaction processing,

   e) the Participant's actions posing a threat to the continuity of operations of the BLIK Scheme or the BLIK System,

   f) detecting breaches of the security principles of the BLIK Scheme and the BLIK System, set forth by PSP,

   g) failure to eliminate the Participant's non-compliance with the requirements set forth in the Agreement and in the Regulations, identified by PSP, within the time limit set by PSP.

2. The Participant shall be unblocked after notifying PSP, via email, of having removed the cause of the problem.

§ 22

In the case of any doubts pertaining to the BLIK Transaction executed within the framework of the BLIK Scheme and the BLIK System, the Participant shall immediately notify PSP, in a manner

described in the "Technical Specification for Participants", and shall take steps to explain these doubts.

XI.   RULES FOR EXECUTING P2P AND P2P-R TRANSACTIONS

§ 23

1. The process of executing P2P Transactions in the BLIK System is carried out by using the Mobile Accounts database and by internal clearing carried out by the Issuer, or by using SPN or the BLIK System. The **general model of the P2P Transaction** involves the following stages:

    a) P2P Transaction order

    The order for executing a P2P Transaction shall be placed with the Issuer using the Mobile Application in the case of Users or using the communication and information system made available by the Issuer in the case of Institutional Users. When placing the order, the User or the Institutional User shall identify the Alias assigned previously in the BLIK System to the Mobile Account of the recipient for the purposes of executing the P2P Transaction and the transaction amount.

    b) Obtaining the NRB number from the Mobile Accounts database

    The Issuer, who receives the P2P Transaction order from the User or the Institutional User, shall send the inquiry with the Alias received in the order to the Mobile Accounts database. PSP shall provide the Issuer implementing the transfer order with the NRB number assigned in the Mobile Accounts database to the Alias sent in the inquiry. If the Alias is not included in the Mobile Accounts database, in response the Issuer will receive an error message, and the Issuer shall notify the User or the Institutional User, who ordered the execution of the P2P Transaction, of the inability to execute this P2P Transaction.

    c) Forwarding the P2P Transaction for execution within the framework of internal clearing carried out by the Issuer, or for clearing in the Instant Transfer System or the BLIK System.

2. After obtaining the NRB number from the Mobile Accounts database, the Issuer shall enter this number into the payment order and shall forward the complete transfer prepared in such a way for internal clearing if he maintains bank accounts of both parties to the transaction; otherwise, the Issuer shall forward the transaction for clearing in the Instant Transfer System or in the BLIK System in accordance with the procedure described in the Technical Specification for Participants. In the case of using Express Elixir, the transfer is forwarded for clearing, while indicating MP2P as the service type.

3. The general model of executing the **P2P-R Transaction** involves the following stages:

    a) Sending the transfer request by the User initiating the P2P-R Transaction

By providing, using the Mobile Application, the Alias assigned previously in the BLIK System to the Mobile Account, the User identifies the User to whom the transfer request is addressed. The User requesting the transfer shall specify the amount and optionally the transfer title. The Issuer shall forward the data provided by the User together with the first name, surname and telephone number of the User to the BLIK System. When forwarding the message with the transfer request to the PSP System, in this message, the Issuer includes preferences with respect to the manner of clearing the P2P-R Transaction in accordance with the requirements set forth in the Technical Specification for Participants.

b) Identification of the User being the transfer sender

After receiving from the Issuer the message – transfer request including details specified in item a above, based on the Alias forwarded in the message with the transfer request, the PSP System shall identify the Mobile Account of the User to whom the transfer request is addressed, and forward the message to the Issuer providing services to this User. If the Mobile Accounts database does not include the Alias corresponding to the data included in the message with the transfer request, in response, the Issuer who forwarded the message with the transfer request will receive from the PSP System an error message, and the Issuer shall notify the User of the inability to forward the transfer request.

c) Acceptance of the transfer request

The Issuer providing services to the User, to whom the transfer request is addressed, will receive from the PSP System a message with the transfer request. The Issuer shall present the transfer request to the User in the Mobile Application, while disclosing the first name and surname of the User – sender of the transfer request, amount and title of the transfer, if specified in the transfer request. If the User accepts the transfer request in the Mobile Application, the Issuer providing services to this User shall send to the PSP System a message notifying of accepting the transfer request, and shall forward the P2P-R Transaction for clearing in the Instant Transfer System or for clearing in the BLIK System.

d) Clearing of P2P-R Transactions

P2P-R Transactions shall be cleared in the Instant Transfer System or in the BLIK System. In the case of using Express Elixir, the transfer is forwarded for clearing, while indicating MP2P as the service type. Regardless of the manner of the transaction clearing, the Issuer providing services to the User who sent the transfer request, shall credit the account of this User immediately after receiving from the PSP System the notification of accepting the transfer request. P2P and P2P-R Transactions can be cleared in the BLIK System only when both Issuers providing services to both Users to whom the transaction pertains, have implemented the technical and organisational solutions specified in the Technical Specification for Participants.

XII.   DATA ARCHIVING AND REPORTING

§ 24

1. PSP shall keep details of all BLIK Transactions executed using the PSP System in its archives for the period referred to in section 2.

2. After 6 (six) years from the end of the calendar year of executing the BLIK Transaction using the BLIK System, PSP shall immediately erase the archived data in a manner preventing their recovery.

3. Complains made by Participants in the Ognivo system will be archived after the expiry of 13 months from making the complaint, and will be deleted from the Ognivo system. Archived data will be kept for 6 years from the end of the calendar year of making the complaint, and then will be erased in a manner preventing their recovery.

4. Participants shall forward to PSP any information necessary to meet the reporting or statistical obligations to the NBP or other institutions authorised to request information related to the functioning of the BLIK Scheme and the BLIK System.

§ 25

1. PSP, at the request of the Participant, shall provide data of BLIK Transactions or complaints referred to in §24, in keeping with the principles set forth in the Technical Specification for Participants.

2. Data referred to in section 1 shall be made available to Participants, except for situations where the request:

   a)   was submitted by an unauthorised person,

   b)   pertains to data after their archiving period,

   c)   does not include information allowing the explicit identification of the Mobile Transaction or the complaint.

§ 26

1. At the request of authorised control authorities, PSP shall make available source data of BLIK Transactions executed within the framework of the BLIK Scheme and the BLIK System.

2. PSP can prepare and provide to Participants statistics of all BLIK Transactions, including Mobile Transactions and P2P Transaction, in an aggregated form and within the scope permitted by law.

XIII.   FINAL PROVISIONS

§ 27

1. PSP will, unilaterally and independently, determine the amount of fees due to Issuers and Acquirers for the execution of Mobile Transactions within the framework of the BLIK Scheme, and clearing thereof in the BLIK System. The fees referred to in the previous sentence will be charged by PSP as part of Clearing made for each Mobile Transaction.

2. PSP shall be fully free to determine the amount of fees due to Issuers and Acquirers, change these fees, as well as differentiate these fees depending on the type of Mobile Transactions, based on justified, objective and verifiable criteria.

3. PSP shall unilaterally determine the amount of fees due to PSP from Participants in relation to PSP services provided to Participants. The price list specifying the amount of fees and other costs related to participation in the BLIK System constitutes an integral part of the Regulations.

4. PSP shall be the only entity managing the Mark. Based on rights granted under the licence, PSP and Participants shall use the mark for the purposes of marking points accepting or executing BLIK Transactions, for the purposes of marking services offered within the framework of the BLIK Scheme, and for promoting the BLIK Scheme and the BLIK System. PSP shall grant authorisations to mark services that make available BLIK Transactions and functionalities provided by PSP and implemented by the Issuer.

5. Participants shall implement and make available to Users, Institutional Users or other Participants services and functionalities specified in Appendix no. 5 to the Regulations – "Functionality Table", marked as obligatory for the particular participation category.

6. Provisions of the Regulations can be amended by PSP unilaterally, whereas such amendments shall be effective subject to notifying Participants of amendments sufficiently in advance, while ensuring a two-month period for adjustment. PSP shall unilaterally amend provisions of the Regulations in each case taking into account applicable legal regulations and provisions of the Agreement on Participation.

7. Provisions of amended Regulations can be binding on the Participant and PSP before the expiry of the two-month adjustment period if the amendment to the Regulations refers to Participant's rights that are not in conflict with the rights of other Participants. Binding the Participant and PSP with the amended version of the Regulations as specified in the previous sentence shall require concluding an appropriate annex to the Agreement on Participation.

8. Concluding the Agreement on Participation with PSP shall result in automatic inclusion of the Participant in the BLIK Payment Scheme and the BLIK Payment System, regardless of the date of concluding the Agreement.

9. PSP shall make available a new service or functionality to the Participant:

    a) based on the Regulations,

b) based on an annex to the Agreement on Participation; or

c) based on a parameterisation form correctly filled in by the Participant and submitted to PSP if PSP makes available the relevant form and notifies Participants of the possibility of making available a new service or functionality using this form.

10. If the Participant wants to enable entities operating other payment schemes or other payments systems to execute or make available BLIK Transactions, the entity operating the payment scheme or the payment system needs to conclude beforehand with PSP an agreement specifying cooperation principles. Coming into force of this agreement may depend on issuing relevant authorisations or consents required by generally applicable legal regulations. PSP concludes the aforementioned agreements in keeping with principles set forth in Article 3531 of the Civil Code.

11. Participants of the BLIK Payment Scheme and BLIK Payment System can participate in other payment systems or payment schemes.

12. Matters not regulated herein shall be governed by provisions of the Agreement on Participation and the Regulations, and appropriate provisions of universal law.

PART B: REGULATIONS FOR THE BLIK PAYMENTS SYSTEM

§ 28

1. The BLIK payment system is a payment system within the meaning of the Act of 24 August 2001 on the settlement finality in payment and securities settlement systems and the rules for monitoring these systems (Journal of Laws No. 123, item 1351, as amended), operated by Polski Standard Płatności Sp. z o.o. as an operator of this payment system, closely linked with the BLIK Payment Scheme being a payment scheme within the meaning of the Act of 19 August 2011 on payment services (Journal of Laws No. 199, item 1175, as amended) operated by Polski Standard Płatności Sp. z o.o. as a payment organisation.

2. This document sets forth the principles of the functioning of the BLIK Payment System, and in particular, the principles for clearing and settlement in the BLIK System.

3. Capitalised terms used in this document, which are not defined separately herein, shall have the meaning defined in Part A – Regulations for the BLIK Payment Scheme. Participants of the BLIK System are Participants of the BLIK Scheme who concluded a binding Agreement on Participation with PSP.

§ 29

1. Mobile Transactions initiated and processed in the BLIK Scheme in accordance with the provisions of the Agreement on Participation and the Regulations for the BLIK Payment Scheme shall be subject to Clearing in the BLIK System.

2. The Mobile Transaction clearing module of the BLIK System generates, on working days, data sets for Clearing, covering Mobile Transactions authorised in the BLIK Scheme during the particular PSP Clearing Session, except for BLIK-C Transactions being returns received from the Cooperating Scheme that are subject to clearing in accordance with the procedure described in section 10.

3. The PSP Clearing Session shall be closed at 24:00 hours.

4. Mobile Transactions authorised in the BLIK Scheme on statutory holidays shall be included in the PSP Clearing Session subject to Clearing on the first working day following the statutory holiday or holidays, except for BLIK-C Transactions being returns received from the Cooperating Scheme that are subject to clearing in accordance with the procedure described in section 10.

5. Mobile Transactions are cleared in net amounts, taking into account fees due to Issuers, Cooperating Scheme and Acquirers. The amounts of the fees referred to in the previous sentence are determined in Appendix no. 2 to the Regulations.

6. On working days, PSP shall generate and make available to Participants clearing and reconciliation files including all Mobile Transactions qualifying for the particular PSP Clearing Session, pertaining to the Participant.

7. The clearing and reconciliation files shall be made available immediately after the end of the PSP Clearing Session.

8. The Participant shall verify the data included in the clearing and reconciliation files, and shall immediately report any irregularities to PSP on working days.

9. Immediately after receiving the information on irregularities, PSP shall implement steps aimed at clarifying the situation, and if necessary, it shall generate again and make available to Participants the clearing and reconciliation files.

10. BLIK-C Transactions being returns shall be qualified for the PSP Clearing Session after receiving from the Cooperating Scheme information on forwarding these transactions for clearing in the Cooperating Scheme.

§ 30

1. The schedule of Clearing and Settlement events is presented in the Operational Procedure for Participants – Processing of clearing and reconciliation files.

2. The schedule referred to in section 1 shall be adjusted to the requirements of the technical specification prepared by KIR.

§ 31

1. Settlement shall be performed using the Elixir system operated by KIR, based on the agreement pertaining to the use of the Elixir system concluded by and between the particular Participant and KIR, taking into consideration the provisions presented below.

2. Settlement orders submitted in the Elixir system by Participants of the BLIK System through PSP shall have the effect as the settlement order within the meaning of Article 1 point 12 of the Act of 24 August on settlement finality in payment and securities settlement systems and the rules for monitoring these systems (consolidated text: Journal of Laws of 2013, item 246).

3. Except for the situation described below, Settlement shall take place within one working day. In the case of errors occurring during the first or second session of the Elixir system on 24 December and on the last clearing day of each year, in at least one file submitted for clearing in the Elixir system, or inconsistency of transfer sums, Settlement shall take place on the next clearing day during the first session of the Elixir system, after PSP forwards to KIR correct files with liabilities related to the Clearing of Mobile Transactions for the previous clearing day, whereas Settlement of current liabilities related to Mobile Transaction Clearing for this

subsequent clearing day shall be deferred to the second session of the Elixir system on this next day. PSP shall immediately notify Participants of the inability to carry out Settlement during the particular Elixir session.

4. Settlement in the Elixir system shall be carried out Monday to Friday excluding statutory holidays in the territory of the Republic of Poland. Mobile Transactions shall be processed in the hours specified in the "Schedule of clearing runs in electronic clearing systems of KIR S.A.":

   a) during the first session,

   b) during the second session in the case of triggering the Settlement guarantee mechanism or as a result of Settlement deferral referred to in section 3 above,

   c) during the third session, in the case of errors occurring during the first session of the Elixir system, in at least one settlement file submitted for Settlement in the Elixir system, or inconsistency of transfer sums after PSP forwards the correct files again to KIR, except for 24 December and the last clearing day of the year, when correctly prepared files shall be processed during the first session on the next clearing day, in accordance with section 3 above.

5. Settlement shall be carried out in the bilateral model, using the Technical Account kept for PSP at a commercial bank.

6. Data for the purposes of Settlement forwarded by the BLIK System shall include information on the liabilities of each of the Issuers to the BLIK System and the receivables of each of the Acquirers and Cooperating Schemes due from the BLIK System, taking into account fees due to Issuers, Cooperating Scheme and Acquirers. In the case of Acquirers being Secured Agents, the data for the purposes of Settlement forwarded by the BLIK System shall include information on the liabilities of Secured Agents to the BLIK System or information on the receivables of Secured Agents due from the BLIK System, taking into account fees due to Issuers and Acquirers.

7. Based on Settlement data generated by the PSP System and relevant powers of attorney granted to KIR by the Issuer, KIR – on behalf of the Issuer – shall input the transfer order covering the liabilities of the Issuer to the BLIK System, and in the case of the Issuer being the Securing Issuer – the transfer order covering, respectively, the liabilities of Secured Agents to the BLIK System (single liability amount net). During the same session, accounts of Acquirers, including Secured Agents and the Cooperating Scheme, will be credited with single transfers from the Technical Accounts.

8. Settlement shall take place during one session of the Elixir system. Funds shall not be retained by the bank maintaining the Technical Account.

9. The balance of the Technical Account before and after the PSP Clearing Session will be PLN zero.

10. In the case of triggering the Settlement guarantee due to insufficient funds in the account of the Issuer with the NBP and withdrawal of at least one transfer pertaining to the BLIK System from the Elixir system, all other orders generated by the BLIK System will also be withdrawn by KIR, and clearing in the first session of Elixir will not be performed. At the same time, PSP will block in the PSP System, the account of the Issuer that failed to ensure sufficient funds in the BLIK System, which will result in the Issuer's inability to execute further Mobile Transactions in the BLIK System. In the case of blocking the account of the Issuer being the Securing Issuer in the PSP System, the accounts of Secured Agents for whom the blocked Securing Issuer keeps accounts for the purpose of processing Mobile Transactions entered into the BLIK System by these Secured Agents, will be automatically blocked in the PSP System, as a result of which these Secured Agents will be unable to enter Mobile Transactions into the BLIK System. PSP shall immediately notify the NBP of blocking the account of the Participant in the PSP System and of triggering the Settlement guarantee procedure.

11. Within the BLIK System, Participants being Issuers, including the Participants being Securing Issuers, shall guarantee making available funds in the amount necessary for the purposes of Settlement if any of the Issuers, including the Issuer being the Securing Issuer, does not have sufficient funds for the purposes of Settlement.

12. For the purposes of Settlement during the sessions of the Elixir system referred to in section 10 above, PSP shall again prepare the data for the purposes of Settlement, while increasing the liabilities of remaining Issuers by the amount that was not covered by any of the Issuers, in accordance with the principles and template set forth in the "Operational Procedure for Participants – Settlement Guarantee Processing", whereas KIR shall enter new transfer orders to the Elixir system on behalf of the Issuer(s).

13. If any of the Issuers responsible for covering the liabilities of another Issuer(s) fails to provide funds to cover the liabilities of another Issuer(s) within the framework of the Settlement during the second session of the Elixir system, the Mobile Transaction will not be subject to Settlement. In such case, direct bilateral clearing between Issuers and Acquirers and the Cooperating Scheme shall take place, of which the NBP will be informed. PSP shall prepare individual reports constituting payment orders, based on which Issuers shall conduct bilateral clearing with other Participants. In the event of initiating the bilateral clearing process, Issuers shall make, in accordance with PSP orders, transfers in the Elixir system, in the amounts and to the Acquirers, including Secured Agents, or to the Cooperating Scheme, or to other Issuers, whose Users executed Mobile Transactions input into the BLIK System by Secured Agents, or to make, in accordance with PSP orders, clearing in accounts kept by these Issuers as Securing Issuers for Secured Agents.

14. The Issuer who failed to ensure sufficient funds, including the Securing Issuer, undertakes to immediately reimburse other Issuers, including Securing Issuers, for the equivalent of all amounts paid by these Issuers, plus statutory interest.

15. Detailed rules for using the Settlement Guarantee are set forth in the Operational Procedure for Participants – "Settlement Guarantee Processing".

§ 32

Matters not regulated herein shall be governed by provisions of the Agreement on Participation and the Regulations for the BLIK Payment Scheme, and appropriate provisions of universal law.

LIST OF APPENDICES TO THE REGULATIONS FOR THE BLIK MOBILE PAYMENTS SYSTEM

1. **Appendix no. 1 – Price Lists of the BLIK Payment System**

   a) Price List of the BLIK Payment System – Issuer
   b) Price List of the BLIK Payment System – Acquirer

2. **Appendix no. 2 – Fees due to Issuers and Acquirers**

3. **Appendix no. 3 – Technical Specification for Participants (STdU)**

4. **Appendix no. 4 – Operational Procedures for Participants (POdU)**

   a) POdU – Settlement guarantee processing
   b) POdU – Processing of clearing and reconciliation files
   c) POdU – Processing of notifications, inquiries and complaints pertaining to mobile payments
   d) POdU – Processing of the Acquirer's counter position
   e) POdU - Communication between PSP and Participants in the case of reporting a suspicious BLIK Transaction

5. **Appendix no. 5 – Functionality Table**