



TERMS AND CONDITIONS FOR PAYU PAYERS

Date posted: 03 11 2015

Welcome to PayU, thank you for using our service!

In order to use our services, you must understand and accept the following Terms and Conditions for PayU Payers (hereinafter "T & Cs") that apply to your relationship with PayU. We recommend that you carefully read and store or print a copy of this Agreement for your records.

As a Payer, it is essential that you refrain from accepting these T & Cs if you lack the legal capacity to do so. PayU has no way of verifying such capacity; hence, your acceptance of this agreement will be binding.

If, at the time of payment, you are re-directed to a PayU website and you agree to these T & Cs by checking the "I accept these T & Cs" box, and if, on the other hand, you pay through a PayU Merchant's website, we assume that you accept the content of these T & Cs posted on PayU's websites - Legal Section of url: www.payu.com

1. Overview

- 1.1. These T & Cs govern the relationship whereby the companies providing PayU Services (hereinafter the "PayU Companies" or "PayU") deliver them to Payers like you.
- 1.2. A payer is any individual or company, who, like you, accepts these T & Cs in order to benefit from PayU Services.
- 1.3. By accepting these T & Cs, a technology platform (the "PayU System" or the "System") is enabled for payment on goods or services sold by PayU Merchants (the "PayU Services") through local payment methods authorized for each PayU country .
- 1.4. PayU Companies are companies providing our services in seven (7) different countries: Colombia, Argentina, Brazil, Mexico, Chile, Peru and Panama, (hereinafter the "PayU Countries").
- 1.5. PayU Companies in these countries are incorporated as follows: PayU Colombia S.A.S., in Colombia, E-Payments S.A., in Argentina, Latin American Payments ServiÇos Ltda., in Brazil, Online Latin American Payments Mexico S.R.L.C.V., in Mexico, Dineromail Chile S.A., in Chile, Pagosonline Peru S.A.C., in Peru, Latin American Payments Panamá S.A. in Panama (individually or collectively, as appointed by "PayU").
- 1.6. **You will be able to access PayU Services in any of the PayU Countries (regardless of your place of residence) when paying PayU Merchants for the procurement of goods or services, provided we have delivered local payment methods in the PayU Country of payment.**
- 1.7. Goods or services payable through the PayU system have been enabled by Merchants whom have entered into an agency processing contract and payment management agreement with PayU ("PayU Merchants").



2. PAYU SERVICE SPECIFICATIONS

- 2.1. You are currently able to benefit from our free services. However, PayU may decide to charge them at any time, in which event, you will receive notification thereof.
- 2.2. We may at any time suspend or cancel your enjoyment of our services, if you breach the provisions of these T & Cs or use the System for illegal or inappropriate activities.
- 2.3. A lack of immediate action by PayU against your breach does not imply a waiver of our rights to achieve full compensation for damages resulting thereof.

3. AMENDMENTS ON GTC

- 3.1. Occasionally, PayU may amend these T & Cs when necessary.
- 3.2. Revisions do not apply retroactively and will take effect as soon as they are posted on the Legal Section of our websites - url: www.payu.com
- 3.3. By accepting these T & Cs, you agree to their amendments.
- 3.4. If you do not agree with any changes we make to these T&Cs, you must abstain from using PayU Services.

4. SYSTEM USE RESTRICTIONS

4.1. As a Payer you should refrain from using the system for the following:

- 4.1.1. Paying sums unrelated to a good or service bought from a PayU Merchant.
- 4.1.2. Transferring money to your own bank account or that of third parties.
- 4.1.3. Receiving cash advances, purchasing securities, travelers checks, money orders, among other banking or brokerage activities.
- 4.1.4. Buying illegal or prohibited goods that have been listed by the Companies on the Legal Section of PayU's websites - url: www.payu.com.
- 4.1.5. Tampering or accessing the System through an interface or method besides those provided by PayU.

5. PAYER STATEMENTS

- 5.1. By using PayU Services you understand and agree to the following:
 - 5.1.1. PayU is not meant to take deposits or collect funds.
 - 5.1.2. PayU receives payments from the purchase of goods and / or services, acting as a mere agent of PayU Merchants. This means that when you make a payment via our System, we are paying the relevant PayU Merchant.
 - 5.1.3. The laws of the country where the relevant PayU Company processes payment govern these transactions.
 - 5.1.4. PayU is not responsible or liable for the quality, safety, suitability and delivery time of goods or services sold by PayU Merchants.



5.1.5. PayU does not act as an agent of the Payer or Merchant to meet tax or currency exchange obligations arising from the purchase held between the Payer and PayU Merchant.

5.1.6. PayU is liable for managing your personal information, which excludes your information under the PayU Merchant's responsibility.

6. PRIVACY PROTECTION

6.1 PayU recognizes that as a Payer, your personal information belongs to you, and strives to protect your privacy and data confidentiality.

6.1. PayU will handle your personal information, such as email, phone numbers, mailing address etc., and computer data, such as IP, Cookies, etc., in compliance with its Privacy Policy, included in the Legal Section of our websites - url: www.payu.com.

6.2. By accepting these T & Cs, you authorize us to use your personal information to:

6.2.1. Validate your information through third parties, such as issuing financial institutions of payment methods used by the payer, procurement franchises like Visa and MasterCard, among others, in order to confirm and process your payments through the System.

6.2.2. Screen your information through internal filters or those provided by third parties to PayU, in order to validate transactions and prevent identity theft for cardholders

6.2.3. Troubleshoot and provide customer support.

6.2.4. Prevent prohibited or illegal activities, and enforce our T & Cs.

6.2.5. Customize, measure and improve our services, websites and PayU service access.

6.2.6. Compare information for accuracy.

6.2.7. Send notices on service issues and updates.

6.2.8. Verify your identity.

6.2.9. Contact you and send notices, if necessary. PayU respects your preferences regarding communication and contact method. If you do not wish to receive notices through text messages on your device, or if you prefer receiving them through a single means of communication, such as email, please let us know by communicating with us directly.

6.2.10. Resolve Disputes.

6.2.11. Invoice PayU services.

6.2.12. Use your personal information for internal purposes such as audits, data analysis and research, to improve our products, services and communications for PayU users.

6.2.13. Handle your personal information on PayU servers, which may be located in different countries. By accepting these T & Cs you authorize us to handle your personal information on servers, which are not located in your country of residence.

6.2.14. PayU reserves the right to transfer your personal information beyond your country of residence and domicile. By using PayU services, you authorize us to transfer this information.

6.2.15. Store your personal information for as long as is needed under trade laws and /or privacy and data protection laws of the countries where we provide our services.



- 6.2.16. Send you messages, marketing and advertising content from PayU Companies, merchants registered with PayU and third parties, including sales and deals on goods or services through PayU.
 - 6.2.17. Request your participation or opinion on online surveys.
 - 6.2.18. Send coupons or bestow gifts for future purchases through PayU.
 - 6.2.19. Propose membership loyalty programs, create user consumer profiles and send you marketing and advertising content that may be of your interest
 - 6.2.20. Plan and hold competitions, games, offers, promotional and/or marketing activities, and other events hosted by PayU and/or Merchants linked or not to PayU.
 - 6.2.21. You may ask us to refrain from sending you marketing and promotional content, at any time. You may also ask us to only send you content of your choosing, or to solely use your information for paying PayU Merchants.
- 6.3.** PayU will ensure the adequate treatment of your personal information, yet shall be held harmless of personal data treatment by PayU Merchants, or third parties, which you have authorized to handle this data.

7. DISCLAIMER OF WARRANTY

- 7.1.** BY USING PAYU SERVICES, YOU AGREE TO DO SO AT YOUR OWN RISK. THE FOLLOWING CONSEQUENCES MAY ENSUE:

7.1.1. PAYU's SOFTWARE, SYSTEM AND WEB SITES ARE PROVIDED "AS IS", IN OTHER WORDS, AS-IS, WITH ALL RISKS ARISING FROM ITS USE, WITHOUT WARRANTIES OF ANY KIND.

7.1.2. PAYU DOES NOT PROVIDE, UNDER ANY CIRCUMSTANCES, GUARANTEES IN QUALITY, PERFORMANCE, SYSTEM OR SERVICE USE SUITABILITY; SYSTEM AVAILABILITY OR CONTINUOUS AND UNINTERRUPTED ACCESS TO THE WEB SITE, SERVICES, OR THE SECURITY SYSTEM; NOR DO WE GUARANTEE AVOIDANCE OF PAYMENT VALIDATION DELAYS, AND WE SPECIFICALLY DISCLAIM WARRANTIES ON FRAUD BY THIRD PARTIES USING PAYER INFORMATION.

8. LIMITATION OF LIABILITY - SERVICES

- 8.1.** PAYU OFFERS SERVICES UNDER A DEGREE OF COMPETENCE AND REASONABLE CARE.

- 8.2.** PAYU SHALL NOT BE HELD LIABLE, IN CONTRACT OR TORT, FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, LOSS OF PROFIT OR OPPORTUNITIES, AMONG OTHER CONSEQUENTIAL DAMAGES ARISING FROM SERVICE UNAVAILABILITY, PAYMENT PROCESSING DELAYS, FRAUD BY IDENTITY THEFT AFFECTING THE PAYER OR MERCHANT, AND/OR ANY OTHER DAMAGES INDIRECTLY RELATED TO SERVICE DELIVERY, WHETHER PAYU MAY HAVE FORSEEN THE EVENT OR NOT.



- 8.3. PAYU IS LIABLE, IN CONTRACT OR TORT, FOR ANY PERSONAL AND DIRECT TRUE DAMAGES CAUSED BY ITS WILLFUL ACTIONS, OR DUE TO GROSS NEGLIGENCE.
- 8.4. PAYU'S LIABILITY IN SUCH EVENT SHALL NOT EXCEED THE AMOUNT PAID BY THE PAYER TO PAYU, WHEN PAYMENT ON A SERVICE HAS BEEN DELIVERED, OTHERWISE, THE MAXIMUM AMOUNT SHALL BE EQUAL TO FIFTY US DOLLARS \$50.

9. TERMINATION

- 9.1. You may stop using PayU Services at any time.
- 9.2. Likewise, PayU may suspend Services at any time if:
 - a) You breach these T & Cs.
 - b) PayU reasonably suspects that you are using the Services or the System fraudulently or that your account is being used fraudulently by third parties;
 - c) Immediately, if a change in the PayU Country's laws or regulations so demand termination thereof, or when required by a regulatory or legal authority.
 - d) Immediately, if PayU decides to suspend its services in a given PayU Country.

10. FINAL PROVISIONS

- 10.1. As a Payer you accept electronic form of communication to contact PayU, receive notifications and amendments to these T & Cs.
- 10.2. If any court, competent jurisdictional administrative body, or arbitral tribunal determines that any provision of these T&Cs or any part thereof is illegal, invalid or unenforceable, such provision or clause shall be deemed unwritten, without affecting the validity, legality, or enforceability of the remaining T & Cs.
- 10.3. You cannot transfer or assign this Agreement or any rights or obligations arising therefrom without PayU's prior consent. PayU may however, without prior notice, transfer this contract or any rights or obligations arising therefrom to third parties.
- 10.4. PayU will not be violating or breaching any of its obligations arising through this contract, when an event of force majeure occurs. An event of force majeure means any event or situation that escapes or is beyond PayU's control.
- 10.5. You can contact PayU by sending an email to the following address: sac@payulatam.com
- 10.6. PayU will contact you to answer your questions.

11. APPLICABLE LAW AND JURISDICTION

- 11.1. The applicable law to settle disputes between PayU and Payer, will be the law governing PayU Company's domicile wherein the payment in question was processed.
- 11.2. Disputes arising herein shall be subject to the jurisdiction of competent courts in the PayU Country where the payment in question has been processed.



PROVISIONS FOR PAYU COUNTRIES

Provisions applicable to Brazil

(Only applicable to Merchants that sell products or services in Brazil)

1. Special considerations applicable to Payu buyers in Brazil

1.1. By using PayU's Platform, the Buyer grants PayU a payment management authorization, enabling PayU to receive the value of goods or services purchased from Merchants, on the Buyer's behalf, and send such amounts to the destination established by the Buyer under the terms of this Agreement, in order to pay such product or service.

1.2. PayU may, upon detecting the destination requested by the Buyer of the sums received, refrain from executing the payment order given by Buyer, in which case, it shall return the due sums to Buyer, according to the methods available in the National Financial System.

2. Right of withdrawal. All Buyers paying a product or service through PayU's Platform may exercise the right of withdrawal under the Consumer Protection Code, within seven (7) days following payment date approval. PayU shall notify Merchants on requests from Buyers exercising the right of withdrawal, so as to allow Merchants to cancel sales and perform all necessary refunds.