TERMS AND CONDITIONS FOR RECURRING PAYMENTS OF NADAJE BROADCASTING SP. Z O.O.

Version 1.1 | Effective date: 25 October 2026

1. GENERAL PROVISIONS

1.1. These Terms and Conditions set out the rules for the voluntary use of automatic card payments for Nadaje.com subscription services.

1.2. The service provider is Nadaje Broadcasting Sp. z o.o., ul. Świdnicka 12-16, 50-068 Wrocław, NIP: 897-186-04-88, REGON: 381600549 (the “Contractor”).

1.3. These Terms and Conditions supplement the General Terms and Conditions for the Provision of Streaming Services (“GTCS”). In the event of discrepancies concerning the handling of recurring payments, these Terms and Conditions shall apply, subject to any individual arrangements between the Parties.

1.4. Using recurring payments is optional. The Customer may pay invoices manually. Card payments are processed by PayU.

2. SELECTION AND ACTIVATION

2.1. The Ordering Party may select recurring payments during the ordering process or in the Customer Panel by ticking a box, left unchecked by default, to accept these Terms and Conditions and consent to automatic card charges.

2.2. Activation requires successful completion of the card registration and verification process with PayU, including additional authentication where required.

2.3. No automatic charges will be made until card activation has been confirmed. Ticking the consent box alone does not activate recurring payments.

2.4. Choosing a payment method at billing-account level does not replace consent to automatic charges for each specified subscription. A saved card may be used to pay for multiple subscriptions only to the extent separately accepted under the terms of each subscription.

3. RULES FOR CHARGING

3.1. Each invoice is paid through a separate recurring transaction. The Contractor does not combine amounts due under several invoices into a single charge.

3.2. A charge may cover only the outstanding amount payable under the relevant invoice.

3.3. The first automatic attempt shall take place no earlier than the invoice issue date and no earlier than seven calendar days before its payment due date.

3.4. Automatic attempts are permitted no later than the payment due date. No further automatic attempts for that invoice are initiated after that date.

3.5. No new charge is initiated if the invoice has been paid manually or by bank transfer, or if a previous transaction is still pending or its outcome is uncertain.

3.6. Selecting recurring payments does not change the billing periods, amounts charged or payment due dates agreed in the Agreement. Any change to the automatic payment terms requires prior notification of the Ordering Party and, where the change affects the scope of consent granted, renewed consent before the next automatic charge.

4. FAILED PAYMENTS

4.1. Where PayU unequivocally confirms insufficient funds, the Contractor may retry no sooner than after 24 hours and no later than the payment due date.

4.2. If the card is invalid or unavailable, or the transaction outcome is undetermined, automatic retries will not be made contrary to PayU's security and settlement rules.

4.3. A failed automatic charge does not release the Ordering Party from the obligation to pay the invoice. A payment failure does not, in itself, automatically cancel the subscription.

5. PAYMENT ON DEMAND

5.1. The Ordering Party may independently pay an outstanding invoice using the available payment methods.

5.2. Subject to the consent granted, the saved card may be used to pay for a subscription. The Customer Panel may offer a “Pay with saved card” option, including after the payment due date, for the relevant subscription and its contractual amount.

5.3. An on-demand payment initiated by the Ordering Party does not activate or restore automatic recurring payments unless the Customer grants renewed consent during the payment process.

6. CHANGING THE CARD

6.1. The Ordering Party may change the card by repeating the card registration and activation process with PayU.

6.2. The existing card is not replaced until the new card is activated, provided the existing card remains available and usable.

6.3. Changing the card does not cancel transactions initiated earlier.

7. DISABLING RECURRING PAYMENTS

7.1. The Ordering Party may switch to manual payments in the Customer Panel at any time.

7.2. From the moment recurring payments are effectively disabled, no new automatic charges are initiated, including for invoices already issued and unpaid. Transactions initiated earlier are settled according to their actual outcome.

7.3. Changing the payment method does not cancel the Agreement or any subscription. Invoices continue to be issued and must be paid on time.

7.4. The Ordering Party may separately consent to retaining the saved card solely for payments they initiate. Without such consent, further use of the card is disabled, subject to the settlement of earlier transactions and legal obligations.

8. CANCELLING A SUBSCRIPTION

8.1. Cancelling a subscription is separate from disabling recurring payments and applies to the specified subscription, not all services used by the Ordering Party.

8.2. Submitting a cancellation request stops future renewals in accordance with the Agreement and the GTCS. The service remains available until the end of the paid period, subject to the agreed service terms.

8.3. Invoices issued before cancellation remain payable. Cancelling one subscription does not automatically change the payment method for other subscriptions.

9. CARD DATA AND SECURITY

9.1. Card data is handled by PayU. The Contractor does not store the full card number or the CVV/CVC code; it may store an identifier of the saved payment method and information necessary for settlement.

9.2. PayU may require authentication in accordance with applicable security rules, including 3-D Secure.

9.3. The Contractor records the version of the accepted Terms and Conditions, the date, time and source of consent, and the subscription identifier, approved amount, currency, billing period and history of changes, to the extent necessary to process payments and demonstrate their correctness.

10. COMPLAINTS AND FINAL PROVISIONS

10.1. Complaints concerning services and billing are handled in accordance with the GTCS and the Agreement. Reports concerning payment transactions may require cooperation with PayU or the bank.

10.2. These Terms and Conditions do not change individually agreed payment due dates or limit rights arising from mandatory provisions of law.

10.3. Changes to these Terms and Conditions are identified by a version number and effective date. If continued use of recurring payments requires fresh acceptance, the Ordering Party will be given the opportunity to provide it.

10.4. Matters not governed by these Terms and Conditions are subject to the GTCS, the Agreement and Polish law.

11. CONSENT FOR A SPECIFIC SUBSCRIPTION

11.1. Before the first payment enabling card storage, the Contractor presents a separate consent for the specified subscription on the payment screen, unchecked by default. Consent is not presumed and does not arise merely from accepting the store's terms or saving the card.

11.2. Before consenting, the Ordering Party receives at least: the name and identifier of the service/subscription; the gross amount and currency of an individual charge; the monthly price for a fixed rate; the frequency and billing period; the expected date of the first and subsequent charges; the duration or information that the subscription is indefinite, and how to terminate it.

11.3. Where the amount of a future fee cannot be objectively determined in advance, a clear calculation method and rules for notification of the final amount are provided before acceptance. This does not authorise arbitrary increases in charges without consent.

11.4. If the Customer purchases several subscriptions, each is identified separately and has its own scope of consent. One saved card may be shared, but consent for one service does not authorise charges for other services.

11.5. The Ordering Party may withdraw consent to automatic payments at any time without cancelling the underlying service agreement. Withdrawal applies to new charges after it has been registered; transactions already initiated are settled according to their actual outcome.

12. CHANGES TO AMOUNTS AND TERMS

12.1. A change in price, currency, frequency or service scope beyond previously accepted terms suspends new automatic charges for the relevant subscription until new explicit consent is obtained. This does not suspend the issuing of invoices due or the option of manual payment.

12.2. In the Customer Panel, the Contractor displays the current amount of the next invoice and information about the amount and terms covered by consent to automatic collection. A discrepancy between these details means there is no authorisation to make an automatic charge.

12.3. A change in the method of calculating tax or amounts due, an adjustment, discount or partial payment does not authorise collection of an amount higher than that allowed by valid consent. Each charge must correspond to the actual unpaid balance of a specific invoice.

13. NOTIFICATIONS AND CONFIRMATIONS

13.1. The Contractor endeavours to send notification of an upcoming automatic charge to the email address linked to the account at least 19 days before payment, as well as information about changes to the amount or frequency. If such early notice is not possible, this does not replace the required prior consent.

13.2. After accepting the cancellation of automatic payments, the Contractor promptly confirms it by email, stating that new automatic charges have been stopped and providing information about any transactions already initiated. If there are no such transactions, no further automatic payment will take place.

13.3. The Ordering Party should keep their email address and contact details up to date. The Contractor provides notice of material delays in service provision in accordance with the Agreement and the GTCS.

14. COMPLAINTS, SECURITY AND SETTLEMENTS

14.1. A complaint concerning an automatic payment may be submitted to the Contractor via the channels indicated in the GTCS or the Customer Panel. The Contractor accepts the complaint and cooperates with PayU in clarifying the transaction.

14.2. Where a complaint requires PayU's involvement, the Contractor forwards it to PayU within 3 business days of receipt. If the complaint is rejected, the Contractor sends PayU information about the rejection, together with reasons, within 3 business days of the decision.

14.3. The Contractor uses an encrypted connection to the Service and account protection measures. Full card details and CVV/CVC codes are not stored in the Nadaje.com system. Removing a saved card may prevent further automatic payments.

14.4. The Contractor does not attempt automatic charges more than once every 24 hours or after the invoice payment due date. No new attempt is made while the previous one could still succeed. Compliance with these limits does not remove the obligation to pay the invoice on time.

14.5. The Contractor is responsible for the correctness of charges it initiates, especially amounts exceeding those the Ordering Party could reasonably expect under the accepted terms. Rights to file complaints with the bank or payment operator remain unaffected.

14.6. This document does not confirm that the automatic charging functionality has been launched. Automatic payments may be made available only after configuration, testing and approval by the Contractor and PayU.