



Annex - Provisions for Payment Card Operators in Chile

1. General Aspects

11. This Annex is an integral part of the payment processing service agreement entered into between the Parties: *General Terms and Conditions of Use for PayU Businesses*
12. The Terms established in this Annex have the same definition as those stipulated in the Agreement, unless otherwise specified.
13. If there is a conflict between the Agreement's provisions and this Annex, this document's provisions will take priority.

2. KLAP Operator Provisions:

21. These provisions only apply to processing transactions through the Operator ISWITCH S.A. (herein "Klap"), which operates credit, debit, and payment cards with provision of funds (herein the "Cards"), and with which PayU Chile S.A. (Herein "PayU") has signed an Affiliation and Service Provider Contract for the Payments Processing (herein the "Contract").
22. PayU Chile S.A. (herein "PayU") will pay the transactions with Cards to the Business and according to the current regulations, KLAP is responsible for paying them.
23. Transactions with the Cards must be paid to the Business by PayU through a payment method made to the Business' Virtual Account. The Business expressly accepts payment of its transactions to said account, in the following maximum periods counted as of the date PayU receives the payment from KLAP: For (a) Credit Cards; (b) Payment Cards with Provision of Funds; and (c) Debit Cards, in a maximum of 24 hours.
24. **In the event there is no integral and timely payment by PayU to the Business for the transactions with Cards, the Business undertakes to notify KLAP in writing no later than the following day by e-mail: contacto@klap.cl.**
25. If they do not carry out the notification in the previously indicated time and form, the Business exempts KLAP from the responsibility of paying for the transactions with Cards not paid on time by PayU, undertaking to require payment only and directly from PayU.
26. The Business expressly authorizes PayU to share the information on transactions with KLAP and process the transactions by its order. In any cases, all the information in the Cards is strictly confidential, reason why the Business may not store the data in them in any way without prior and express authorization from the payers. This also applies to PayU and



KLAP, notwithstanding storage for security purposes and ease of operations by PayU, which must fall within the scope of the PCI DSS certification.

27. The Cards may not be used to carry out transactions other than those included in the Business line.
28. Transactions must be carried out in the legal tender in Chile, whether issued abroad or in Chile, in order to pay transactions performed by the cardholder to the Business. The Business recognizes and accepts that only the cardholders may use their Credit Cards, Debit Cards, and nominative Prepaid Cards. Admitting and processing transactions with Cards that do not correspond to the cardholder is prohibited.
29. PayU will provide the technological facilities, materials, and necessary training to the Business for them to receive the transactions.
210. The Business may not discriminate the Cards by charging additional fees for using them.
211. KLAP will have the right to immediately suspend or end the acceptance of Cards, whether specifically with respect to the Business, without a right to indemnities or compensation, or with respect to PayU in the event of noncompliance with the corresponding regulatory, contractual or Card Brand regulations or by a requirement from them, especially in the event the sales limits established by Card Brands are surpassed, whether by PayU or any Business.
212. If the Contract signed between KLAP and PayU is terminated, the Business will be responsible for paying eventual chargebacks or fines imposed by the Card Brands referring to facts or transactions that occurred during the term of said contract and may be received even up to 120 days after the contract's termination date.
213. At its discretion, PayU may perform additional data verifications and credit and knowledge checks on the Business, in accordance with its internal policies, based on its tools and controls.
214. The Business must abstain from requiring cardholders to waive the right to dispute a transaction and perform a chargeback, as well as from discriminating Cards by establishing additional fees for processing transactions performed with other similar payment products.
215. For security purposes, fraud prevention or the stability of the Card system, KLAP may establish temporary restrictions, prohibitions, or suspensions to accepting Cards in one or more of the Businesses. If it requires more information from the Businesses, PayU must provide said information within the terms provided by KLAP, for which the Businesses must provide it to PayU if required in the terms required by KLAP. Even so, when it comes to specific Businesses and based on committing fraud with Cards, suspicions justified by their



execution, behavior that indicates the commission of fraud, the execution of allegedly suspicious transactions or other circumstances related to fraud with Cards or money laundering, KLAP may interrupt the payment of transactions.

3. TRANSBANK Operator Provisions:

- 3.1. These provisions only apply to processing transactions through the Operator Transbank S.A. (herein "Transbank"), which operates credit, debit, and payment cards with provision of funds (herein the "Cards"), and with which PayU Chile S.A. (herein "PayU") has signed a PSP Affiliation Contract (herein the "Contract").
- 3.2. The liquidation funds Transbank delivers to PayU will be in Chilean pesos and may only be used to pay the Business.
- 3.3. PayU will pay transactions with the Cards to the Business, in accordance with the current regulations.
- 3.4. PayU must pay transactions with the Cards to the Business in the maximum term of 15 calendar days as of the date of each transaction.
- 3.5. **The Business must notify Transbank of an integral failure to pay exceeding the terms agreed upon between the Business and PayU through the e-mail atencionpagospsp@transbank.cl**
- 3.6. The Business must provide said notification of failure to pay no later than the business day after the failure to pay within the term agreed upon between the Business and PayU.
- 3.7. If the Business does not carry out the notification as established above, Transbank will be exempted from the responsibility of paying for the transactions with Cards not paid or partially paid by PayU, undertaking to require payment only and directly from PayU.
- 3.8. When it comes to payments for goods and/or services carried out with the Cards at the Business through PayU that were approved by Transbank and paid by it to PayU for payment to the Business, the respective good or service will be understood as being paid, discontinuing the correlative obligation. Consequently, the Business, with respect to the good or service being paid, may not charge the cardholder, suspend supplies, expire policies, charge fines, etc.
- 3.9. In the event of noncompliance with the corresponding regulatory, contractual or Brand regulations, or through a requirement by the Brands, especially when the sales limits they establish are surpassed, or due to suspicious or fraudulent activities by PayU or the Business, Transbank may immediately suspend or terminate the acceptance of Cards, whether it is specifically with respect to the Business or PayU.



- 3.10. If there are alerts of suspicions of illegal or fraudulent activities by the Business, Transbank will be authorized to suspend the acceptance of Cards with respect to the Business, simultaneously notifying PayU.
- 3.11. Moreover, Transbank, through PayU, will have the power to require the Business to provide background information referring to its relationship with PayU, especially in terms of the payment of transactions with the Cards and the business line in which it develops its activities.
- 3.12. The Cards may not be used for transactions other than those inherent to the Business line.
- 3.13. Transactions carried out with the Cards must be made in the legal tender in Chile.
- 3.14. The Business will charge cardholders a maximum of the same spot prices it charges to the public, including the respective taxes, without any type of surcharge. This even applies to goods and/or services with special discounts, whether due to promotions, offers, clearances, outlet or second-hand sales, discount days, etc. The above is in the measure the TDLC or National Economic Prosecutor's Office (FNE, for the Spanish original) has not provided otherwise in a definitive sentence that is enforceable for ordinary courts of justice or it is provided by the law or current regulations.
- 3.15. The Business will not discriminate in terms of cardholders, whether issued nationally or abroad, for any reason or purpose based on the fact of using the Cards.
- 3.16. Any dispute or difficulty between the Business and cardholder related to a good not delivered or service not received, or the quality, quantity, price, time, or any other characteristic of the sale carried out or service provided must be resolved directly between those parties without any intervention or responsibility by Transbank.
- 3.17. The Business must keep the issued sales vouchers, whether physical or virtual, for a minimum of 1 year as of the date of the respective transaction. Transbank, within the indicated term and through PayU, may request delivering or sending sales vouchers. If, in light of this request, they do not deliver them within the five following business days or does not meet any of the requirements indicated above, they hereby authorize Transbank to discount the amount of the transaction being discussed from any subsequent payment.
- 3.18. For the system to function properly and avoid the Cards to be used for illegitimate or fraudulent purposes, the Business will undertake, at its own cost, to educate and train their staff and dependents on their operation and management in all aspects.
- 3.19. The Business will not allow Cards to be used to obtain money in cash unless they have that respective product contracted. Therefore, unless expressly contracted with Transbank, PayU undertakes not to grant loans, cash checks or other documents or guarantee with



the sales vouchers to Cardholders' obligations other than the payment of a good or service, whether present, future, or eventual, as well as to make inquiries regarding the validity and/or availability of funds of the Cards that are not derived from a payment transaction.

320. The Business commits to take the necessary safety measures for the information of transactions performed with Cards to be properly protected. It is hereby stated for the record that, notwithstanding ownership of the information on the cardholders, in accordance with the current regulations, the information in the Cards is the property of the respective Issuers and cardholders and is confidential. Storing the data contained on the front and back, including data that comprises the magnetic stripe, chip, or other similar part, is expressly prohibited unless authorized by the cardholder. PayU and the Business will be liable unto Transbank and the corresponding third parties for damages derived from failing to comply with the provisions of this paragraph.
321. The Business accepts PayU or Transbank's right, or that of whoever they may appoint, to carry out the reasonably necessary reviews, which may be originated by request of the Brands or a competent sectoral authority, to verify effective compliance with the obligations set forth in this Annex. It also agrees to provide reliable answers to queries on quality of service required by PayU or Transbank for the same purpose.
322. In the event transactions are repeatedly objected to as indicative of fraud or fraudulent transactions, PayU or Transbank may suspend transactions related to the Business. In addition, in the event fraudulent transactions identified by the Brands, Issuers, Transbank or any entity whose purpose is to prevent or control the legitimacy of transactions in the Card payment scheme, whether they are in person or not, are verified, the Business must cooperate with delivering truthful and prompt information and provide access to its surroundings, in order to control the detected situation.
323. Transbank may impose restrictions, prohibitions, or temporary suspensions to the acceptance of Cards due to well-founded reasons related to the Card system's security or stability, as requested by the Brands, Issuers, or regulatory entities in the event of fraud or illicit activities.