

TERMS AND CONDITIONS FOR EXECUTION OF PAYMENT TRANSACTIONS

§ 1 Terms used in Terms and Conditions shall mean:

1. **Merchant** – an entity that enables the Payer to make a Payment, bound to Tpay by a payment services agreement;
2. **Tpay** – Krajowy Integrator Płatności spółka akcyjna (joint-stock company) with the registered office in Poznań, plac Andersa 3, 17 floor, 61-894 Poznań, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court Poznań - Nowe Miasto i Wilda in Poznań, VIII Division of the National Court Register under KRS number 0000412357, tax identification number NIP 7773061579, statistical number REGON 300878437, share capital PLN 5,494,980.00 - paid in full;
3. **Website** – a website run by Tpay, website address: <http://tpay.com>, e-mail: kontakt@tpay.com, including the IT module, with the use of which it is possible to initiate and carry out a payment transaction with the use of the Payer's payment instrument;
4. **Payer** – a customer of the Merchant, being a natural person using the Portal, who intends to purchase goods or services offered by the Merchant by making a Payment using the Website;
5. **Consumer** – a natural person making a legal transaction with Tpay which is not directly related to his/her economic or professional activity;
6. **Portals** – commercial outlets (e.g. online shops) operated by the Merchant where the Merchant will accept Payments via Tpay, as well as mobile applications through which Payments can be made using Payment Instruments;
7. **Payment** – a monetary performance made by the Payer to the Merchant through the Website in performance of an obligation arisen between the Payer and the Merchant;
8. **Service** – a payment service within the meaning of the Payment Services Act (PSA) performed by Tpay for the Payer based on the provisions of the regulations, consisting in execution of a Payment;
9. **Payment Initiation Service** – Service referred to in Article 3(5) of PSA, consisting of a one-time initiation of a Payment Order at the request of the Payer from the account kept by the Intermediary Entity in order to execute the Payment;
10. **Business Day** – a day from Monday to Friday, with the exception of public holidays in Poland;

11. **Intermediary Entity** – an entity other than Tpay, through which the Payer transfers funds from a Payment to Tpay, in particular a bank, other payment institution, other settlement agent, payment system operator, electronic money institution, postal operator;
12. **Website Account** – Tpay's bank account, intended exclusively for servicing of transactions performed through the Website;
13. **Payment Order** – a statement directed by the Payer to Tpay containing an instruction to execute a specific payment transaction;
14. **Addition** – an application extending the functionality of the Internet browser, with the help of which the fields containing the bank transfer data on the bank's website are automatically filled in in accordance with the Payer's previous instructions;
15. **Newsletter** – a service provided electronically enabling the Payer to receive information from Tpay, in particular about the Services provided, the Website, including news and promotions, to the e-mail address provided by the Payer, upon the Payer's explicit consent;
16. **Terms and Conditions** – these Terms and Conditions for execution of payment transactions;
17. **PSA** – Payment Services Act of 19 August 2021 (Journal of Laws of 2020, item 794 as amended);
18. **APSBEM** – the Act on Providing Services by Electronic Means of 18 July 2002 (Journal of Laws of 2020, item 344, consolidated text).

§ 2 General provisions

1. These Terms and Conditions set out the rules for providing Payers with ability to make Payments via the Website, including using the Payment Initiation Service.
2. The entity providing the Services under the Terms and Conditions is Tpay.
3. Tpay represents that it has designed and operates a website called "Tpay" that enables a Payer to make Payments. The Website provides Payers with a variety of methods to make Payments, accepts Payers' payments into its Accounts, confirms to the Merchant that the payment has been processed and transfers those payments to the Merchant's account.
4. Tpay holds a license to operate as a domestic payment institution issued by the Financial Supervision Commission and is registered in the Payment Services Register under number IP27/2014 and holds the status of a settlement agent in accordance with the PSA. Tpay is supervised by the Financial Supervision Commission.
5. In order to use the Service, the following minimum requirements are required: Internet access, a correctly configured and updated Internet browser which accepts cookies and an active and correctly configured e-mail account. Tpay shall not be liable for events resulting from the Payer's failure to comply with the aforementioned technical requirements necessary for cooperation with the ICT system he or she uses.

6. To use the addition, it is required to have a correctly configured and updated Mozilla Firefox or Google Chrome web browser.
7. Using the services of the Website does not require registration.
8. To use the Service, a Payer must read and accept these Terms and Conditions.
9. The services described in these Terms and Conditions are provided to Payers free of charge.
10. The Service does not include maintaining a payment account for the Payer within the meaning of the PSA.
11. Actions performed on the Website are not of a banking nature. The use of Tpay services is not related to opening of a bank account within the meaning of the Act of 23 April 1964 - Civil Code (Journal of Laws of 2020, item 1740 as amended) and the Act of 29 August 1997 - Banking Law (Journal of Laws of 2020, item 1896 as amended).
12. The activities performed on the Website by Tpay do not have the character of credit intermediation, as referred to in the Act of 12 May 2011 on Consumer Credit (Journal of Laws of 2019, item 1083 as amended).

§ 3 Service provision

1. Tpay enables Payers to make Payments using payment instruments (payment methods) for which the Merchant has entered into an agreement with Tpay. It is at the Merchant's discretion whether to allow Payments to be made using certain payment instruments, so that some payment methods may not be available to the Payer. Making Payments using some of the payment methods is possible using the Payment Initiation Service.
2. In order to use the Service, the Payer is required to provide the following data:
 - a. name and surname,
 - b. e-mail address.
3. The Agreement between Payers and Tpay for the performance of the Service is concluded upon the provision of the data specified in section 2 above, the acceptance of the Terms and Conditions and the submission by the Payer (or, in the case of the Payment Initiation Service, on behalf of the Payer) of a Payment Order, in the mode of the APSbEM. Where the Payment Initiation Service is used, the Payers:
 - a. declare that they're acting on their own behalf and, if acting on behalf of another person, that the Payer is authorized to carry out all activities as part of the Payment Initiation Service;
 - b. provide the details and make any representations necessary for Tpay to provide the Payment Initiation Service, including consenting to the initiation of the Transaction.

4. A Payment Order is submitted when the amount of the Payment is credited to the Website Account. In case of a Payment Order received on a day that is not a Business Day, the day of receipt of the Payment Order shall be deemed to be the first Business Day thereafter.
5. In order to carry out Payments, Tpay provides Payers with a tool in the form of the Addition. The use of the Addition is voluntary and is not necessary for the correct and efficient execution of payment transactions.
6. In order to use the Addition, Payers must install it on the web browser by selecting the Addition and accepting the installation process.
7. If the automatic filling in of the transfer data using the Addition is used, the Payer is obliged to verify the correctness and completeness of the data entered and to make sure that the Addition certificate is displayed correctly. The Payer is obliged to exercise due diligence in this respect.
8. In order to initiate a Payment Order or commence the Payment Initiation Service, the Payer should select in the Merchant's Portal the option to make a Payment through the Website (e.g. by clicking on the "Pay with Tpay" button), unless the design of the Merchant's Portal or the mobile application through which the Payment is initiated provides for a different way of initiating the Payment Order. Tpay initiates a Payment Transaction under the Payment Initiation Service immediately after receiving all required data from the Payer and performing the steps set out in the Terms and Conditions.
9. After correct initiation of the Payment Order, authorization of the transaction and confirmation of sufficient balance of funds on the payment account or payment instrument of the Payer, the Intermediary Entity shall transfer the amount of the Payment to the Website Account. The Payer shall be informed of the initiation of the Payment Order and of the execution of the Payment by means of an electronic message allowing the data contained therein to be recorded and by electronic mail to previously indicated address.
10. The Payer acknowledges that the Payer cannot revoke a Payment Order once the consent was given to Tpay to initiate a payment transaction under the Payment Initiation Service.
11. Tpay's intermediation in the transfer of Payments through Website Accounts does not entitle Payers to claim interest on payments temporarily placed in Website Accounts.
12. Tpay is not a party to the agreements or any other legal relationship between the Payer and the Merchant and shall have no liability on these grounds. In particular, it shall not be liable to the Payer for the non-performance or undue performance of an obligation by the Merchant, nor to the Merchant for the non-performance or undue performance of an obligation by the Payer.
13. Tpay reserves the right to refuse to provide a Service if the provisions of these Terms and Conditions are violated or if it has doubts as to the legality of a given Payment, including its connection with terrorist activity or money laundering. In addition, Tpay refuses to provide the Payment Initiation Service if:

- a. an Intermediary Entity operating the Payer's account has refused access to the account or it is otherwise impossible or unacceptable;
 - b. a Payer has not correctly confirmed his or her identity, in the manner agreed with the Intermediary Entity operating the Payer's account in that Intermediary Entity's interface.
14. Tpay is not responsible for conditions of service provision in favor of Payers by Intermediary Entities which may prevent the execution of a given Payment.
15. Tpay shall be liable for non-performance or inadequate performance of the Service in accordance with the rules set out in the PSA. The rules of liability of the Intermediary Entity operating the account for the Payer for unauthorized payment transactions initiated against that account are defined in an agreement between the Payer and the Intermediary Entity conducting this account.
16. In order to commence the Newsletter service, it is required that the Payer grants a separate consent to receive the Newsletter by providing his/her e-mail address or by ticking a relevant checkbox.
17. The Payer may unsubscribe from the Newsletter at any time by sending an appropriate request to Tpay by electronic mail (e-mail) or by clicking on the link made available to the Payer in the e-mail.
18. Tpay implements a secure procedure for notifying the Payer in the event of fraud or suspected fraud or security risks.

§ 4 Complaints

1. Complaints regarding Payments made through the Website are resolved by Tpay.
2. The Payer may lodge a complaint in writing, including by post to the address of Tpay indicated in § 1 of the Terms and Conditions, by telephone on the hotline number (61) 66 82 778, in electronic form located at: <https://tpay.com/kontakt> or at the e-mail address: kontakt@tpay.com.
3. The Payer must include in the complaint: the reason for the complaint, a description of the objections, his/her e-mail address, the transaction ID, the amount of the Payment, the name and surname of the bank account holder, the date of the Payment and the name of the bank to whose account the Payment was directed. Tpay may ask the Payer to provide further information and documents if required to investigate the complaint.
4. Tpay shall confirm the receipt of the complaint by means of an automatic message with the indication of the complaint number. The payer should keep this number for further correspondence.
5. Tpay undertakes to fully handle Payers' complaints and to respond to them within 15 (fifteen) business days at the latest. The response to the complaint shall be issued as requested by the Payer to his/her e-mail address. In other cases, Tpay shall respond in paper form or by means of another durable medium.

6. In particularly complicated cases which make it impossible to consider the complaint and provide a reply within the time limit referred to in section 5 above, Tpay:
 - a. explains the reason for the delay;
 - b. indicates the circumstances which must be established in order for the case to be dealt with;
 - c. states the expected time limit for the handling of the complaint and the response, which shall not be longer than 35 business days from the receipt of the complaint.
7. In justified cases, upon the Merchant's request, Tpay may refund to the Payer the amount of the Payment. Tpay shall execute such an instruction within not more than 7 business days from the date of submission of the request by the Merchant with the exception of refunds of Payments made using a payment card. All payment transactions are performed by Tpay exclusively on a non-cash basis – using a transfer order.
8. The Payer shall immediately notify Tpay of any identified unauthorized, non-executed or improperly executed payment transactions. If the Payer fails to make the notification referred to above within 13 months from the date on which his or her payment account was debited or from the date on which the transaction was to be executed, the Payer's claims against Tpay for unauthorized, non-executed or unduly executed payment transactions shall expire.

§ 5 Personal data

1. The Controller of the personal data of Payers specified in § 3(2) of the Terms and Conditions is Krajowy Integrator Płatności spółka akcyjna with its seat in Poznań, plac Andersa 3, 17 floor, 61-894 Poznań, phone (61) 66 82 778, e-mail: kontakt@tpay.com. Direct contact with the data protection officer appointed by the Controller is possible at e-mail address: iod@tpay.com.
2. The Controller informs that:
 - a. provision of personal data is voluntary, however, it is necessary for the submission of the Payment Order, the execution of the payment transaction and the conclusion and performance of the Service Agreement based on the Terms and Conditions; in addition, Tpay is entitled to process the following data characterizing the use by the Payers of the service provided electronically (exploitation data):
 - i. the Payer's identification markings based on the data referred to in point (a) above;
 - ii. designations identifying the telecommunications network termination point or the ICT system used by the Payer;
 - iii. information about the beginning, end and scope of each use of the Service;
 - iv. information on the use of the Service by the recipient.

- b. data will be processed on the basis of Article 6(1) point (b) and point (c) of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (GDPR), i.e. for the purpose of implementing the Service agreement and for the purpose of fulfilling the Controller's legal obligations arising from the PSA and the Act of 1 March 2018 on the prevention of money laundering and terrorist financing (Journal of Laws of 2020, item 971 as amended);
 - c. data will be transferred to the Merchant for the purpose of payment processing confirmation and to subcontractors and entities entrusted by the Controller with the performance of operational activities for the purpose of payment transactions processing, such as IT infrastructure providers, hosting services and mailing tools; moreover, the data may be transferred only to authorized bodies and institutions pursuant to the generally applicable provisions of law;
 - d. personal data will be kept for the period necessary to achieve the purpose of the processing, in particular taking into account the requirements set out by law, including the PSA;
 - e. the Payer has the right to request access, rectification and portability of his or her data;
 - f. the Payer has the right to lodge a complaint with the President of the Office for Personal Data Protection in the event that the manner in which personal data is processed violates applicable regulations.
3. With regard to the Newsletter service, the Controller informs that:
- a. providing of personal data is voluntary, however, it is necessary for the Newsletter service;
 - b. data will be processed on the basis of Article 6(1) point (a) of the GDPR, i.e. on the basis of the given consent;
 - c. data may be transferred only to authorized bodies and institutions on the basis of generally binding legal regulations;
 - d. personal data will be kept for the duration of the given consent to the processing;
 - e. the Payer has the right to withdraw consent to the processing of personal data at any time, without affecting the lawfulness of the processing carried out on the basis of consent before its withdrawal;
 - f. the Payer has the right to request access, rectification, erasure, restriction of processing and portability of his or her data;
 - g. the Payer has the right to lodge a complaint with the President of the Office for Personal Data Protection in the event that the manner in which personal data is processed violates applicable regulations.

4. Tpay applies security measures, including organizational and technical measures, and fulfils its obligations regarding the protection of personal data under generally applicable laws, in particular the GDPR. Data will be made available only to entities authorized under applicable laws.

§ 6 Payer's obligations

1. **The Payer is obliged, when using the Service, to:**
 - a. comply with the Terms and Conditions,
 - b. comply with legal regulations,
 - c. comply with the rules of fair and honest trading,
 - d. use authentic and genuine data.
2. It is prohibited during use of the Website, the Addition as well as the Service and the Payment Initiation Service to:
 - a. make any attempt to interfere with the information systems of Tpay, the Intermediary Entities or the Merchant,
 - b. provide unlawful content,
 - c. use of a payment instrument:
 - i. void or reserved, or
 - ii. by an unauthorized person, or
 - iii. by a person who does not provide full identification and authorization data, or
 - iv. in respect of which Tpay reasonably suspects its unauthorized use.
 - d. use of the **Payment** Initiation Service:
 - i. by an unauthorized person, or
 - ii. by a person who does not provide full identification and authorization data.

§ 7 Final provisions

1. The content of these Terms and Conditions is made available free of charge to each Payer on the Tpay website and/or the Portal prior to the initiation of the Payment Order, in such manner that the Payer may obtain, reproduce and record its content by means of the ICT system he/she uses, in accordance with Article 8 (1) point (2) of the Act on Providing Services by Electronic Means. The condition of using the Services is the acceptance of these Terms and Conditions.
2. Tpay reserves the right to amend these Terms and Conditions. The changes are effective as of the date of their announcement on the Portal's website. This change does not apply to Payments which were made prior to the change of the Terms and Conditions; the current provisions shall apply to such

Payments, as well as to any legal consequences resulting therefrom. The change of Tpay's address data does not constitute a change to the Terms and Conditions as defined herein.

3. All legal relations arising from the Terms and Conditions shall be governed by the Polish law and actions arising from the Terms and Conditions shall be performed in Polish.
4. For all disputes arising from the application of these Terms and Conditions and any legal relationship arising from the performance of the Service, with the exception of disputes involving consumers, the court of competent jurisdiction for the seat of Tpay shall have exclusive jurisdiction.
5. The Payer may file a complaint with the Financial Supervision Commission against the action of Tpay if such action violates the provisions of law.
6. The Payer, who is a Consumer, may use the ODR service (online dispute resolution) located at <http://ec.europa.eu/consumers/odr/>. For this purpose, the Payer should indicate in the form located at the above address the data of Tpay, including the e-mail address: kontakt@tpay.com.
7. A Payer who is a Consumer is also able to use the assistance of entities entitled to out-of-court resolution of consumer disputes within the meaning of the Act of 23 September 2016 on out-of-court resolution of consumer disputes (Journal of Laws of 2016, item 1823 as amended). Entities entitled to out-of-court resolution of consumer disputes in the field of financial services are:
 - a. Financial Ombudsman [Rzecznik Finansowy] (for more information see rf.gov.pl/policy),
 - b. Arbitration Court at the Polish Financial Supervision Authority (for more information visit knf.gov.pl/dla_konsumenta/sad_polubowny),

Detailed information on out-of-court resolution of consumer disputes is available on the website of the Office of Competition and Consumer Protection, at: polubowne.uokik.gov.pl.

8. The Payer may withdraw from the Agreement referred to in §3 section 3 of the Terms and Conditions without giving any reason and without bearing any additional costs within 14 days from the date of its conclusion. The deadline shall be deemed to have been observed if the relevant statement is sent before its expiry. The statement of withdrawal shall be submitted in writing to the address of Tpay: plac Andersa 3, 17 floor, 61-894 Poznań or sent by e-mail to the address: kontakt@tpay.com. The right of withdrawal shall not apply to the Payer if the Service or the Payment Initiation Service is fully performed at the request of the Payer before the expiry of the period referred to in the first sentence of this article.
9. The Terms and Conditions in the current wording shall come into force on 20 April 2021.