

Terms & Conditions of Payments

§ 1 The words and expressions used throughout these Terms & Conditions shall have the following meanings:

1. **Merchant** – a party enabling the Payer to make a Payment, bound by a payment service agreement with Tpay;
2. **Tpay** – Krajowy Integrator Płatności spółka akcyjna, a joint-stock company with its registered seat in Poznań, Poland, street address: ul. Św. Marcin 73/6, 61-808 Poznań, registered in the entrepreneurs registry - National Court Register kept by the District Court for Poznań - Nowe Miasto and Wilda in Poznań, VIII Commercial Division of the National Court Register with number KRS 0000412357, tax ID: 7773061579, statistical number REGON: 300878437, share capital: PLN 5,494,980.00 - paid up in whole;
3. **Site** – means the website operated by Tpay at (URL): <http://tpay.com>, e-mail: kontakt@tpay.com, including the IT module which can be used to initiate and execute a Payment transaction involving the Payer's payment instrument;
4. **Payer** – the Merchant's customer, a natural person who has signed up for the Portal, intending to buy the goods or services offered by the Payer through making a Payment via the Site;
5. **Consumer** – a natural person who acts with Tpay a legal act not directly related to its business or professional activity;
6. **Portals** – points of sale (such as online stores) operated by the Merchant, at which the Merchant will be accepting Payments via Tpay, as well as mobile applications available for making Payments with Payment Instruments;
7. **Payment** – a cash benefit provided by the Payer to the Merchant through the Site in the course of fulfillment of an obligation occurring between the Payer and the Merchant to that effect;
8. **Service** – payment service as defined in the Payment Services Act of 19 August 2011, provided by Tpay to the Payer, on the basis of these Terms & Conditions, consisting of execution of a Payment;
9. **Business Day** – any day of the week, from Monday through Friday, other than an official public holiday in the territory of Poland;
10. **Intermediary** – any party other than Tpay serving as agent for the Payer to transfer cash from Payment to Tpay, particularly such as a bank, another payment institution, another clearing agent, a payment system operator, an electronic money institution, a postal operator;
11. **Site Account** – the Tpay bank account dedicated exclusively to handling of the transactions executed via the Site;
12. **Payment Order** – a Payer's statement to Tpay, containing an instruction to execute a specific payment transaction;
13. **Plug-in** – an application extending the functionality of a Web browser through which data is automatically filled in to bank transfer data fields on a bank's website, as per the Payer's prior instruction;
14. **Newsletter** – an electronically supplied service, enabling the Payer to receive information from Tpay, specifically concerning the supplied Services, the Site, news and promotions, to the e-mail provided by the Payer, with the Payer's express consent;
15. **Terms & Conditions** – these terms and conditions of closing payment transactions;
16. **Payment Services Act** – the Payment Services Act of 19 August 2011 (consolidated text of 28 September 2017 Journal of Laws of 2017, item 2003, as amended);
17. **Electronic Supply of Services Act** - the Electronic Supply of Services Act of 18 July 2002 (consolidated text of 9 June 2017 Journal of Laws of 2018, item 1219, as amended).

§ 2 General

1. These Terms & Conditions define the conditions for offering an option for Payers to make Payments via the Site.

2. The provider of the services hereunder is Tpay.
3. Tpay hereby declares and represents that it has designed and is operating an online payment system called "tpay.com", enabling Payers to make Payments. The Site offers various Payment methods to Payers, receives payments made by Payers to its Accounts, confirms payment completion to Merchants and remits such payments to the respective Merchant's account.
4. Tpay is licensed to operate as a national payment institution by the Polish Financial Supervision Authority, registered in the Payment Services Registry with number IP27/2014, and has been assigned a clearing agent status according to the Payment Services Act. Tpay is supervised by the Polish Financial Supervision Authority.
5. At least the following requirements must be fulfilled for using the Site: Internet access; a Web browser in the right configuration and with the requisite updates, with cookies enabled; and an active, properly configured e-mail account. Tpay shall not be responsible for any events occasioned by the Payer's non-compliance with the above specified technical requirements which are indispensable for compatibility with the telecommunication/IT system used.
6. In order to use a plug-in, the user must have a Mozilla Firefox or Google Chrome browser, properly configured and updated as appropriate.
7. Sign-up is not required for using the services offered through the Site.
8. In order to use a Service, the user must read and accept the Terms & Conditions.
9. The Services covered by these Terms & Conditions are supplied to Payers free of charge.
10. The scope of Service does not encompass operating a payment account for the Payer, within the meaning of the Payment Services Act of 19 August 2011.
11. The transactions closed on the Site are not recognized as banking transactions. Use of Tpay services does not involve opening a bank account within the meaning of the Civil Code Act of 23 April 1964, consolidated text of 9 February 2017, Journal of Laws of 2017, item 459, as amended, and the Act of 29 August 1997 - Banking Law (consolidated text of 15 September 2017, Journal of Laws of 2017, item 1876, as amended).
12. The transactions executed on the Site by Tpay shall not be recognized as credit agency services as mentioned in the Consumer Credit Act of 12 May 2011 (consolidated text of 23 August 2016, Journal of Laws of 2016, item 1528, as amended).

§ 3 Service performance

1. Tpay enables Payers to make Payments with the use of such payment instruments (payment methods) which are covered by an agreement in place between the respective Merchant and Tpay. The Merchant shall determine the Payment options to be available with certain payment instruments; therefore, certain payment methods can be unavailable to a specific Payer.
2. In order to use the Service, the Payer concerned is required to provide the following information:
 - i. Full name,
 - ii. Address of domicile (street, building number, apartment number, post code, town/city),
 - iii. E-mail,
 - iv. Telephone number.
3. A contract between a specific Payer and Tpay concerning the supply of Service shall be duly effected as soon as the Payer provides the data specified under (4) above, the Terms & Conditions are accepted, and a Payment Order is placed by the Payer according to the procedure prescribed in the Electronic Supply of Services Act.
4. A payment order is effectively placed as soon as the Payment amount is credited to the Site Account. A Payment Order received on a non-Business Day shall be deemed to be received on the first Business Day following that day.
5. For the purpose of making a Payment, Tpay offers a Plug-in tool to Payers. Use of the Plug-in is voluntary and is not required for proper and effective handling of payment transactions.
6. To use the Plug-in, users should install it in their Web browser by selecting it and accepting the installation process.

7. A Payer intending to use automatic transfer data propagation option available in the Plug-in must verify that the data input is accurate and complete, and make sure that the Plug-in certificate is displayed correctly. The Payer is required to proceed with due diligence in this respect.
8. In order to initiate a Payment Order, a Payer should select the Site Payment option in the Merchant Portal (e.g. by using "Pay with tpay.com" button), unless a different method of initiating a Payment Order is assumed in the design of the Merchant Portal or the mobile application through which Payment is initiated.
9. When a Payment Order has been initiated properly, transaction has been authenticated and confirmation is received of the sufficient balance of cash in the Payer's payment account or instrument, the Intermediary shall transfer the Payment amount to the Site Account. The Payer will be notified of Payment Order initiation and completion by an electronic message with the option of saving the data contents, and via e-mail to the inbox specified by the Payer.
10. The intermediation of Tpay in transmission of Payments via Site Accounts shall not entitle Payers to claim any interest on payments temporarily credited to Site Accounts.
11. Tpay is not a party to any agreements or any other legal relationships between a Payer and a Merchant, and shall not take any responsibility in this respect. Specifically, Tpay shall not be held accountable by any Payer for nonperformance or default in performance of an obligation by a Merchant, or by any Merchant for nonperformance or default in performance by a Payer.
12. Tpay hereby reserves the right to refuse to supply a Service in the event of breach of these Terms & Conditions, or in the event of any uncertainty as to the compliance of any given Payment with the applicable laws, or its being associated with terrorist or money laundering activities.
13. Tpay shall not be liable for any terms of supply of services to Payers by Intermediaries, which may prevent effective execution of a Payment.
14. Tpay shall be liable for nonperformance or default in performance of the Service on such terms as stipulated in the Payment Services Act of 19 August 2011.
15. In order to commence the supply of the Newsletter service, the Payer must give a separate consent to receive such Newsletter, by providing their e-mail or checking the relevant checkbox.
16. A Payer can cancel their Newsletter subscription at any time by e-mailing a relevant request to Tpay or by clicking the link presented to the Payer in the respective e-mail message.
17. KIP implements the secure procedure for notification of the Payer in the event of suspected or actual fraud or security threats.

§ 4 Complaints

1. Any complaints concerning Payments made through the Site shall be investigated by Tpay.
2. Each Payer can file a complaint in writing, specifically by post to the address of Tpay specified in § 1 of these Terms & Conditions, or by phone at help line <https://tpay.com/kontakt>, or electronically, using the form available at <https://tpay.com/kontakt/formularz-kontaktowy>, or via e-mail at kontakt@tpay.com.
3. In every complaint notification, the Payer should specify the following: cause of complaint, description of the problems, the Payer's e-mail, transaction ID, Payment amount, bank account holder's name, date of Payment, the bank intended to receive the Payment. Tpay can request that the Payer provide further information or documents if required for proper handling of the complaint.
4. Tpay shall confirm receipt of a complaint by an automatic message, specifying the complaint identification number. The Payer should retain such identification number for further correspondence.
5. Tpay shall handle Payers' complaints in full and shall reply to any such complaints within 15 (fifteen) days at the latest. Complaints shall be replied to as per the Payer's request to the Payer's e-mail address. Otherwise, Tpay will reply on paper or on other physical storage media.

6. In exceptional, complicated situations, if the answer cannot be given within the term specified in sub-clause 5 above KIP:
 - a. explains the reasons for a delay;
 - b. indicates the circumstances that need to be clarified to consider the matter;
 - c. determines the expected time limit for processing the complaint and providing a reply, not longer than 35 business days from the date of receipt of the complaint.
7. In certain justified cases, upon a Merchant's request, Tpay can return the amount of Payment to the respective Payer. KIP shall proceed with such an instruction within 7 working days of the Merchant's request, except for any payback done with a card. All payment transactions are executed by Tpay as cashless transactions only, involving transfer orders.
8. Each Payer shall promptly notify Tpay of any unauthorized, failed or defaulting payment transactions. Should the Payer fail to give the notice referred to above within 13 months of the date of debiting the payment account or of the initially intended day of transaction, any claims against Tpay concerning unauthorized, failed or defaulting payment transactions shall become null and void.

§ 5 Personal data

1. The controller of Payers' personal data as specified in § 3(2) of the Terms & Conditions is Krajowy Integrator Płatności Spółka Akcyjna, a joint-stock company with its registered seat in Poznań, street address: ul. Święty Marcin 73/6, 61-808 Poznań, phone no.: (61) 66 82 778, e-mail: kontakt@tpay.com. You can contact the data protection officer appointed by the Controller at: iod@tpay.com.
2. You are hereby informed by the Controller that:
 - a. Personal data is provided on a voluntary basis, yet it is indispensable for placement of a Payment Order, closing a payment transaction, execution and implementation of a Service contract based on the Terms & Conditions; moreover, Tpay shall be entitled to process the following data characterizing Payers' use of our service provided by electronic means (use data):
 - i. Identification assigned to the respective Payer on the basis of the data referred to in sub-clause 1 above;
 - ii. Identification of the telecommunication network terminal or the IT system the Payer was using;
 - iii. Information concerning the start, end and scope of each use of the Service;
 - iv. Information regarding a customer's use of the Service.
 - b. Data will be processed pursuant to Article 6(1)(b) of Regulation 2016/679/EU 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, and repealing Directive 95/46/EC (General Data Protection Regulation, GDPR), specifically for the purpose of execution of a Service contract;
 - c. Data will be made available to the merchant for the purposes of confirmation of payment execution, or to subcontractors and sub-operators working for the Controller for the purposes of executing payment transactions; moreover, data can only be disclosed to duly authorized public authorities and institutions pursuant to the commonly applicable law;
 - d. Personal data will be retained for a period of five years after closing the respective payment transaction;
 - e. Payers have the right to demand access to their personal data, rectification, and portability;
 - f. Each Payer has the right to file a complaint to the President of the Office for Personal Data Protection (Prezes Urzędu Ochrony Danych Osobowych) if the manner of processing of their personal data violates the applicable laws and regulations.
3. With regard to the Newsletter service, the Controller hereby informs that:
 - a. Data is provided on a voluntary basis, yet it is indispensable for the supply of the Newsletter service;

- b. Your data will be processed pursuant to Article 6(1)(a) of Regulation 2016/679/EU 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, and repealing Directive 95/46/EC (General Data Protection Regulation, GDPR), specifically on the basis of your express consent;
 - c. Data can only be disclosed to duly authorized public authorities and institutions on the basis of the commonly applicable laws;
 - d. Personal data will be retained for the validity period of consent to data processing;
 - e. Each Payer has the right to withdraw their consent to the processing of your personal data at any time, without prejudice to compliance with the processing law, determined on the basis of the consent before withdrawal;
 - f. Each Payer has the right to demand access to their personal data, rectification, withdrawal of processing restriction, and portability;
 - g. Each Payer has the right to file a complaint to the President of the Office for Personal Data Protection if the manner of processing of their personal data violates the applicable laws and regulations.
4. Tpay implements certain safeguards, including organizational and technical measures to protect personal information, and complies with the requirements prescribed by the mandatory rules of the law, particularly by GDPR. Data shall only be provided to parties authorized to receive same under the applicable legislation.

§ 6 Payer's obligations

1. When using the Service, each customer shall:
 - a. Comply with these Terms & Conditions;
 - b. Comply with the law;
 - c. Comply with fair and reliable trading practices,
 - d. Use authentic and true data.
2. The following shall be forbidden to customers using the Site, the Plug-in or the Service:
 - a. To attempt at interfering in any way with the IT systems of Tpay, Intermediaries or Merchant,
 - b. To deliver/upload any illegal contents;
 - c. To use a payment instrument:
 - i. which is invalid or blocked, or
 - ii. by an unauthorized person, or
 - iii. by a person who does not have all the required identification and authentication data, or
 - iv. which is reasonably suspected by Tpay of being used in an unauthorized manner.

§ 7 Final provisions

1. These Terms & Conditions are made available to all Payers free of charge on the [Portal](#) website before a Payment Order is initiated, so that the Payer can retrieve, display and save their contents in their IT system, in accordance with Article 8(1) (2) of the Electronic Supply of Services Act of 18 July 2002 (consolidated text of 9 June 2017 Journal of Laws of 2017, item 1219, as amended). Acceptance of these Terms & Conditions is a prerequisite for using the Services.
2. Tpay hereby reserves the right to vary these Terms & Conditions. Any such variation shall come into effect as soon as they are published on the Portal. No such variation shall apply to Payments completed before the Terms & Conditions were varied, or to any legal consequences thereof, which shall be governed by the previously applicable terms.
3. All the legal relationships arising from these Terms & Conditions shall be governed by the law of Poland and all the transactions hereunder shall be executed in the Polish language.

4. Any dispute arising from the application of these Terms & Conditions or from any legal relationship established through the performance of Service, excluding any disputes involving consumers, shall be resolved exclusively by the court of competent jurisdiction for the territory of Tpay's registered office.
5. A Payer can file a complaint with the Polish Financial Supervision Authority concerning any action of Tpay that breaches the applicable law.
6. Consumers can use an online dispute resolution (ODR) platform at <http://ec.europa.eu/consumers/odr/>.
7. Consumers can also use help 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. Entities entitled to out-of-court resolution of consumer disputes related to financial services are:
 - a. Financial Ombudsman (Rzecznik Finansowy) (for more information visit rf.gov.pl/polubowne)
 - b. Arbitration Court at the Polish Financial Supervision Authority (Sąd Polubowny przy Komisji Nadzoru Finansowego) (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 (Urząd Ochrony Konkurencji i Konsumentów) at: polubowne.uokik.gov.pl.
8. These Terms & Conditions shall come into effect as of 1 October 2018.