

## **General Terms and Conditions for the provision of the money transfer**

**by TRYPAY S.A. Joint Stock Company**

**National Payment Institution**

### **I. General Provisions**

1. These General Terms and Conditions define the rules for the provision of payment services by Joint-stock company TryPay S.A. National Payment Institution, headquartered at 50-072 Wrocław, 10/5 Pawła Włodkowica Street, entered into the register of entrepreneurs kept by the District Court for Wrocław Fabryczna in Wrocław, VI Commercial Division of the National Court Register under number 0000412103, entered into the register of national payment institutions and other providers kept by the Polish Financial Supervision Authority under the number IP25/2014, for the benefit of the Customer and the Agent acting on behalf of TryPay S.A. Joint Stock Company.
2. If these General Terms and Conditions specify the performance of specific duties related to the provision of payment services by TryPay S.A. Joint Stock Company to Service Recipients, it shall also mean the duties performed by the Agent, provided that the Agent acts on behalf of TryPay S.A. Joint Stock Company in connection with the provision of payment services.
3. TryPay S.A. Joint Stock Company shall be jointly and severally liable for the performance of the Agent and his/her failure to perform the duties towards the Service Recipient related to the provision of payment services.
4. Payment services are provided under these General Terms and Conditions for the provision of the money transfer (hereinafter referred to as the General Terms and Conditions), which constitutes an integral part of the payment services agreement.
5. In matters not regulated in the General Terms and Conditions, the provisions of law, in particular the Act of 19 August 2011 on payment services, shall apply.
6. Acceptance of the provisions of these General Terms and Conditions is a condition for entering into a contract of mandate for the provision of the payment service specified in the General Terms and Conditions.
7. The General Terms and Conditions shall be placed in a visible place in the Agent's premises as well as available on the website.
8. The Agent conducts an independent business activity in the field of payment services under an agency agreement concluded with TryPay S.A. Joint Stock Company and under its supervision.

### **II. Payment Service**

1. TryPay S.A. Joint Stock Company provides the Service Recipient with a payment service consisting in the execution by TryPay S.A. Joint Stock Company at the request of the Service Recipient of a money transfer from the Service Recipient to the indicated recipient of these funds (hereinafter referred to as the Payment Service or money order)
2. TryPay S.A. Joint Stock Company, by providing the Payment Service, acts as the Service Recipient's supplier within the meaning of the Act of 19 August 2011 on payment services.

### **III. Terms and Conditions for the Provision of the Payment Service**

1. TryPay S.A. Joint Stock Company provides the Payment Service to the Service Recipient under a statement received from the Service Recipient regarding the execution by TryPay S.A. Joint Stock Company of a payment transaction consisting in the transfer of funds to the bank account of the Recipient indicated by the Service Recipient (Payment Order).
2. A one-time fee is charged from the Service Recipient for the execution of the payment order, unless the parties have concluded a cooperation agreement in which the method of remuneration is agreed otherwise. Apart from the one-time fee, the customer is not charged with any other costs.
3. The Service Recipient may submit Payment Orders in writing, on payment forms, orally or in any other way agreed by TryPay S.A. Joint Stock Company, including through IT-system.
4. The payment form filled in by the Service Recipient or the payments issuer or an appropriate digital record (in the case of placing an order using IT-system) does not constitute proof of concluding a Payment Order. This form or record may be the basis for a complaint only on the day of submitting the Payment Order, if it includes the Agent's stamp in accordance with the printout template for the customer and the current date or has been generated using the TryPay S.A. Joint Stock Company IT-system.
5. TryPay SA. Joint Stock Company provides the Service Recipient with the following information before accepting the Payment Order:
  - 1) necessary information to be provided by the Service Recipient for the Payment Order to be properly executed;
  - 2) an information about the maximum time for the performance of the payment service provided;
  - 3) any fees payable by the Service Recipient to TryPay S.A. Joint Stock Company, including a specification of the amounts of these fees.
6. TryPay S.A. Joint Stock Company executes Payment Orders on working days. Working Days are all public days of the week excluding Saturday and public holidays.
7. TryPay S.A. Joint Stock Company executes Payment Orders immediately after their acceptance from the Service Recipient along with funds, but no later than by the end of the next Working Day from the receipt of the Payment Order. If the order is in paper form, the

deadline can be extended by one working day. In selected Agencies, it is possible to make payments using a card.

8. If TryPay S.A. Joint Stock Company has received a Payment Order, which cannot be executed on the day of acceptance of the Payment Order due to the days and hours of internal accounting operations of banks servicing the bank accounts of TryPay S.A. Joint Stock Company, TryPay S.A. Joint Stock Company will execute the payment transaction by the end of the first Working Day following that day.

9. For the Payment Order to be properly executed by TryPay S.A. Joint Stock Company, the Service Recipient is obliged to provide the following information: name, surname, address, amount of the payment transaction, name and surname of the recipient of the transfer, bank account number of the recipient of funds, title of the transfer.

10. TryPay S.A. Joint Stock Company executes payment transactions only in Polish national currency (PLN).

11. Immediately after the execution of the payment transaction, TryPay S.A. Joint Stock Company shall provide the Service Recipient with the following information:

1) the information that allows the Service Recipient to identify the payment transaction and, if applicable, the payer, and any other information provided to the Recipient in connection with the execution of the payment transaction;

2) the amount of the payment transaction in the currency in which the funds are made available to the Recipient;

3) any fees payable to the Recipient in respect of the payment transaction and, if applicable, a detailed information about the amounts of such fees.

The information is provided to the Service Recipient in the form of a written confirmation of acceptance of the Payment Order in the form of a printout from the IT system "Receipt of acceptance of the payment order", which is a confirmation of the registration of the transaction. The printout should be stamped with the TryPay S.A. Joint Stock Company stamp, in accordance with the stamp template placed on the printout template for the customer, with the current date and signed by the Agent (cashier). The above confirmation may also be provided in the form of digital records provided to the Service Recipient using the TryPay S.A. Joint Stock Company IT system.

12. Confirmation of acceptance of the Payment Order for the Agent and TryPay S.A. Joint Stock Company is an electronic record in the IT-system.

13. In the event of a possible dispute as to the correctness of the execution of the Payment Order and discrepancies between the printout and the record in the IT system, a written confirmation shall be deemed to be binding, if it is stamped and signed by the Agent (cashier).

14. TryPay S.A. Joint Stock Company is responsible only for the execution of the Payment Order, which has been accepted and confirmed by a stamped and signed printout by the Agent (cashier), which is also the basis for the complaint.

15. The transfer of funds is made by bank transfer through the bank accounts of TryPay S.A. Joint Stock Company.

#### **IV. Complaints**

1. Any complaints related to the provision of payment services shall be accepted and considered by TryPay S.A. Joint Stock Company in accordance with the rules set out in the General Terms and Conditions.

2. Complaints should be submitted in writing, sent to the address of TryPay S.A. Joint Stock Company or submitted to the Agent. Additionally, complaints may be submitted by means of remote communication via e-mail to the following e-mail address: info@TryPay.pl and orally by phone at (71) 757 23 38 and (71) 757 23 39.

3. The subject of the complaint is the performance of the Payment Service by TryPay S.A. Joint Stock Company or the Agent in violation of the terms and conditions set out in these General Terms and Conditions or in the Payment Services Act.

4. On the day of submitting the Payment Order, until the end of that day, the Service Recipient may submit a complaint directly to the Agent.

5. After the date of submission of the Payment Order, the Service Recipient shall submit a complaint to TryPay S.A. Joint Stock Company.

6. The Service Recipient may obtain information by phone whether his/her Payment Order has reached TryPay S.A. Joint Stock Company and at what stage it is being executed.

7. Complaints shall be considered immediately, but not later than within 15 working days from the date of receipt of the Complaint. In particularly complicated cases, which make it impossible to consider the Complaint and provide a response within the time limit referred to above, the Joint Stock Company may extend the deadline for considering the Complaint by informing the Service Recipient in writing including the following information:

1) explanation the reason for the delay;

2) indicating the list of circumstances which must be proved for the consideration of the case;

3) specifying the expected deadline for considering the Complaint and providing a response, which may not exceed 35 working days from the date of submission of the Complaint.

8. In order to meet the deadline for consideration of the Complaint by TryPay S.A. Joint Stock Company, it is sufficient to send a response before the expiry of the consideration deadline. If TryPay S.A. Joint Stock Company fails to meet the deadline for considering the Complaint, the Complaint shall be deemed to have been considered in favor of the Service Recipient.

9. The complaint may not be based on:

1) the fact that the bank account indicated by the Service Recipient to which the Recipient ordered the Money Transfer did not belong to the Recipient of the transfer to whom the Service Recipient intended to transfer the funds;

2) failure to comply with the terms and conditions of the General Terms and Conditions by the Service Recipient;

3) other circumstances related to the activities of third parties whose services TryPay S.A. Joint Stock Company does not use for the provision of the Payment Service.

10. Information about the consideration of the complaint shall be provided to the Service Recipient in writing. At the request of the Service Recipient, information regarding the Complaint may be sent by e-mail to the address indicated by the Service Recipient.

11. The complaint should contain an indication of the Service Recipient and a brief description of the objections raised. If the complaint needs to be complemented, TryPay S.A. Joint Stock Company asks the Service Recipient to complement it.

12. Complaints must be filed within 13 months from the date of the event that gave rise to the complaint.

## **V. Limitations**

1. It is not permissible to use the Payment Service in order to violate or circumvent the law or the rules of fair trading, in particular making payments using instruments that do not belong to the Service Recipient and providing illegal information.

2. TryPay S.A. Joint Stock Company shall not be liable for non-performance or improper performance of obligations under these General Terms and Conditions, provided that the non-performance or improper performance of obligations is caused by circumstances beyond TryPay S.A. Joint Stock Company 's control despite exercising due diligence (force majeure). In the event of force majeure, the performance of the Service will be suspended for a period equal to the period of force majeure.

3. TryPay S.A. Joint Stock Company shall not be liable for the Service Recipient's errors in providing the data necessary for the provision of the Service, in particular the bank account number of the Recipient. In the event of an error by the Service Recipient consisting in providing an incorrect bank account number of the Recipient of the transfer, TryPay S.A. Joint Stock Company may, at the request of the Service Recipient, suspend the ordered Payment Service, if the Payment Service has not already been fully executed. In the event of suspension of the Payment Service in accordance with the preceding sentence, TryPay S.A. Joint Stock Company shall immediately return to the Service Recipient the amount of the transfer made.

4. TryPay S.A. Joint Stock Company shall be liable for the funds received from the Service Recipients from the moment of acceptance of these funds by TryPay S.A. Joint Stock Company or the Agent.

#### **IV. Processing of personal data**

Information on the Administrator, the manner of processing personal data and the Client's rights under the applicable regulations on the protection of personal data is presented in the Privacy Policy.

#### **VII. Final provisions**

1. The language of services provided by TryPay S.A. Joint Stock Company to Service Recipients is Polish. All documents forming the relationship between the Service Recipient and TryPay S.A. Joint Stock Company are written in Polish.
2. The supervisory authority is the Polish Financial Supervision Authority headquartered at: 00-549 Warsaw, 20 Piękna Street.
3. The Service Recipient may file a complaint with the supervisory authority against the action of TryPay S.A. Joint Stock Company or its Agent if such action violates the law or the provisions of the General Terms and Conditions.
4. Detailed contact information of TryPay S.A. Joint Stock Company is available on the website of [www.trypay.pl](http://www.trypay.pl)