

General Terms and Conditions for the provision of the money transfer
by TRANSFER24 SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ *[limited liability company]*
National Payment Institution

I. General Provisions

1. These General Terms and Conditions define the rules for the provision of payment services by TRANSFER24 SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ *[limited liability company]*, headquartered at Kielce, 16/10 Sienkiewicza Str., 25-333 Kielce, entered into the register of entrepreneurs kept by the District Court in Kielce, X Commercial Division of the National Court Register under number 0000311111, share capital PLN 240 0000, the National Payment Institution under the number IP5/2013, for the benefit of the Customer and the Agent acting on behalf of TRANSFER24 SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ *[limited liability company]*.
2. If these General Terms and Conditions specify the performance of specific duties related to the provision of payment services by TRANSFER24 SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ *[limited liability company]* to Service Recipients, it shall also mean the duties performed by the Agent, provided that the Agent acts on behalf of by TRANSFER24 SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ *[limited liability company]* in connection with the provision of payment services.
3. TRANSFER24 SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ *[limited liability company]* shall be jointly and severally liable for the performance of the Agent and their failure to perform the duties towards the Service Recipient related to the provision of payment services.
4. Payment services provided under these General Terms and Conditions for the provision of the money transfer (hereinafter referred to as the General Terms and Conditions) constitute an integral part of the payment services agreement.
5. In matters not regulated in the General Terms and Conditions, the provisions of law, particularly the Payment Services Act of 19 August 2011 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 <https://novapost.com/uk-cz/more/offer/>
8. The Agent conducts an independent business activity in the field of payment services under an agency agreement concluded with TRANSFER24 SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ *[limited liability company]* and under its supervision.

II. Payment Service

1. TRANSFER24 SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ *[limited liability company]* provides the Service Recipient with a payment service consisting in the execution by TRANSFER24 SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ *[limited liability 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 transfer)
2. TRANSFER24 SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ *[limited liability 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. TRANSFER24 SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ *[limited liability company]* provides the Payment Service to the Service Recipient under a statement received from the Service Recipient regarding the execution by TRANSFER24 SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ *[limited liability 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 TRANSFER24 SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ [limited liability company], including through an 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 the 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 available on the printout template for the customer and the current date or has been generated using the TRANSFER24 SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ [limited liability company] IT system.

5. TRANSFER24 SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ [limited liability 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) information about the maximum time for the performance of the payment service provided;
- 3) any fees payable by the Service Recipient to TRANSFER24 SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ [limited liability company], including a specification of the amounts of these fees.

6. TRANSFER24 SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ [limited liability company] executes Payment Orders on working days. Working Days are all business days of the week excluding Saturdays and public holidays.

7. TRANSFER24 SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ [limited liability 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 TRANSFER24 SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ [limited liability 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 TRANSFER24 SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ [limited liability company], TRANSFER24 SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ [limited liability 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 TRANSFER24 SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ [limited liability 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. TRANSFER24 SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ [limited liability company] executes payment transactions only in Polish national currency (PLN).

11. Immediately after the execution of the payment transaction, TRANSFER24 SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ [limited liability 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 specification of the amounts of these 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 TRANSFER24 SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ [limited liability company] stamp, under the stamp/logo 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 TRANSFER24 SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ [limited liability company] IT system.

12. Confirmation of acceptance of the Payment Order for the Agent and TRANSFER24 SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ [limited liability company] is an electronic record in the IT system.

13. The Payer has the right to request in writing a duplicate of the document confirming the payment no later than 14 days from the date of making the payment, by sending an e-mail support_cz@novapost.com

14. The transfer of funds is made by bank transfer through the bank accounts of TRANSFER24 SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ [*limited liability company*].

IV. Complaints

1. Any complaints related to the provision of payment services shall be accepted and considered by TRANSFER24 SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ [*limited liability company*] under the provisions of the General Terms and Conditions.

2. Complaints should be submitted in writing, sent to the address of TRANSFER24 SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ [*limited liability company*], or submitted to the Agent. Additionally, complaints may be submitted using remote communication via e-mail to the following e-mail address: support_cz@novapost.com

3. The subject of the complaint is the performance of the Payment Service by TRANSFER24 SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ [*limited liability company*] or the Agent in violation of the terms and conditions set out in these General Terms and Conditions or 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 TRANSFER24 SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ [*limited liability company*].

6. The Service Recipient may obtain information by phone whether their Payment Order has reached TRANSFER24 SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ [*limited liability company*] and at what stage it is being executed.

7. Complaints shall be considered immediately, but not later than 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 TRANSFER24 SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ [*limited liability company*] may extend the deadline for considering the Complaint by informing the Service Recipient in writing including the following information:

- 1) explanation of 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. To meet the deadline for consideration of the Complaint TRANSFER24 SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ [*limited liability company*], it is sufficient to send a response before the expiry of the consideration deadline. If TRANSFER24 SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ [*limited liability 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 Service 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 TRANSFER24 SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ [*limited liability 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, TRANSFER24 SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ [*limited liability company*] requests the complementation of the Complaint from the Service Recipient.

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 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. TRANSFER24 SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ [*limited liability 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 the control of the TRANSFER24 SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ [*limited liability company*] despite exercising due diligence (force majeure). In the event of force majeure, the performance of the Payment Service will be suspended for a period equal to the period of force majeure.

3. TRANSFER24 SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ [*limited liability company*] shall not be liable for the Service Recipient's errors in providing the data necessary for the provision of the Payment Service, particularly the bank account number of the Recipient. In the event of an error by the Service Recipient consisting of providing an incorrect bank account number of the Recipient of the transfer, TRANSFER24 SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ [*limited liability 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 following the preceding sentence, TRANSFER24 SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ [*limited liability company*] shall immediately return the amount of the transfer made to the Service Recipient.

4. TRANSFER24 SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ [*limited liability company*] shall be liable for the funds received from the Service Recipients from the moment of acceptance of these funds by TRANSFER24 SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ [*limited liability company*] or the Agent.

VI. 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 TRANSFER24 SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ [*limited liability company*] to Service Recipients is Polish. All documents forming the relationship between the Service Recipient and TRANSFER24 SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ [*limited liability company*] are written in Polish.

2. The supervisory authority is the Polish Financial Supervision Authority headquartered at: 00-549 Warsaw, 20 Piękna Str.

3. The Service Recipient may file a complaint with the supervisory authority against the action of TRANSFER24 SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ [*limited liability company*] or its Agent if such action violates the law or the provisions of the General Terms and Conditions.

4. Detailed contact information of TRANSFER24 SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ [*limited liability company*] is available on the website of <https://transfer24.eu/>