

# Terms and Conditions of “card-to-card” service

*These Terms and Conditions has been issued by Fenige Sp. z o. o. based in Warsaw*

## § 1. Definitions

Terms used in the content of these Terms and Conditions shall have the below assigned meanings:

- 1) **Bank** – the issuer of payment card of, accordingly, the Sender or the Recipient,
- 2) **Payment card** – a payment instrument issued under the Mastercard system, which allows Mastercard MoneySend transactions to be made,
- 3) **Sender** – a natural person above 13 years of age, a legal person, or an organisational unit without legal personality, a holder of the payment card and a payer of the Service, who enters into an agreement with the Company on the basis of the Terms and Conditions,
- 4) **Recipient** – a natural person, a legal person, or an organisational unit without legal personality, a holder of the payment card and the recipient of the Service,
- 5) **Payment organisation** - Mastercard Europe SA, Belgian company registered by the Commercial Court in Nivelles in Belgium (number in the register of entrepreneurs: RPR 0448038446), having its registered office in: 198/A, Chaussée de Tervuren, 1410 Waterloo, Belgium, being an organisation granting licences for issuing payment cards, and servicing transactions,
- 6) **Terms and Conditions** – these terms and conditions,
- 7) **Website** – each website or mobile application through which the Company makes available software enabling the Sender to use the Service,
- 8) **Company** - Fenige Sp. z o.o. based in Warsaw, Cząstkowska street 14, 01-678 Warsaw, registered by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Department of the National Court Register, under number: 0000461471, Tax Identification Number 118-209-20-36 Business Registry Number 146693435,
- 9) **Service** - a service named 'card-to-card' provided by the Company for the benefit of the Sender, consisting in debiting the Payment Card account of the Sender at his order and crediting the Payment Card account of the Recipient, not being a payment service as defined by the Act of 19 August 2011 on payment services (consolidated text, Journal of Laws of 2016 item 1572, as amended).

## § 2. Initial provisions

1. The Supplier of the Service implemented on the basis of the Terms and Conditions is the Company.
2. The condition for using the Services by the Sender is to accept the Terms and Conditions prior to carrying it out. Acceptance of the Terms and Conditions means familiarisation with their content and results in an obligation to comply with their principles.

### **§ 3. Subject of the Terms and Conditions**

The subject of the Terms and Conditions is to define the principles the Company's provision of the Service for the Sender via the Website. Provision of the Service does not involve opening a payment account for the Sender as defined in the Act on payment services, and the Service itself is not a bank activity as defined by the Act of 29 August 1997- Banking Law (consolidated text, Journal of Laws 2017 item 1876, as amended).

### **§ 4. Registration**

1. In order to make the Payment Cards automatically available for the Sender in order to provide the Service, the Sender may register himself in the database of the Company using the Website, which will result in establishment of an individual account for the Sender in the Company's IT system, or, being already registered, log in to the individual account using the Website.
2. When making registration the Sender shall specify his true data, as follows: full name, identity document number, address of residence, e-mail address (being at the same time the login to the Sender's individual account), phone number and password used for logging in to the Sender's individual account.
3. After registration, in order to facilitate the Service provision, the Sender may also save in his individual account other data used to provide the Services, referred to in § 6, passage 1.
4. Deregistration from the Company's database does not result in the impossibility of using the Service. The Sender may still use the Service as the unregistered Sender.
5. The Sender may contact the Company in order to handle his individual account in the Company's IT system and request deregistration of his data from the Company's database by sending an e-mail to kontakt@fenige.pl. The Company is obliged to deregister customer data within 30 days from such a request.

### **§ 5. Provision of the Service**

1. The Sender may use the Service only on the Website.
2. An order for provision of the Service, and hence for the Sender to enter into the agreement for its provision by the Company takes place after the Sender specifies required data specified in a paragraph concerning personal data processing and clicking 'Transfer' button.
3. Upon the receipt of the confirmation of the Service provision order, the Company sends to the Payment Organisation one message concerning debiting the Payment Card account of the Sender for the amount corresponding to the amount of transaction plus commission and second message concerning crediting the Payment Card account of the Recipient for the amount corresponding to the amount of transaction. Then the first message is transferred by the Payment Organisation to the Sender's Bank, and the second to the Recipient's Bank. In the event that the Sender's Bank confirms the possibility to debit, and the Recipient's Bank confirms the possibility to credit, the Service will proceed. In the event that the Sender's Bank refuses to debit or the Recipient's Bank refuses to credit, the Service will be aborted, and financial resources transferred are left at the Sender's disposal.
4. The Company collects from the Sender the amount of commission calculated on the basis of the amount of the transaction commissioned under provision of the Service according to the "Table of fees and limits" appended to the Terms and Conditions.

5. The Service provision order may be implemented up to the amount of transaction limits introduced by the Company in the "Table of fees and limits" appended to the Terms and Conditions. In the event that only a part of the ordered amount exceeds the limit the whole Service will be aborted.
6. The Service will be implemented by the Company within 30 minutes, no later than until the end of the next working day following the date of order. The hour on which a transaction is credited to the Payment Card account of the Recipient depends on the Recipient's Bank.
7. The Company may temporarily withhold implementation of the Service in order to explain a situation, reject an order to perform the Service or block the possibility for the Sender to order the Service provision in the following situations:
  - 1) the Sender breached the Terms and Conditions,
  - 2) the Sender did not receive correct or complete data necessary to implement the Service at the time provided for introducing data, including to accept the transaction amount,
  - 3) invalidity or stopping of the Sender's or the Recipient's Payment Card,
  - 4) refusal to implement the transaction by the Sender's or the Recipient's Bank,
  - 5) an attempt to make payment in a way inconsistent with the binding law, including suspected actions of a person unauthorised to use the Payment Card, or illegality of payment itself,
  - 6) orders of public authority, including prosecution bodies.

The Company shall not be liable for damage incurred by the Sender, due to default of the Service on the basis of one of the situations listed above.

8. The Sender undertakes to:
  - 1) comply with the principles of the Terms and Conditions and commonly binding Terms and Conditions,
  - 2) specify true, complete and up-to-date data in order to perform the Service,
  - 3) use due diligence to protect against unauthorised access a device, on which he is registered to his individual account, or where he enters data in order to log in into the Website.

## **§ 6. Personal data processing**

1. In order to perform the Service, the Company, as the administrator of personal data, processes the following data:
  - a) data of the Sender's and the Recipient's Payment Cards: number, validity date, verification code,
  - b) the Sender's and the Recipient's full names,
  - c) identity document number,
  - d) the postal address of the Sender,
  - e) the Sender's and the Recipient's e-mail addresses,
  - f) telephone number of the Sender,
  - g) a password the Sender uses to log in to an individual account in the Company's IT system,
  - h) data about the ordered transaction, including the transaction amount.
2. Personal data are processed according to the provisions of the Act of 29 August 1997 on Personal Data Protection (consolidated text, Journal of Laws of 2016 item 922, as amended). On the basis of Art. 32 of the said Act, each person entrusting his/her personal data to the Company has the right to access to the content of these data and correct them, the right to obtain information about the purpose, the scope and the method of personal data processing, as well as the right to submit a written request to stop further processing of his/her personal data to the Company's address.

3. In the event that the Sender expressed his consent to process personal data for marketing purposes or to obtain commercial information by electronic means, the Sender's contact details referred to in passage 1 (name and surname, address, e-mail address and phone number) may be used to notify the Sender about discounts and new services offered by the Company.
4. Transmission of messages in an electronic form by the Company to the Sender, concerning the status of Service provision may prove to be necessary and does not constitute commercial information.
5. The Company is entitled to transfer information about ordered transactions to competent national and regulatory authorities, provided that there is a suspicion of violation of binding legal Terms and Conditions and if such an obligation results from law Terms and Conditions, including Act of 16 November 2000 on Counteracting Money Laundering and Financing Terrorism (consolidated text, Journal of Laws 2017 item 1049).
6. The Company shall send the Sender's and the Recipient's personal data to the Payment Organisation, and to the Sender's and the Recipient's Banks.
7. Specification of data within the scope specified in passage 1 above is voluntary, however, necessary to provide the Service.

#### **§ 7. Payment for the Service**

The Company collects fees for the provision of the Service in accordance with appendix to the "Table of fees and limits".

#### **§ 8. Complaints & Return**

1. Complaints related to non-execution of the Service or its execution not in line with the principles defined in the Terms and Conditions may be submitted:
  - 1) in writing – delivery to the address of the Company, or in person in the registered office of the Company, or
  - 2) orally – by phone, at the number: + 48 22 382 10 24, or in person in the registered office of the Company, or
  - 3) electronically, to the e-mail address: kontakt@fenige.pl.
2. The complaint should contain:
  - 1) indication of the Sender,
  - 2) indication of the Service and the Website where it was performed, as well as description of the subject of the complaint,
  - 3) return address, on which the refund a response is to be sent.
3. The complaint should be submitted, in the first place, via the Website, which the Sender used to benefit from the Service, which substitutes submission of complaints using the channels of communication stated in passage 1. Exact forms and data of channels of communications through which complaints are to be submitted in such a way are made available to the Sender by the service provider of the Website, on the Website.
4. Examination of complaints and answering by the Company takes place immediately, no later than within 30 days from the date of receipt of the complaint. The deadline to reply is deemed observed if a response is

provided prior to its expiry, in writing (by mail) or using a different durable carrier of information, unless other form of response was agreed with the Sender.

5. If the Company did not recognise the complaint of the Sender, who is a consumer, and the said does not agree with the decision of the Company, the Sender may request mediation by one of arbitration courts operating at provincial Trade Inspection Authorities. More information is available on the website of UOKiK: [http://www.uokik.gov.pl/spory\\_konsumenckie.php](http://www.uokik.gov.pl/spory_konsumenckie.php).
6. In the case when the Company accepted a payment order and the Payment Card account of the Sender was debited, but the Payment Card account of the Recipient was not credited accordingly partially or as a whole for reasons for which the Company is responsible, the Company undertakes to refund to the Sender the transaction amount plus commission accordingly partially or as a whole. The condition of abovementioned refunding in the case of blocking or stopping the Payment Card of the Sender is submitting by the Sender a written request to the Company for refund, specifying a banking account number into which a refund is to be made.

### **§ 9. Final provisions**

1. The contract is concluded on the basis of the Terms and Conditions for the time of performing the Service.
2. The agreement concluded on the basis of the Terms and Conditions is governed by the Polish law. In cases not regulated in the Terms and Conditions the Polish legal terms and conditions are applied. To the contract concluded with the Buyer being the consumer the Act of 30 May 2014 on Consumer Rights applies (consolidated text, Journal of Laws 2017 item 683, as amended). Services provided on the basis of the present Terms and Conditions are, by its nature, provided immediately upon their ordering by the Sender. Owing to the above, the Sender, by virtue of the Terms and Conditions, expresses his consent to begin provision of the Services before the end of terms for withdrawal from a given contract/contracts following the procedure provided for in the Act on Consumer Rights. As a result, the Company informs that pursuant to Article 40 passage 6 item 1 of the said Act, as a result of complete performance of the contract for provision of the Service at the client's request within 14 days from ordering the Service, the Sender has no right to terminate the contract for provision of the Service within 14 days from its ordering.
3. Language used by the Company and the owner of the Website in communication with the Sender being the consumer is Polish, a language used on the Website, or English, should the Sender initiate exchange of messages in English.
4. Due to the fact that the Company does not come into possession of cash funds of the Sender or the Recipient under provision of the Service, the responsibility of the Company is limited to cases of default or improper performance of the obligation by a failure to send or improper sending of a message concerning debiting the Payment Card account of the Sender or crediting the Payment Card account of the Recipient to the Payment Organisation, or by non-performance of other liabilities of the Company towards the Sender, directly associated with the Service, unless non-performance or undue performance of the obligations is a result of circumstances that are beyond the Company's control. Apart from this, the Company is not responsible for incorrect determination of the Recipient's data by the Sender (which may result in performance of the Service for the benefit of a person other than the Recipient), nor for any effects of a failure of telecommunication systems preventing or delaying exchange of messages, which is beyond the Company's control, nor for the action of force majeure.
5. The court competent to resolve disputes related to performance of the contract concluded on the basis of the Terms and Conditions is a court competent for the registered office of the Company, and in relations with consumers - the court of general competence for the defendant's place or the court of the place of

performance of the contract. Unless it is inconsistent with the commonly binding legal Terms and Conditions, the above disputes may be resolved only by Polish courts.

6. These Terms and Conditions are made available for each Sender on the Website used by the Sender, in language used on this Website.
7. The Company reserves the right to change the Terms and Conditions for important reasons, that include:
  - 1) the need to adjust the Terms and Conditions to the current Terms and Conditions for the purpose of preserving its compliance with the law,
  - 2) the need to adjust the Terms and Conditions to rulings, orders, adjudications, recommendations of public authorities,
  - 3) change of the functionality of the Website or a manner of implementation of the Service,
  - 4) change in the process of registration or order placing on the Website,
  - 5) the need to explain ambiguities and correct errors or typographical errors,
  - 6) change of address and other data identifying the Company and other entities.

## Appendix to the Terms and Conditions of “card-to-card” service

### TABLE OF FEES AND LIMITS

According to the Terms and Conditions of “card-to-card” service, limits with regard to the amounts depend on whether the user is registered or not. A detailed description of these limits can be found in the table below.

#### I. Table of transaction limits

	Domestic	Cross-boarder	Requirements in respect of the user
Daily limit	EUR 50	EUR 50	Transaction completed on the website without prior registration
Monthly limit	EUR 120	EUR 50	
Daily limit	EUR 120	EUR 70	Transaction completed after prior registration
Monthly limit	EUR 1 000	EUR 500	

#### II. Table of commissions

	Domestic	Cross-boarder
Commission	1.3%	2.5%

The above Table of Limits and Commissions was approved by the Management Board of Fenige Sp. z o.o. on 24 May 2016 and is valid as of the date of its approval. Amounts of commissions are rounded to full grosz, on the following terms: Amounts smaller than 0.5 grosz are ignored and amounts equal or higher than 0.5 grosz are rounded up.