

**TERMS**  
**OF CARD-TO-CARD, BLIK-TO-CARD AND ACCOUNT-TO-CARD TRANSACTIONS**  
**SERVICES**  
**(SINGLE TRANSACTION AGREEMENT)**

**§ 1 [Definitions]**

The capitalized terms used in the present Terms of Services and in the document "Table of Fees and Limits", available on the Website, shall have the meaning given to them below:

1. **[A]** – means that a given provision of the Terms of Services refers to the Account-to-Card Transaction service.
2. **[B]** – means that a given provision of the Terms of Services refers to the BLIK-to-Card Transaction service.
3. **[C]** – means that a given provision of the Terms of Services refers to the Card-to-Card Transaction service.
4. **Bank** – the issuer of the Payment Card, of the Payer or the Payee, respectively, or the issuer of BLIK for the Payer.
5. **BLIK** – a payment instrument, utilising one-time codes generated in the electronic banking of the Payer, issued as part of a payment scheme run by the Polish company – Polski Standard Płatności sp. z o.o., which allows the Payer to initiate the BLIK-to-Card Transaction.
6. **Business Day** - every day from Monday to Friday, excluding public holidays in Poland.
7. **Fenige** - Fenige S.A. with its registered office in Warsaw, at ul. Promienna 38/1, 03-672 Warsaw, Poland, entered into the register of the entrepreneurs of the National Court Register conducted by the XIV Economic Department District Court for the capital city of Warsaw in Warsaw with the KRS number: 0001057371, with NIP: 1182092036 and REGON: 146693435, e-mail address: [contact@fenige.pl](mailto:contact@fenige.pl), having the status of a domestic payment institution and supervised by the Polish Financial Supervision Authority (Polish: Komisja Nadzoru Finansowego) (UKNF Register: IP42/2017).
8. **Payment Card** – a payment instrument; a payment card issued to the Payer: under the Mastercard system – which enables the execution of a Transaction in the Mastercard MoneySend technology or under the Visa system – which enables the execution of a Transaction in the Visa Direct technology; excluding payment cards issued to legal persons and legal entities without legal personality.
9. **Payee** – a natural person, legal person or organizational unit without legal personality, the holder of a Payment Card and the payee of the Transaction.
10. **Payment Organisation** - Mastercard, Visa or Polski Standard Płatności sp. z o.o.; an organization granting licenses to issue Payment Cards or BLIK and providing systems for authorizing and settling Transactions.
11. **Partner** – Mobilum Pay, owner of the Website.
12. **PIS** – Payment Initiation Service; a payment service for initiating a payment transaction consisting in initiating a payment order by a provider providing a payment transaction initiation service at the request of the Payer from their payment account kept by another provider – regulated in separate regulations of the provider of this service.
13. **Payer** - a registered or unregistered user of the Website, who is a natural person over 16 years of age, who orders the execution of the Transaction on the Website.
14. **3-D Secure Procedure** – additional authentication procedure for the Payment Card holder, required by Payment Organisations.
15. **Commission** – a fee charged to the Payer for the execution of the Transaction.
16. **Terms of Services** – the present terms and conditions, on the basis of which the Single Transaction Agreement between Fenige and the Payer is concluded.

17. **Website Terms of Services** – the terms and conditions of use of the Website provided by the Partner.
18. **GDPR** - the Regulation of the European Parliament and of the Council (EU) 2016/679 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).
19. **Website** – a website at <https://mobilum.com.pl/en> or a mobile application Mobilum Pay, through which Fenige provides software enabling the Payer to submit a Payment Order, which operates in accordance with the Website Terms of Services.
20. **Transaction** - A Card-to-Card Transaction, BLIK-to-Card Transaction or Account-to-Card Transaction.
21. **Account-to-Card Transaction** – a payment transaction consisting in the transfer by Fenige, on behalf of the Payer, of funds received by Fenige from the PIS service, to the provider keeping the Payee's account to which the Payment Card was issued, for the purpose of crediting the Payee's account with these funds, which is a money transfer payment service within the meaning of the Act; for the avoidance of doubt, the PIS service itself is not part of the Account-to-Card Transaction, the performance of which remains Fenige's responsibility.
22. **BLIK-to-Card Transaction** – a payment transaction consisting in the transfer by Fenige, on behalf of the Payer, of funds from the Payer's account kept by another supplier, to the supplier keeping the Payee's account to which the Payment Card was issued, for the purpose of crediting of the Payee's account with these funds, initiated by the Payer using BLIK and being a money transfer payment service within the meaning of the Act.
23. **Card-to-Card Transaction** – a payment transaction consisting in the transfer, by Fenige, on behalf of the Payer, of funds from the Payer's account kept by another supplier for which the Payment Card was issued, to the supplier keeping the Payee's account to which the Payment Card was issued, in order to credit the Payee's account, which is a money transfer payment service within the meaning of the Act.
24. **Card-to-Card Cross Transaction** – a type of Card-to-Card Transaction in which funds are transferred from the payment account for which the Payment Card was issued to a Payment Organisation other than the one of the account from which the funds are transferred.
25. **Single Transaction Agreement** – an agreement for the execution of a single Payment Transaction within the meaning of the Act, concluded by the Payer with Fenige through acceptance of the Terms of Services by the Payer.
26. **Act** - the Polish Act of 19 August 2011 on payment services (Polish: Ustawa z dnia 19 sierpnia 2011 r. o usługach płatniczych).
27. **AML Act** – the Polish Act of 1 March 2018 on counteracting money laundering and terrorist financing (Polish: Ustawa z dnia 1 marca 2018 r. o przeciwdziałaniu praniu pieniędzy oraz finansowaniu terroryzmu).
28. **Payment Order** – a statement of the Payer containing an instruction to Fenige to execute the Transaction.

## § 2 [Preliminary Provisions and Consents]

1. These Terms of Services define the terms and conditions for the execution, by Fenige, of a single Card-to-Card Transaction, BLIK-to-Card Transaction or Account-to-Card Transaction on behalf of the Payer via the Website – depending on which of these types of Transactions is offered on the Website.
2. The Website remains entirely the service of the Partner. The Partner is responsible for its availability, proper functioning and security, including the operation of the Payer's account service on the Website – if such a service is offered by the Partner.
3. By accepting the Terms of Services, the Payer concludes the Single Transaction Agreement with Fenige on its basis, whereby the Payer undertakes to comply with all the provisions of the

Terms of Services, as well as applicable law and to comply with the obligations provided for in the Terms of Services.

4. Fenige provides the Transaction service on the basis of the Payment Order received only from the Payer on the Website.
5. When executing the Transaction, Fenige accepts Mastercard and Visa Payment Cards. **[C]**
6. The list of currencies in which it is possible to order the Transaction and the currencies into which the conversion of the Transaction amount may take place is available to the Payer on the Website when submitting the Payment Order.
7. The provision of Transaction services does not include the opening and maintenance by Fenige of a payment account for the Payer within the meaning of the Act, nor is it related to the opening and maintenance of a bank account within the meaning of the Polish Act of 23 April 1964 – Civil Code (Polish: Ustawa z dnia 23 kwietnia 1964 r. - Kodeks cywilny) and the Polish Act of 29 August 1997 – Banking law (Polish: Ustawa z dnia 29 sierpnia 1997 r. - Prawo bankowe) and the activities carried out by Fenige on the basis of the Terms of Services are not banking activities.
8. The Payer agrees that Fenige will disclose, to the Partner, information and data related to them, the Transactions ordered by them on the Website and the complaints submitted by them, i.e. information and data protected by professional secrecy referred to in Art. 11 of the Act (payment secrecy). The Partner processes this data as their controller in accordance with the applicable provisions on the protection of personal data.
9. By accepting the Terms of Services, the Payer requests that the full performance of the Single Transaction Agreement, and thus the performance of the Transaction itself, take place before the statutory deadline for withdrawal from this type of agreement, i.e. the deadline of 14 days from the acceptance of the Terms of Services.

### **§ 3 [Execution of payments]**

1. Ordering each individual Transaction by the Payer through the Website requires them, in advance:
  - a) to pass the procedure of identification and verification of the Payer in accordance with the principles of counteracting money laundering and terrorist financing (KYC procedure) – whereby the Payer accepts the fact that if Fenige cannot apply a financial security measure in respect of the Payer under the AML Act, e.g. to verify their identity, the Transaction will not be executed,
  - b) to register the Payer's account on the Website on the terms set out in the Website Terms of Services (if the Website requires registration in order to order the execution of Transactions) and accept the content of the present Terms of Services, which means reading its content and committing to comply with its terms and conditions and is tantamount to concluding a Single Transaction Agreement,
  - c) login to the Payer's account on the Website on the terms specified in the Website Terms of Services (if the Website requires registration in order to order the execution of Transactions).
2. Carrying out the KYC procedure and execution of the Transaction requires the Payer to provide the following information and data:
  - a) the Payer's name and surname,
  - b) the Payer's citizenship,
  - c) the Payer's identification number or the Payer's date of birth - if no identification number was assigned, and the Payer's country of birth,
  - d) series and number of the document confirming the Payer's identity,
  - e) other data from the document confirming the Payer's identity,
  - f) image of the Payer,
  - g) the Payer's address of residence,
  - h) the Payer's e-mail address,

- i) the BLIK code generated for the Payer, **[B]**
  - j) number, expiry date and CVV/CVC of the Payment Card of the Payer whose account is to be debited, **[C]**
  - k) code under the 3-D Secure Procedure (if it is required for the Transaction with a given Payment Card), **[C]**
  - l) the Payee's name and surname,
  - m) the Payee's e-mail address (optional),
  - n) the number of the Payment Card of the Payee whose account is to be credited,
  - o) the amount of the Transaction to be transferred to the Payee,
  - p) Transaction title (optional),
- with the proviso that Fenige may also request from the Payer other information and data necessary for it to assess the risk of execution of the Transaction, including in order to counteract money laundering and terrorist financing, as well as to re-submit information and data already provided once to it, also after submitting the Payment Order, which all Payer undertakes to provide immediately.
3. In order to execute the Transaction the Payer undertakes to provide true, complete and up-to-date information and data. The Payer is fully responsible for providing incorrect data of the Payee, as well as an incorrect amount of the Transaction.
  4. The identification and verification of the Payer's identity as part of the KYC procedure may be carried out by an external supplier on the Website or outside the Website, with which the Partner or Fenige has a separate cooperation agreement.
  5. Before submitting a Payment Order, the Payer receives information about the Commission amount due from them.
  6. If the Transaction involves a currency conversion, before executing the Transaction, the Payer receives information about the actual exchange rate that will be applied by Fenige to the Transaction and the Transaction amount after currency conversion. The Payer shall bear the exchange costs added by Fenige to the exchange rate displayed to the Payer.
  7. The Payer should make sure in what currency the Payee's payment account is held, because the Payee's payment account provider will convert it if the currency received from Fenige differs from the currency in which the Payee's account is held.
  8. Any refund of the Transaction amount may involve a currency conversion at a different exchange rate than the one applied when submitting the Payment Order.
  9. Acceptance of the Payment Order from a verified Payer for execution on the Website takes place after the Payer provides all the required information and data, clicks on the button on the Website approving the submission of the Payment Order and passes the authentication procedure, and in particular the 3-D Secure Procedure (if required) – which is equivalent to the Payer's consent to perform the Transaction (authorization).
  10. Immediately after receiving the Payment Order, Fenige provides the Payer on the Website or sends the following information to the e-mail address provided by the Payer when submitting the Payment Order with the following information:
    - a) enabling the Payer to identify the Transaction and information about the Payee,
    - b) the amount of the Transaction in the currency used in the Payment Order,
    - c) any fees payable by the Payer in respect of the Transaction, including details of the amounts of these fees,
    - d) the exchange rate applied to the respective Transaction by Fenige and the amount of the Transaction after currency conversion, if the Transaction involved currency conversion,
    - e) on the date of receipt of the Payment Order.
  11. The complete execution of the Payment Order begins on the day on which the Payer has made the funds for the execution of the Payment Order available to Fenige. However, if that day is not a Business Day, the Payment Order shall be deemed to have been received by Fenige on the first Business Day thereafter.

12. Fenige will strive to achieve the crediting of the Transaction amount on the Payee's payment account as soon as possible, even within 30 minutes from the moment Fenige receives information from the Website about the submission of a Payment Order, the maximum time for execution of a Transaction is, however, counted until the end of the next Business Day from the moment Fenige receives the Payment Order, i.e. from the date referred to in the paragraph 11 of this section.
13. The Transaction is executed by Fenige according to the Payee's Payment Card number (unique identifier) provided by the Payer, regardless of any other data concerning the Payee that is known or available to Fenige or other payment service providers participating in the Transaction.
14. The Payer's Bank or the Payee's Bank may block, stop or reject the Transaction for security reasons or for other reasons, such as lack of funds in the Payer's account. It is also possible that funds will be blocked in the result of an interrupted or failed Transaction. Fenige will not be responsible for the actions of the Banks in this regard. In the event that it proves impossible to transfer funds to the Payee's Bank, unless other legal reasons prevent it, Fenige will immediately refund the amount of the Transaction to the Payer.
15. Transactions may be executed up to the transaction limits entered by Fenige and indicated in the "Table of Fees and Limits" available on the Website. In the event that only part of the ordered amount of the Transaction exceeds the permissible limit, the entire Transaction will not be subject to execution.
16. Due to the complete execution of the Transaction at the request of the Payer who is a consumer before the statutory deadline for withdrawal from the Single Transaction Agreement, i.e. 14 days from the acceptance of the Terms of Services, the right to withdraw from the Single Transaction Agreement after the execution of the Transaction does no longer apply.
17. The Payer may at any time withdraw the consent to execute the Transaction, but not later than until Fenige receives the Payment Order, at which point the Payment Order becomes irrevocable. In such a case, Fenige shall be entitled to charge a fee for the cancellation of the Payment Order in the amount of the full amount of the Commission due to Fenige for the Transaction to be executed on the basis of such Payment Order.

#### **§ 4 [Refusal or suspension of the Transaction]**

1. Fenige may refuse to execute the Transaction, suspend the execution of the Transaction or block the possibility of commissioning the execution of the Transaction in the future to a given Payer, or in relation to a given Payment Card number, if:
  - a) The Payer violates the provisions of the Terms of Services,
  - b) The Payer failed to provide full, complete, valid or true information and data required to perform the Transaction,
  - c) no positive result of the 3-D Secure Process in relation to the Transaction (if required) was obtained,
  - d) The Payment Card of the Payer or the Payee prevents debiting or crediting the account with funds from the Transaction in accordance with the applicable regulations of the Payment Organisations, it is blocked, cancelled or invalid at the time of the Transaction or if BLIK **[B]** will prevent the execution of the Transaction,
  - e) The Bank of the Payer or the Bank of the Payee or another provider maintaining a payment account for the Payer or the Payee will refuse to execute the Transaction or these institutions will not respond to correct payment messages sent to them,
  - f) this is justified for reasons related to the security of the Transaction, including if Fenige suspects that there is an unlawful use of the Transaction services or an attempt to initiate an unauthorized Transaction,
  - g) Fenige suspects that the Payment Order does not comply with applicable laws, regulations of Payment Organisations or the Terms of Services,

- h) the risk level of the Transaction subject to the Payment Order, according to risk assessment carried out by Fenige or a third party, is deemed unacceptable,
  - i) conditions to withhold or refuse to execute the Transaction under applicable laws related to anti-money laundering and combating the financing of terrorism are met,
  - j) if Fenige receives such a request from a public authority, including law enforcement.
2. Fenige shall not be held liable for damages incurred by the Payer due to non-performance or delay in the execution of the Transaction on the basis of one of the situations indicated above, unless Fenige's liability is provided for by mandatory provisions of law.
3. In the event of refusal to execute the Transaction, after Fenige has already come into possession of the Payer's funds, Fenige shall immediately return to the Payer the amount of the Transaction to the payment account from which the Transaction was executed (or to the payment account from which Fenige received the transfer from the Payer for the purpose of executing the Account-to-Card Transaction **[A]**), except when this is unacceptable under generally applicable law.

### **§ 5 [Commission and fees]**

1. For the execution of Transaction Fenige collects the Commission specified in the "Table of Fees and Limits" from the Payer. This means that the amount of the Transaction charged to the Payer is increased by the amount of the Commission. The commission is charged to the Payer in the same currency as the amount of the Transaction charged to the Payer by Fenige.
2. If the Commission is specified in percentage or fractional form, it is calculated from the value of the Transaction amount.
3. For other activities specified in the Terms of Services, the Payer is obliged to pay Fenige the fees also indicated in the present Terms of Services.
4. The "Table of Fees and Limits" constitutes a part of the Terms of Services and is available to the Payer on the Website. This document also specifies the amount of Transaction limits up to which it is possible to execute them.

### **§ 6 [Liability]**

1. Fenige shall be liable to the Payer on the terms specified in the Act, excluding liability for lost profits.
2. Fenige shall not be liable for non-performance or improper performance of an obligation resulting from an event of Force Majeure.
3. Fenige is not a party and is not responsible for the performance of the agreement for the provision of the PIS service **[A]** and for the issuance of the payment instrument in form of the Payment Card or BLIK **[B]**.
4. The Payer is responsible for the use of Fenige services under these Terms of Services in accordance with the provisions of generally applicable law. In particular, the Payer may not use the Transaction services to pay for goods or services that are illegal to trade or to carry out commercial transactions that violate the rights of third parties.

### **§ 7 [Complaints]**

1. Fenige shall consider complaints submitted by Payers regarding Transactions, including identified unauthorized, improperly initiated, not executed or improperly executed Transactions.
2. The Payer may file a complaint:
  - a) in writing – by mail to Fenige's address or serving it in person at Fenige's registered office,
  - b) in oral form - in person at the Fenige headquarters or by phone: +48 576 140 180,
  - c) in electronic form to the following e-mail address: [complaints@fenige.pl](mailto:complaints@fenige.pl).

3. Complaints concerning unauthorized, improperly initiated, unexecuted or improperly executed Transactions should be submitted immediately after the occurrence of objectionable circumstances.
4. A written complaint shall contain at least:
  - a) data enabling identification of the Payer (name and surname, correspondence address, date of submission of the Payment Order, name and surname of the Payee),
  - b) description of the subject of the complaint,
  - c) determination of the request of Payer,
  - d) indication that the Payer wants the response to the complaint to be sent to their e-mail address – if it is the Payer's will.
5. The complaint should be accompanied by copies of documents (e.g. confirmations of performance or refusal to perform the Transaction) to which the complaint relates.
6. If the data or information provided in the complaint needs to be supplemented for the complaint to be considered, Fenige will ask the Payer to supplement it within the indicated scope and date. In this case, the Payer is obliged to cooperate with Fenige in order to clarify the circumstances of the event they are complaining about.
7. Fenige provides a response to the complaint in paper form or, after agreement with the Payer, on another durable medium (e.g. in electronic form to the e-mail address from which the complaint was submitted).
8. The response to the complaint is prepared and forwarded to the Payer without undue delay, but in no case later than within 15 Business Days from the date of receipt of the complaint. In particularly complex cases that render it impossible to consider the complaint and respond within the deadline, Fenige:
  - a) will explain the reasons for its inability to meet the deadline,
  - b) will indicate the circumstances that still have to be determined in order to consider the case,
  - c) will indicate the expected date of response, but in no case longer than 35 Business Days from the date of receipt of the complaint by it.
9. To comply with the deadlines referred to in the paragraph 8 of the present section, it is enough to send answers before their expiry, and in the case of answers provided in writing – sending it in the post office of an operator designated within the meaning of the Polish Act of 23 November 2012 – Postal Law (Polish: Ustawa z dnia 23 listopada 2012 r. – Prawo pocztowe). In the event of failure to meet the deadlines and conditions under the paragraph 8 of this section, the complaint is deemed to be considered in accordance with the will of the Payer.
10. In the event of acceptance of a complaint resulting in the obligation to return the amount of the Transaction, Fenige shall immediately return the Payer the amount of the Transaction including the Commission to the payment account from which the Transaction was executed (or to the payment account from which Fenige received the transfer from the Payer in order to execute the Account-to-Card Transaction **[A]**), unless Fenige has reasonable and duly documented grounds to suspect fraud, and shall notify the law enforcement authorities in writing about it.
11. If Fenige has not accepted the complaint of the Payer, who is a consumer, and the Payer does not agree with the decision of Fenige, the Payer may apply for mediation to one of the arbitration courts operating at the provincial inspectorates of the Trade Inspection. More information is available on the website of the Polish Office of Competition and Consumer Protection (Polish: Urząd Ochrony Konkurencji i Konsumentów): [https://www.uokik.gov.pl/pozasadowe\\_rozwiazywanie\\_sporow\\_konsumenckich.php](https://www.uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumenckich.php). The Payer may also use an amicable method of resolving the dispute before the Arbitration Court at the Polish Financial Supervision Authority (Polish: Sąd Polubowny przy Komisji Nadzoru Finansowego).

## **§ 8 [Protection of personal data]**

1. Providing personal data to the extent necessary, indicated in § 3 of the Terms of Services, is voluntary, but is a prerequisite for the conclusion and performance of the Single Transaction Agreement.
2. Fenige has the status of a domestic payment institution, which means that it is an obligated institution within the meaning of the AML Act, which as part of its activities is obliged to apply financial security measures to Payers (including identification and verification of their identity) and fulfil other obligations under the AML Act and in this respect also acts as the controller of their personal data.
3. Fenige has appointed a Data Protection Officer, who can be contacted at the following e-mail address: [iod@fenige.pl](mailto:iod@fenige.pl) in matters related to the processing of personal data by Fenige.
4. Fenige processes personal data in order to:
  - a) provide payment services by executing Transactions and performing other activities provided for in the Terms of Services and in the Act (pursuant to Art. 6 sec. 1 (b) of GDPR),
  - b) the implementation of legal obligations in connection with the need to apply appropriate financial security measures and the implementation of other obligations under the AML Act, as well as other obligations specified in the provisions of generally applicable law, in particular the Act or accounting and tax acts (pursuant to Art. 6 sec. 1 (c) of the GDPR).
  - c) establishing, investigating or defending against claims – on the basis of Fenige's legitimate interest, which is the use of the above rights (Art. 6 sec. 1 (f) GDPR).
5. Fenige is entitled to provide information about the Payers' data and the Transactions they have commissioned to the relevant state and regulatory authorities, if such an obligation arises from the provisions of law, including in particular the Act and the AML Act.
6. Personal data may be transferred to the Partner, entities participating in the processing of the Transaction, such as Payment Organisations, the Payer's Bank and the Payee's Bank, as well as IT service providers, telecommunications service providers and customer service providers in order to properly execute the Transaction and handle complaints.
7. The Payers' personal data may be subject to profiling within the meaning of the GDPR in order for Fenige to comply with the obligations imposed on it by the AML Act. In this case the automated processing applies to the person of the Payer and the Transaction ordered by them. The consequence of profiling may be refusal or suspension of the Transaction, blocking the possibility of ordering the execution of Transactions in the future and submitting appropriate notifications to state authorities, as provided for in the AML Act.
8. Each and every person, whose personal data is processed by Fenige has the right to access the data concerning them, the right to rectify, correct, request limitation of processing, transfer, deletion, object to their further processing by Fenige, and in the event of consent to the processing of data, to its withdrawal at any time without affecting the lawfulness of the processing, which was carried out on the basis of consent prior to its withdrawal, by writing for this purpose to the following e-mail address: [iod@fenige.pl](mailto:iod@fenige.pl). However, the exercise of the above rights may not affect the rights and obligations of Fenige set out in the paragraphs 4 b) and c) of the present section.
9. Personal data are processed for the period required to perform the Transaction and to consider possible complaint. In addition, personal data are processed to the extent necessary for accounting, tax purposes and for the purposes of preventing money laundering and terrorist financing for the period resulting from applicable law and to the extent necessary to establish, pursue or defend against claims for the period of limitation of claims under these Terms of Services and for the duration of pending proceedings.
10. Any person, whose personal data is processed by Fenige has the right to lodge a complaint regarding the processing of their data by Fenige with the supervisory authority dealing with the protection of personal data - the President of the Polish Office for Personal Data Protection (Polish: Urząd Ochrony Danych Osobowych).



11. Further information on the protection of personal data as well as on the rules for the use of cookies can be found in the Fenige privacy policy available at <https://www.fenige.com>.

### **§ 9 [Security]**

1. First of all, the payer should apply all security measures indicated to the in the payment card issue agreement and in the BLIK issue agreement **[B]** by the issuers of these payment instruments, in order to safely store these payment instruments. The Payer should also comply with the safety notices and warnings issued by these publishers and provided to them. Notwithstanding the above, Fenige hereby notifies the Payer that in relation to the payment instruments in its possession, as well as personalized or individual passwords, codes, devices, information and data used to order Transactions, they must:
  - a) adequately protect them, including not disclose them to anyone or share Website account logging data or payment instruments used to order Transactions,
  - b) select a login password that is difficult to guess or crack,
  - c) use locks of electronic devices used to order Transactions and appropriate antivirus software updated on an ongoing basis,
  - d) not provide anyone with devices or other materials with saved or visible passwords and codes or other information used to pass the authentication procedure, which could result in an unauthorized Transaction, as well as carefully protect such materials and devices, including not using programs to automatically save passwords on them,
  - e) protect personal data, including documents containing them, from access by unauthorized persons, so that no one can impersonate the Payer during the verification procedure.
2. The Payer undertakes to immediately notify Fenige of the loss, theft, misappropriation or unauthorized access to or use of the payment instrument, as well as the password to the account on the Website, one-time password, telephone and any other data used to verify the Payer and authenticate the Transactions ordered by them, which creates the risk of the Transaction being carried out by an unauthorized person using them. The Payer should submit a notification:
  - a) by e-mail to the e-mail address indicated on the <https://www.fenige.com> website in the tab: contact,
  - b) by phone at the phone number indicated on the <https://www.fenige.com> website in the tab: contact.

### **§ 10 [Change in the content of the Terms of Services]**

1. The present Terms of Services may be amended by Fenige unilaterally at any time.
2. The current content of the Terms of Services is available on the Website.

### **§ 11 [Term the Payer is bound by the Single Transaction Agreement]**

The Single Transaction Agreement in the version approved by the Payer binds the parties only in relation to one, specific Transaction for which it was concluded (which should be understood as the Payer's acceptance of the Terms of Services immediately before ordering this Transaction, if the Transaction was subsequently ordered before the expiry of the session on the device) and for the time of execution of this Transaction, related to its possible return, as well as for the time of considering complaints and disputes in relation to it.

### **§ 12 [Final Provisions]**

1. The technical requirements for the Payer necessary to cooperate with the ICT system used by Fenige are the possession of a device with Internet access enabling the Website to be operated (as described in the technical requirements specified in the Website Terms of

Services) and the possession of active e-mail account. The Payer shall bear all costs related to the transmission of data over the Internet.

2. It is forbidden for Payers to provide unlawful content to the Fenige ICT system, or ones that are violating the principles of social coexistence and good manners.
3. These Terms of Services shall be governed by the laws of Poland. In matters not covered by the Terms of Services, generally applicable provisions of Polish law, and in particular the Act and the AML Act, shall apply.
4. In the event that individual provisions of the Terms of Services are found to be invalid or ineffective in whole or in part for any reason, the remaining provisions of the Terms of Services shall remain in force.
5. Subject to mandatory provisions, the court competent to deal with disputes arising in connection with the Terms of Services is:
  - a) in cases with Payers, who are not consumers, the court competent for the registered office of Fenige,
  - b) in cases with Payers, who are consumers, the court competent for the place of residence of the consumer, and in the case where the action is directed against Fenige also the court competent for the registered office of Fenige.
6. If the Payer is not a consumer, the provisions of the Act, the exclusion of which in relations with entities other than consumers is permissible, shall not apply to it.
7. All questions and notifications regarding the present Terms of Services and the provision of services on their basis should be directed to the Fenige customer service office:
  - a) by e-mail to the e-mail address indicated on the <https://www.fenige.com> website in the tab: contact,
  - b) by phone at the phone number indicated on the <https://www.fenige.com> website in the tab: contact,
  - c) by letter to the address of Fenige's registered office.

The version of the Terms of Services in force from: 27 March 2024.

**TABELA OPŁAT I LIMITÓW DO REGULAMINU USŁUG TRANSAKCJI CARD-TO-CARD, BLIK-TO-CARD ORAZ ACCOUNT-TO-CARD**

**SCHEDULE OF FEES AND LIMITS TO THE TERMS & CONDITIONS OF CARD-TO-CARD TRANSACTIONS, BLIK-TO-CARD TRANSACTIONS AND ACCOUNT-TO-CARD TRANSACTIONS SERVICES**

**I. Tabela limitów kwotowych Transakcji Card-to-Card**

Limit dzienny	Limit miesięczny
Równowartość 5 000 USD według kursu danej Organizacji Płatniczej, w której systemie wydana jest Kart Płatnicza	Równowartość 10 000 USD według kursu danej Organizacji Płatniczej, w której systemie wydana jest Kart Płatnicza

Limit dotyczy Transakcji wykonywanych przy użyciu jednej Karty Płatniczej.

**II. Tabela Prowizji naliczanych od kwot Transakcji Card-to-Card**

	Dla Kart Płatniczych wydanych na terytorium Europejskiego Obszaru Gospodarczego	Dla Kart Płatniczych wydanych poza terytorium Europejskiego Obszaru Gospodarczego
Prowizja	2 % + 0,5 EUR*	2,9 % + 0,7 EUR*

\* Do Transakcji zleczanych w walucie USD doliczana jest dodatkowa Prowizja w wysokości 0,5% od kwoty Transakcji.

**I. Table of transaction limits**

Daily limit	Monthly limit
The equivalent of USD 5,000 according to the exchange rate of a given Payment Organization in whose system the Payment Card is issued	The equivalent of USD 10,000 according to the exchange rate of a given Payment Organization in whose system the Payment Card is issued

The limit applies to Transactions made with one Payment Card.

**II. Table of the Commissions calculated on the amounts of the Card-to-Card Transactions**

	For cards issued in the territory of the European Economic Area	For cards issued outside the territory of the European Economic Area
Commission	2 % + 0,5 EUR*	2,9 % + 0,7 EUR*

\* Transactions ordered in USD currency are subject to an additional Commission of 0.5% calculated on the amounts of the Transactions.