

## Regulations for the provision of services including payment services using the Website provided by Mobilum Pay Sp. z o.o.

### 1. DEFINITIONS

The following capitalized terms in the Terms and Conditions have the meanings ascribed to them below:

<b>Account blocking</b>	suspension of access to the Account, resulting in the blocking of the Customer's ability to submit Payment Instructions;
<b>Working Day</b>	day from Monday to Friday, with the exception of public holidays in the Republic of Poland;
<b>Intermediate Body</b>	an institution other than Mobilum through which the Customer transfers funds to Mobilum for the purpose of executing a Payment Instruction, in particular a bank, a credit institution, a payment institution, a settlement agent other than Mobilum, an entity operating a payment system or payment scheme, an electronic money institution, a financial institution providing funds transfer services, a postal operator, a telecommunications operator;
<b>Customer</b>	means a natural person, or a legal person or an organisational unit without legal personality, to which legal capacity is granted by law, who uses the services provided by Mobilum.
<b>Account</b>	an individual Customer Account, which is a payment instrument for the submission and processing of Payment Orders, whereby Mobilum provides payment services to the Customer based on the Agreement.
<b>KNF</b>	Financial Supervisory Commission;
<b>Mobilum</b>	Mobilum Pay Sp. z o.o. with its registered office in Warsaw, Plac Powstańców Warszawy 2 00-030 Warsaw, Poland, entered into the Register of Entrepreneurs by the District Court for the Capital City of Warsaw in Warsaw, XII Commercial Division of the National Court Register under KRS number: 0000871351, NIP: 5252844237, REGON: 387639618 with a capital of share capital of PLN 3,005,000 paid in full.

<b>Entrepreneur</b>	A customer who is an entrepreneur within the meaning of Article 43(1) of the Civil Code, using the services provided by Mobilum for business purposes.
<b>Regulations</b>	this Regulations for the provision of services w including payment services using the Service provided by Mobilum Pay Sp. z o.o.
<b>Service</b>	an online service site operated by Mobilum where the Customer may place Orders and where Mobilum provides services, including payment services;
<b>Pages</b>	Customer and Mobilum combined;
<b>Payment transaction</b>	means an action initiated by the User to deposit, transfer or withdraw funds.
<b>Contract</b>	A framework agreement for the provision of payment services via the Website provided by Mobilum Pay Sp. z o.o., under the terms and conditions set out in the Terms and Conditions, concluded between Mobilum and the Customer on the basis of the Terms and Conditions;
<b>UUP</b>	Act of 19 August 2011 on payment services;
<b>Proposal</b>	an offer to conclude an Agreement, submitted by an entity applying to become a Customer, on the terms and conditions described in the Rules and Regulations in force as of the date of submitting the Application
<b>Payment order</b>	The Customer's provision to Mobilum containing an instruction to execute a payment transaction;

## 2. SUBJECT MATTER OF THE CONTRACT AND PRELIMINARY PROVISIONS

- 2.1. These Terms and Conditions set out the rules for the provision of payment services by Mobilum to the Customer under the framework agreement for the provision of payment services within the meaning of the PSA and the services of

- provided as part of the Website, constituting services provided by electronic means within the meaning of the Act of 18 July 2002 on provision of services by electronic means.
- 2.2. The services provided by Mobilum as part of the Service, consisting of the execution of Payment Transactions, constitute a money transfer service within the meaning of the PSA.
  - 2.3. The services provided by Mobilum do not constitute banking services and do not involve maintaining a bank account for the Customer within the meaning of banking law.
  - 2.4. As part of the services provided, Mobilum does not maintain a payment account for the Customer within the meaning of the PSA.
  - 2.5. Mobilum declares that it has the status of a small payment institution, entered in the register kept by the FSA under number MIP118/2021. Mobilum is an entity supervised by the FSA in respect of the payment services it provides.
  - 2.6. Mobilum provides services only in the Republic of Poland.
  - 2.7. Each Customer may read the Terms and Conditions free of charge. The Terms and Conditions shall be made available on the Mobilum website at: <http://pay.mobilum.com> in an electronic form that allows it to be stored and reproduced in the ordinary course of business.
  - 2.8. The Customer shall, during the term of the Agreement, be entitled to receive the provisions of the Terms and Conditions and the information set out in Article 27 of the UPP on request. Mobilum is obliged to make the aforementioned information and documents available to the Customer on request in paper form or on another permanent information carrier.
  - 2.9. The rules for the processing of personal data by Mobilum are set out in the Privacy Policy available at <http://pay.mobilum.com>.

### **3. SERVICE AND ELECTRONICALLY SUPPLIED SERVICES**

- 3.1. Mobilum provides services as part of the Service.
- 3.2. As part of the Service, Mobilum provides the following services:
  - a) homepage - a service that allows you to navigate the Website and learn about Mobilum's offerings and information about Mobilum's services,
  - b) Application - a service enabling the submission of an Application and the conclusion of an Agreement under which it is Mobilum that provides payment services to the Customer,
  - c) helpdesk - a service enabling contact with Mobilum
  - d) legal information - a service making it possible to familiarise oneself with legal documents, model contracts and regulations applicable to the Website and services provided by Mobilum.
  - e) Customer Account - a service whereby Mobilum opens an individual Customer Account, which is a payment instrument for the submission and processing of Payment Orders, whereby Mobilum provides payment services to the Customer based on the Agreement.
- 3.3. Access to the Website under the service set out in point 3.2(a-d) shall be available to all Customers. Payment Services, including in particular the service set out in para. 3.2 lit. e, are provided by Mobilum only to Customers who have concluded a valid Agreement with Mobilum in accordance with sec. 4 of the Terms and Conditions.
- 3.4. The Customer shall only be granted access to the Account upon successful conclusion of the Agreement with Mobilum.
- 3.5. In cases defined by law, access to the Account may require strong authentication of the Customer.
- 3.6. The contract for the provision of services by electronic means is concluded between the Customer and Mobilum at the time of:
  - a) The Customer enters the Website and terminates upon leaving the Website - for services accessible to the general public, for which no Contract is required,
  - b) the conclusion of the Contract for the duration of the Contract and shall terminate upon the termination or expiry of the Contract for services for which the conclusion of the Contract is necessary.
- 3.7. The customer, being a consumer as regards services for which the conclusion of a Contract is required, shall have the right to withdraw from the contract for the provision of services by electronic means.

electronically, in accordance with the rules for withdrawal from the Agreement set out in the Terms and Conditions.

- 3.8. An Entrepreneur who is a natural person and who intends to use Mobilum's services for business purposes shall only be entitled to use Mobilum's services and conclude an Agreement if the services and the Agreement are to be of a professional nature for that Entrepreneur arising from the subject matter of his/her business activity.
- 3.9. The materials on the Website are protected by copyright law and industrial property law. The Customer is obliged to respect the legal protection of the materials on the Website.
- 3.10. The Customer shall only be entitled to use the Website for the purposes and to the extent set out in the Terms and Conditions.
- 3.11. The Website, including the functionality of the Account, may also be used to provide other services than those listed in the Terms of Service. The terms and conditions of cooperation between the Parties in this respect shall be governed by separately concluded agreements or regulations.
- 3.12. The use of the Website is possible by means of: a personal computer, a mobile phone or any other similar device allowing the use of an up-to-date Internet browser and providing access to the Internet (minimum technical requirements).

#### **4. CONCLUSION OF THE AGREEMENT**

- 4.1. The Agreement is concluded on the basis of the Customer's Application submitted when the Account is created. The Application may only be submitted via the Website.
- 4.2. The customer may be a natural person with full legal capacity or a legal person who has successfully registered and has an active Account.
- 4.3. When submitting an Application, the Customer is obliged to provide all necessary, truthful data.
- 4.4. With the submission of the Application, the Customer accepts the Terms and Conditions and makes the necessary declarations provided by Mobilum.
- 4.5. Upon acceptance of the Customer's Application by Mobilum, the Customer enters into a Framework Agreement with Mobilum for the provision of payment services within the meaning of the PSA.
- 4.6. Prior to the conclusion of the Agreement as well as during the term of the Agreement, Mobilum may require the Client to provide documents and information necessary for the purpose of fulfilling its obligations relating to anti-money laundering and terrorist financing and verifying the Client's identity.
- 4.7. The Customer will be informed of the acceptance of the offer made in the form of an Application and the conclusion of the Agreement by a message sent to the Customer's e-mail address specified in the Application.
- 4.8. Mobilum may refuse to conclude the Contract for legitimate, legally prescribed reasons, of which it will notify the Customer in the form of a message forwarded to the Customer's e-mail address.
- 4.9. The contract between the Customer and Mobilum shall be concluded in the Polish language.

#### **5. RIGHTS AND OBLIGATIONS OF MOBILUM**

- 5.1. Mobilum is committed to:
  - a) make the Service and the Account available to the Customer under the terms and conditions specified in the Terms and Conditions,
  - b) provide the Customer with the services specified in the Terms and Conditions, including payment services consisting in particular in the execution of Payment Transactions constituting a money transfer service,
  - c) to provide the information required by generally applicable law,
  - d) enable the Customer to use the Account for, among other things, obtaining information on executed Payment Orders and managing other functionalities of the Service.

#### **6. CUSTOMER RIGHTS AND OBLIGATIONS**

- 6.1. The customer is obliged to:
- a) use the Website and your Account only for purposes that are compatible with generally applicable law and in accordance with their intended use,
  - b) to comply with all standards and legal requirements relating to the execution of Payment Orders and the use of the Service,
  - c) protect with particular care any data used for authorisation and login data for the Account, including the Customer's obligation not to make such data available to third parties,
  - d) immediately notify Mobilum of detected irregularities relating to executed Payment Instructions and of cases of theft or loss of data used for authorisation and login data for the Account,
  - e) to keep your data on the Website up to date without delay,
  - f) not to provide unlawful content on the Website,
  - g) perform the other duties set out in the Rules.

## **7. RULES FOR THE EXECUTION OF PAYMENT TRANSACTIONS**

- 7.1. Mobilum, on the basis of the Agreement and the Regulations, enables the Customers with whom it has concluded the Agreement to submit Payment Orders for the purpose of executing a money transfer to the Recipient designated by the Customer.
- 7.2. In order to execute Payment Transactions, the Customer shall transfer funds to Mobilum for the execution of the respective Payment Transaction. The Customer may transfer funds to Mobilum using the methods provided by Mobilum in the Account. In particular, the Customer may transfer funds via Intermediary Institutions in the manner provided by Mobilum.
- 7.3. The Customer may only carry out Payment Orders via the Service via an individual Account.
- 7.4. In order to execute a Payment Order, the Customer is required to provide:
- a) recipient's bank account number,
  - b) the name of the recipient
  - c) the amount and currency of the Payment Transaction
  - d) title of the Payment Transaction
- 7.5. The Customer consents to the execution of the Payment Instruction by correctly authorising the respective Payment Instruction prior to the execution of the Payment Transaction. In order to authorise a Payment Instruction, the Customer selects the option to approve the Payment Instruction. In cases required by law, the authorisation of a Payment Instruction may involve strong authentication of the Customer.
- 7.6. The Customer is entitled to revoke a Payment Order until it is received by Mobilum. In the case of a Payment Transaction initiated by or through a payee with the Customer's consent, once the payee has given its consent to the Payment Transaction, the Customer may not revoke the Payment Order.
- 7.7. The time of receipt of a Payment Instruction is the day on which the Customer has placed funds at Mobilum's disposal for the execution of the Payment Instruction.
- 7.8. Where Mobilum receives a Payment Instruction on a day that is not a Business Day, the Instruction shall be deemed to have been received on the first Business Day thereafter.
- 7.9. A Payment Instruction received on a given day by 9:00 p.m. shall be deemed to have been received by Mobilum on the same day, and a Payment Instruction received after the above hour shall be deemed to have been received on the following Business Day.
- 7.10. Mobilum shall execute the Payment Order no later than the end of the next Business Day after receipt of the order.
- 7.11. The Parties agree that the default value limit for a single Payment Transaction is EUR 10,000. The above limit is variable and its amount depends on the Customer's current risk assessment. W

Based on the Customer's current risk assessment, Mobilum shall be entitled to increase or decrease the value limit for a single Payment Transaction, of which Mobilum shall inform the Customer in each case on a durable information medium prior to the change.

- 7.12. Following the execution of a Payment Transaction, Mobilum provides the Customer with the following information:
  - a) data identifying the Payment Transaction and the payee
  - b) the amount of the Payment Transaction,
  - c) the amount of any charges for the Payment Transaction and, where applicable, their specification,
  - d) if applicable, the exchange rate applied to the Payment Transaction in question,
  - e) the date of receipt of the Payment Instruction.
- 7.13. The Customer may require that the information referred to above be provided or made available periodically, at least once a month, free of charge, in a manner that enables the Customer to store and reproduce the information unaltered.
- 7.14. Payment Orders are executed only in the currencies specified on the Website.
- 7.15. Where applicable, Mobilum shall use the exchange rate specified in the Service when converting.
- 7.16. Mobilum shall provide the Customer with information on the execution of a Payment Transaction via the Account and by email.

## **8. REFUSAL TO EXECUTE A PAYMENT ORDER**

- 8.1. Mobilum may refuse to execute a specific Payment Transaction that does not meet the requirements specified in the Terms and Conditions, as well as in situations defined by law, including on the basis of rulings of competent authorities, regardless of the moment when the prerequisites for refusal are found. Mobilum may furthermore refuse to execute a Payment in the following cases:
  - a) Mobilum becomes doubtful as to the compliance of the Payment with the law, the provisions of the Agreement, the Terms and Conditions or the purpose of the Website,
  - b) Mobilum's failure to receive from the Intermediate Body any Payment Information required by law or necessary for the execution of the Payment Order,
  - c) in the event of a negative risk assessment relating to the execution of a Payment Instruction, including the risk of fraud, extortion or unauthorised use of a payment instrument,
  - d) when the funds or information received by Mobilum in connection with the execution of a Payment Order cannot be identified due to the lack of the required information,
- 8.2. In the event of a refusal by Mobilum to execute a Payment Transaction, Mobilum shall notify the Customer at the earliest possible date, not later than the next Business Day, of the refusal and, if possible, of the reasons for the refusal and the procedure for correcting the errors that caused the refusal, unless such notification is not permitted by law. Information on the refusal of a Payment Instruction shall be communicated via the Account.

## **9. RESPONSIBILITY**

- 9.1. Mobilum shall be liable for the non-performance or improper performance of a Payment Order, pursuant to Articles 144-146 of the PSA.
- 9.2. Where a Payment Instruction is submitted directly by the Customer, Mobilum shall be liable to the Customer for non-performance or improper performance of the Payment Transaction, unless
  - a) The Customer has not given the notification referred to in clause 9.5 of the Terms and Conditions,
  - b) the unique identifier provided by the Customer is incorrect, provided that in such a case Mobilum is obliged to take action to recover the amount of the executed Payment Transaction,
  - c) force majeure has occurred,

- d) the improper execution or non-execution of a Payment Order results from other legal provisions
  - e) Mobilum shall prove that the account of the payee's provider was credited with the amount of the Payment Transaction initiated by the Customer no later than the end of the next business day after receipt of the Payment Instruction.
- 9.3. If Mobilum is liable in accordance with the point above, it shall promptly refund to the Customer the amount of the non-executed or improperly executed Payment Transaction
  - 9.4. In the event of a non-execution or improper execution of a Payment Transaction initiated by the Customer, Mobilum, regardless of its liability as defined in the Terms and Conditions, shall, at the request of the Customer, immediately take steps to trace the Payment Transaction and notify the Customer of the result, such steps being free of charge for the Customer.
  - 9.5. Mobilum's liability for the non-performance or improper performance of a Payment Order shall also include fees and interest charged to the Customer as a result of the non-performance or improper, including delayed, performance of a Payment Transaction.
  - 9.6. Mobilum is not a party to or otherwise covered by the legal effects of the contract that the Customer concludes with third parties and for which the Customer transfers funds by way of payment via the Website.
  - 9.7. Mobilum is not a party to or otherwise affected by the legal effects of the agreement which the Customer concludes with the Intermediate Body, on the basis of which the Customer, via the Intermediate Body, transfers funds to Mobilum for the execution of a Payment Order.

## **10. AUTHORISED AND UNAUTHORISED TRANSACTIONS**

- 10.1. The Customer shall be liable for all authorised Payment Transactions executed during the term of the Agreement.
- 10.2. The Customer may request Mobilum to refund the amount of an authorised Payment Transaction initiated by or through the recipient, which has already been executed, if the exact amount of the Payment Transaction was not specified at the time of authorisation and the amount of the Payment Transaction is higher than the amount the Customer could have expected, taking into account the type and value of the Customer's previous transactions, the provisions of its framework agreement and the circumstances relevant to the case. At Mobilum's request, the Customer shall be obliged to provide factual circumstances indicating that the above conditions have been met. The refund shall cover the full amount of the executed payment transaction. In order to demonstrate the fulfilment of the aforementioned conditions, the Customer may not invoke currency exchange reasons if the reference exchange rate agreed with Mobilum was used to determine the exchange rate.
- 10.3. The Customer shall not be entitled to a refund of the amount of an authorised Payment Transaction if it has given its consent to execute the Payment Transaction directly to Mobilum and information on the future Payment Transaction has been provided to the Customer by Mobilum or the payee, in an agreed manner, at least 4 weeks before the execution date or has been made available to the Customer by Mobilum or the payee.
- 10.4. The Customer may request a refund of an authorised Payment Transaction in the cases described in the Terms and Conditions, within 8 weeks of the execution of the Payment Transaction. Within 10 Business Days from the date of receipt of the request for refund, Mobilum shall either refund the full amount of the Payment Transaction or provide a justification for refusing the refund, indicating the authorities to which the Customer may complain if he or she does not agree with the justification provided.
- 10.5. The Customer shall promptly notify Mobilum of any identified unauthorised, non-executed or improperly executed Payment Transactions. If the Customer fails to make the aforementioned notification, within 13 months from the date of execution of the unauthorised or improperly executed Payment Transaction or from the date on which the Payment Transaction was to be executed, the Customer's claims against Mobilum for unauthorised, non-executed or improperly executed Payment Transactions shall lapse. The notification referred to above may be provided by the Customer in the form of a message

by e-mail to [aml@mobilum.com](mailto:aml@mobilum.com) or by telephone at the telephone number provided on the Website.

- 10.6. Subject to the situations indicated in the Terms and Conditions, in the event of the occurrence of an unauthorised Payment Transaction, Mobilum shall return the amount of the unauthorised Payment Transaction to the payer without delay, but no later than the end of the Business Day following or after the date of receipt of the relevant notification, except in the event that Mobilum has reasonable and duly documented grounds to suspect fraud and informs the authorities appointed for criminal prosecution of this in writing.
- 10.7. The Customer shall be liable for unauthorised Payment Transactions up to the equivalent in Polish currency of EUR 50, determined using the average exchange rate announced by the National Bank of Poland (NBP) in force on the day the transaction is executed, if the unauthorised transaction is the result of the use of access to the Account lost by the Customer or access to the Account stolen, unless:
  - a) The Customer was not in a position to ascertain that access to the Account had been lost, stolen or misappropriated prior to the execution of the Payment Transaction, except where the Customer acted intentionally, or
  - b) loss of access to the Account prior to the execution of a Payment Transaction was caused by an act or omission on the part of an employee, agent or branch of Mobilum or an entity providing services to it as referred to in Article 6(10) of the PSA.
- 10.8. The Customer shall be liable for unauthorised Payment Transactions in full if he has led to them intentionally or as a result of a deliberate or grossly negligent breach of one or more of the obligations set out in clause. 6.1 of the Terms and Conditions.
- 10.9. Once the notification referred to in clause 10.4 of the Terms and Conditions has been made, the Customer shall not be liable for unauthorised Payment Transactions unless the Customer has intentionally caused the unauthorised transaction.
- 10.10. If Mobilum does not require strong authentication of the Customer, the Customer shall not be liable for unauthorised Payment Transactions unless it acted intentionally.
- 10.11. If Mobilum, contrary to its obligation, does not provide adequate means to make at any time the notification referred to in sec. 12.4 of the Terms and Conditions, the Customer shall not be liable for unauthorised Payment Transactions unless the Customer has deliberately led to the unauthorised transaction.

## **11. FEES AND COMMISSIONS**

- 11.1. Mobilum's remuneration for the execution of Payment Orders consists of fees and commissions charged to the Customer, the amount of which is set out in the Table of Fees and Commissions attached as Appendix 1 to the Regulations.
- 11.2. Mobilum shall charge the Customer a fee for the execution of the Payment Order, upon execution of the respective Payment Order.
- 11.3. Before the Customer submits a Payment Instruction, the Customer shall be informed of the total amount of the fees charged, together with an itemisation thereof, the maximum time limit for the execution of the Payment Instruction and the exchange rate, if applicable to the Payment Instruction.

## **12. ACCOUNT USAGE RULES**

- 12.1. The account is activated upon conclusion of the Agreement.
- 12.2. Access to the Account is only possible after logging in to the Website.
- 12.3. With regard to the rules for access and use of the Account, the Customer is obliged to maintain security measures to prevent unauthorised access to the Account by third parties as well as unauthorised disclosure of data. In particular, the Customer is obliged to store the login data for the Account separately from the authorisation data.
- 12.4. If it is found or suspected:



- a) that the Account has been or may have been accessed by an unauthorised person, including as a result of the loss, theft or misappropriation of data enabling access to the Account,
  - b) unauthorised use of the Account,
- The Customer shall immediately notify Mobilum of these circumstances and provide an Account Locking Order.
- 12.5. The notification of Account Blocking referred to above may be submitted by the Customer in the form of an e-mail to [aml@mobilum.com](mailto:aml@mobilum.com) or by telephone to the telephone number provided on the Website. Notification of Account Blocking is free of charge.
- 12.6. Mobilum is entitled to carry out an Account Lockout in the event of:
- a) suspected unauthorised use of the Account,
  - b) legitimate reasons relating to the security of the operation of the Service,
  - c) The Customer will report the loss of access data to the Account or will lose access to the Account,
  - d) in cases specified by law.
- 12.7. Mobilum shall immediately notify the Customer of the blocking of the Account prior to blocking and, if this is not possible, immediately after blocking, unless notification is prohibited by law or notification would be unjustified for security reasons. Information on the blocking of the Account shall be communicated to the Customer at the Customer's e-mail address provided on the Website.
- 12.8. Mobilum shall immediately notify the Customer if it suspects that the security of the Account is at risk or if fraud is suspected through secure communication channels by telephone contact or, if this is not possible, by email.
- 12.9. Mobilum shall unblock the Account once the reasons for the blockage have ceased.

### 13. COMPLAINTS

- 13.1. The customer is entitled to complain about the activities and services provided by Mobilum.
- 13.2. Complaints can be made by the customer in the form of:
- a) in writing to the Company's registered address
  - b) electronically to the e-mail address: [aml@mobilum.com](mailto:aml@mobilum.com) or via the contact form provided on the Website,
  - c) by telephone at the telephone number indicated in the Service or in person for the record at the Company's registered office.
- 13.3. For complaints relating to the payment services provided, Mobilum is obliged to respond immediately, no later than within 15 Business Days of receiving the complaint. In the case of complaints not relating to the payment services provided, Mobilum is obliged to respond promptly, no later than 30 days from receipt of the complaint.
- 13.4. In particularly complex cases which make it impossible to handle a complaint in a timely manner, Mobilum will explain the reason for the delay, indicate the circumstances which need to be determined in order to properly handle the complaint and set an estimated deadline for handling the complaint, which shall not exceed 35 working days from the date of receipt of the complaint - in the case of complaints regarding the payment services provided, or 60 days from the date of receipt of the complaint - in the case of complaints not regarding the payment services provided.
- 13.5. In order for Mobilum to meet the time limit for responding to a complaint, it shall be sufficient for Mobilum to send its response before the time limit expires, or, in the case of responses given in writing, for it to be posted at the post office of the designated operator.
- 13.6. Mobilum is obliged to respond to the complaint in writing or, with the Customer's consent, on a durable medium in the form of an email.
- 13.7. A customer who is a consumer is entitled to use the out-of-court settlement of consumer disputes by the Financial Ombudsman, which is entitled to settle a dispute arising from the Contract between the customer and Mobilum. Detailed information on the procedure is available at [www.rf.gov.pl](http://www.rf.gov.pl). Mobilum also informs about

the possibility of using ODR's online platform, available at: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=PL>.

- 13.8. The competent authority for the supervision of Mobilum is the Financial Supervision Commission, and for the supervision of the protection of consumer rights, the competent authority is the President of the Office of Competition and Consumer Protection.

#### **14. AMENDMENT TO THE RULES OF PROCEDURE**

- 14.1. Mobilum shall be entitled to amend the Terms and Conditions, including all regulations, appendices related to the Terms and Conditions and the Agreement, as well as to change the amount of fees and commissions charged if:
- a) new or amended existing legislation is introduced, or government bodies issue recommendations or interpretations on how the legislation should be applied and the Rules of Procedure adjusted to meet the new requirements, or when
  - b) This change will be aimed at increasing the level of security or protection of personal data,
  - c) this change will be to improve the functionality of the Website, the Account or the services provided by Mobilum,
  - d) it becomes necessary to adapt the Rules to market conditions or technological progress,
  - e) taxes or charges of a public law nature affecting the provision of the service by Mobilum change or arise,
  - f) this is necessary in order to maintain the market competitiveness of Mobilum's services,
  - g) the costs of Mobilum's operations will change significantly, including, in the event of an increase in the costs of services provided to Mobilum by other third-party providers, the costs of operating the infrastructure used to provide the services,
  - h) the manner or scope of Mobilum's services will change,
  - i) Mobilum's Board of Directors will take reasonable, internal decisions affecting the Regulations
- 14.2. Mobilum is obliged to inform the Customer of any changes to the Terms and Conditions. This information must be provided on a durable medium no later than 2 months prior to the effective date of the planned changes.
- 14.3. Any changes to the Terms and Conditions will additionally be published by Mobilum on the Website.
- 14.4. Prior to the expiry of the deadline for an amendment to the Terms and Conditions to take effect, the Customer shall have the right to object to such amendment or to terminate the Agreement without charge, with effect from the date on which the Customer is informed of the amendment, but no later than the date on which the amendment would apply.
- 14.5. If the customer does not object to the changes to the Terms and Conditions, he/she shall be deemed to have agreed to these changes, which shall take effect from the date indicated in the information provided to the customer.
- 14.6. If the Customer objects to the amendment to the Terms and Conditions, the Agreement shall terminate on the day before the planned amendments to the Terms and Conditions take effect.

#### **15. DURATION AND TERMINATION OF THE CONTRACT**

- 15.1. The contract is concluded for an indefinite period.
- 15.2. The Customer may terminate the Contract with one month's notice by sending Mobilum a notice of termination in writing to Mobilum's registered office address or electronically to Mobilum's email address.
- 15.3. Mobilum may terminate the Agreement at two months' notice by sending the Customer a statement of termination in writing to the Customer's postal address or electronically to the Customer's email address.
- 15.4. Mobilum may terminate the Agreement with immediate effect by sending a statement of termination in writing to the Customer at the Customer's postal address or in the form of a

electronically to the Customer's e-mail address if any of the following circumstances arise:

- a) there is a reasonable suspicion that the Customer is carrying out activities in breach of common law,
  - b) The Customer uses the Service for unlawful activities,
  - c) The Customer has grossly breached the Agreement or the Terms and Conditions,
  - d) The Customer has not provided the information that the Customer is obliged to provide under the Agreement or the Terms and Conditions, or if the information provided was untrue,
  - e) FSA another authorised entity has requested the termination or amendment of the agreement with the Client,
  - f) as a result of the verification procedure, as well as on the basis of the analysis carried out at a later stage of the Agreement, in accordance with anti-money laundering and anti-terrorist financing regulations, it has become necessary to terminate the cooperation with the Client,
- 15.5. The contract is automatically terminated in the event of the death or cessation of the legal existence of the Customer.

## **16. RIGHT OF WITHDRAWAL**

- 16.1. The Customer, who is a consumer, shall have the right to withdraw from the Contract without giving any reason within 14 days of its conclusion.
- 16.2. The deadline shall be deemed to have been observed if the declaration is sent before its expiry. The Customer may make a declaration of withdrawal in writing to Mobilum's registered office address or electronically to Mobilum's email address.
- 16.3. A model declaration of withdrawal from the Agreement is attached as Appendix 2 to the Terms and Conditions.
- 16.4. The Customer shall not bear the costs associated with the withdrawal. However, Mobilum may demand payment for the service actually rendered if the performance of the service was commenced with the Customer's consent before the end of the withdrawal period.

## **17. PECIFIC PROVISIONS APPLICABLE TO TRADERS**

- 17.1. The provisions of this section 17 of the Terms and Conditions apply only to Customers who are Entrepreneurs.
- 17.2. The provisions of Article 66<sup>1</sup> § 1-3 of the Civil Code do not apply to Contracts with Entrepreneurs.
- 17.3. The provisions of Section II (excluding Article 32a) of the PSA and Articles 34, Articles 35 - 37, 40(3) and (4), Article 45, Article 46(2) - (5), Article 47, Article 48, Article 51, Article 144 - 146 of the PSA shall not apply to Contracts with Entrepreneurs.
- 17.4. Clauses 3.7, 9.1-9.5, 13.7 and 16 of the Terms and Conditions do not apply to Contracts with Entrepreneurs.
- 17.5. In place of the excluded provisions, the relevant provisions of the Rules shall apply, followed by the other provisions of law, except for the provisions and provisions of the Rules excluded in clauses 17.2 -17.4 of the Rules.
- 17.6. The time limit set out in Article 44(2) of the PSA and paragraph 10.5 of the Rules shall be replaced by the time limit set out in paragraph 17.7 of the Rules.
- 17.7. The Entrepreneur shall promptly notify Mobilum of any unauthorised, non-executed or improperly executed Payment Transactions discovered. If the Entrepreneur fails to make the above notification, within 14 days from the date of execution of the unauthorised or improperly executed Payment Transaction or from the date on which the Payment Transaction was to be executed, the Entrepreneur's claims against Mobilum for unauthorised, non-executed or improperly executed Payment Transactions shall expire. The notification referred to above may be submitted by the Entrepreneur in the form of an e-mail message to [aml@mobilum.com](mailto:aml@mobilum.com) or by telephone at the telephone number provided on the Website.
- 17.8. In the event of a breach of the Contract or the Terms and Conditions by Mobilum, Mobilum undertakes to cover only the actual damage caused to the Entrepreneur, in reasonable

amount, on general principles. Mobilum shall not be liable for any loss of profits or other indirect damage related to the breach of the Contract.

- 17.9. The Entrepreneur undertakes to indemnify Mobilum against claims for damages and all other performances, including contractual penalties and charges in the nature of sanctions, asserted against Mobilum or imposed on Mobilum by other entities, in connection with the Entrepreneur's act or omission, in particular in connection with a breach of the Entrepreneur's obligations under the Terms and Conditions.
- 17.10. To the extent that the exemption from the performance obligation referred to in section 17.9 of the Terms and Conditions is not possible, the Entrepreneur will be obliged to compensate Mobilum for the full amount of the damage suffered.

## **18. FINAL PROVISIONS**

- 18.1. All communication with the Customer shall be conducted in the Polish language. Contact with Mobilum in connection with the provision of payment services, in particular for the purpose of submitting all kinds of notifications and notifications provided for in the Terms and Conditions, is possible by e-mail to [aml@mobilum.com](mailto:aml@mobilum.com), in writing to the address: Plac Powstańców Warszawy 2 00-030 Warsaw, Poland, or by telephone at the telephone number indicated on the Website.
- 18.2. The contract and the obligations arising from it are governed by Polish law.
- 18.3. Any disputes which the Parties fail to resolve amicably shall be settled by the Polish competent court.
- 18.4. These Regulations are effective as of 14.06.2023.
- 18.5. The annexes to the Regulations form an integral part of the Regulations. The annexes to these Regulations are:
- Annex 1 - Table of fees and commissions
  - Annex 2 - Model withdrawal from the Agreement

**Annex 1**

1	Commission for execution of a Payment Transaction - credit transfer order	2% of the value of the payment transaction
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**Annex 2**

Model declaration of withdrawal from a contract for the provision of electronic services

Mobilum Pay Sp. z o.o.  
Plac Powstańców Warszawy 2  
00-030 Warszawa, Poland  
aml@mobilum.com

**STATEMENT  
of withdrawal from the Agreement**

I, the undersigned: .....

Holder of identity card number and series: ..... PESEL number:

.....

Address i location residence: .....

.....

I hereby declare that I withdraw from the Framework Agreement for the provision of payment services through the Website provided by Mobilum Pay Sp. z o.o., concluded on .....

.....

Signature