



Single payment transaction
Terms and Conditions

§ 1**Definitions**

1. Merchant	A retailer or other entity that is a payment recipient, other than a consumer, who is running a shop and has concluded a contract with Conotoxia enabling Conotoxia to handle payments.
2. Cinkciarz.pl	Cinkciarz.pl Sp. z o.o. with its headquarters in Zielona Gora, at Wroclawska 17B Street, 65-427 Zielona Gora, Poland, entered in the register of businesses maintained by the District Court in Zielona Gora, 8th Commercial Department of the National Court Register with the following number: KRS 0000364722, NIP (tax identification number): 9291830388, REGON number: 080465538, email address: kontakt@cinkciarz.pl, acting in the scope of providing Service as an agent of Conotoxia, for and on behalf of Conotoxia.
3. Conotoxia	Conotoxia Sp. z o.o. with its headquarters in Zielona Gora, at at Wroclawska 17B Street, 65-427 Zielona Gora, Poland, entered in the register of businesses maintained by the District Court in Zielona Gora, 8th Commercial Department of the National Court Register with the following number: KRS 0000498818, NIP number (tax identification number): 9291858406, REGON number: 081192479, email address: contact@conotoxia.com, remaining under the supervision of and with licensed permission from the Polish Financial Supervision Authority to provide payment services as a national payment institution, entered into the register maintained by said authority under the following number: IP30/2015.

4. Buyer	<p>Means:</p> <ol style="list-style-type: none"> 1. a customer of the Merchant who purchases goods or services from the Merchant and is the payer for the goods or services purchased in the Store, 2. a customer of Conotoxia ordering a Payment to a Payment Recipient. <p>- whereby the Buyer may be a natural person who has full or limited legal capacity, a legal person or an organisational unit without legal personality. When the Buyer is not a natural person, it is deemed to be represented by a representative authorised to represent the Buyer under the applicable law.</p>
5. Payment Recipient	<p>Being a consumer or a merchant, the intended recipient of a Payment ordered by the Buyer, other than the Merchant.</p>
6. Payment	<ol style="list-style-type: none"> 1. A payment made by the Buyer to the Merchant through Conotoxia to fulfil a monetary obligation arising from a transaction between the Buyer and the Merchant, constituting a single payment transaction within the meaning of the PSA. 2. An order by the Buyer to transfer funds to the Payment Recipient based on a payment request link generated by the Payment Recipient and made available to the Buyer or to an unlimited number of recipients (Accept Payment service).
7. GDPR	<p>General Data Protection Regulation (EU) 2016/679 approved on April 27, 2016, by the European Parliament and the Council of Europe on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Data Protection Directive 95/46/EC (General Data Protection Regulation).</p>
8. Store	<p>Merchant's websites where the Buyer purchases goods and services offered by the Merchant or through the Merchant.</p>

9. Service	A service of accepting payments from the Buyer: 1. for the goods and services sold to the Buyer by the Merchant in the Store through Conotoxia; 2. ordered by the Buyer to the Payment Recipient based on a payment demand link generated by the Payment Recipient and made available to the Buyer or an unlimited number of recipients (Accept payment service).
10. AML Act	Act of 1st March 2018 on counteracting money laundering and terrorism financing (Journal of Laws 2020 item 971 as amended).
11. Payment Services Act (PSA)	Act of 19 August 2011 on Payment Services (Journal of Laws 2020 item 794).
12. Payment order	A Buyer's declaration addressed to Conotoxia containing an instruction to execute a specific Payment.

§ 2

Subject matter of the Single Payment Transaction Terms and Conditions (hereinafter referred to as “the Terms and Conditions”)

- 2.1. Within the scope of the Service, Conotoxia does not maintain a payment account for the Buyer within the meaning of PSA.
- 2.2. Under the Service, the Buyer may use the tools enabling Payment in the Merchant's Store, who has concluded a contract with Conotoxia to provide the Service, or based on the payment link within the Accept payment service.
- 2.3. Conotoxia provides payment services within the meaning of the PSA and is subject to supervision exercised by the Polish Financial Supervision Authority.

§ 3

Concluding transaction

- 3.1. Conotoxia is not a party to any agreements between the Buyer and the Merchant. Conotoxia is not responsible for the performance of the agreements concluded between the Buyer and the Merchant.
- 3.2. In each case, Cinkciarz.pl and Conotoxia are a party to the agreement with the Payment Recipient acting within the framework of the Accept payment service.
- 3.3. The Buyer who wishes to use the Service must provide the following information:
 - 3.3.1. Name and surname,
 - 3.3.2. email address.
- 3.4. The above data of the Buyer entered by them into the Merchant's IT system will be automatically retrieved by Conotoxia from the Merchant. The Buyer is obliged to verify the correctness of these data and correct them if necessary.
- 3.5. If it is not possible for Conotoxia to retrieve the Buyer's data from the Merchant, the Buyer shall complete the above-mentioned data in the form provided by Conotoxia.
- 3.6. Conotoxia is authorised to request other data or information necessary to evaluate the risk of Payments, including the risk of money laundering.
- 3.7. The Buyer, by accepting the Terms and Conditions and providing the data indicated in clause 3.3 above, by means of a form, or as a result of the automatic collection of data from the Merchant in accordance with clause 3.4, enters into an agreement with Conotoxia for the provision of the Service by Conotoxia to the Buyer.
- 3.8. Conotoxia provides the Service based on a Payment Order received from the Buyer, which can be submitted after the acceptance of these Terms and Conditions and providing the data specified in point 3.3.
- 3.9. The moment of receipt of a Payment Order by Conotoxia is understood to be the day on which Conotoxia's bank account is credited with the amount of the Payment. If Conotoxia received a Payment Order on a day which is not a working day for Conotoxia, the Payment Order is understood to have been received on the first working day following that day. Conotoxia provides the Payment to the Merchant immediately after crediting the relevant bank account of Conotoxia.
- 3.10. Conotoxia informs the Buyer about the payment made by a message to the indicated email address.
- 3.11. If the Merchant gives an instruction to return a correctly executed Payment (e.g. as a result of returning the goods) Conotoxia will return to the Buyer the equivalent of the funds returned by the Merchant in the currency that the Buyer transferred to Conotoxia to pay for the originally purchased goods or services. This may

involve currency conversion of the returned funds at the current rate on the day of execution of this instruction by Conotoxia, which may be different from the rate applied to the original transaction, as a result of which the amount of the return may be lower than the amount that the Buyer originally gave Conotoxia to pay for the goods or services. If the Buyer's payment account to which the refund is made is held in a different currency than those on Conotoxia offer, the provider of this account will make a currency conversion at the current exchange rate on the day of the instruction. The above rules also apply accordingly in the case of an instruction to return the amount of the Payment by the Payment Recipient to the Buyer.

§ 4

Powers and duties of Conotoxia

- 4.1.** Conotoxia applies the financial security measures specified in the provisions of the AML Act towards the Buyer.
- 4.2.** Conotoxia may request from the Buyer documents or information necessary for the fulfilment by Conotoxia of its obligations under the AML Act or other statutory obligations imposed on Conotoxia. For this purpose, the Buyer is obliged to provide Conotoxia with the information and documents indicated by Conotoxia.
- 4.3.** Conotoxia assesses the risk level of Buyers intending to make a Payment. Conotoxia may vary the rules for the provision of the Service or subject the provision of the Service to the conditions indicated depending on the Buyer's qualification to a given risk group.
- 4.4.** Conotoxia has the right to charge fees from the Buyer. Conotoxia informs the Buyer in advance of the amount of the fee.

§ 5

Buyer's liabilities

- 5.1.** In relation to the Service, the Buyer is obliged to:
 - 5.1.1.** abide by the Terms and Conditions and not to act in a manner that could cause difficulties or disruption in the provision of the Service;

- 5.1.2. act honestly and fairly, to provide true, complete and not misleading information and to perform their obligations;
- 5.1.3. comply with applicable laws and regulations;
- 5.1.4. use the Service solely for its intended purpose;
- 5.1.5. not violate the legal standards and principles of social coexistence;
- 5.1.6. not infringing Conotoxia's economic copyrights and rights arising from the registration of patents, trademarks, etc.

§ 6

Refusal to execute Payment

- 6.1. Conotoxia may refuse to execute Payment if it does not meet the requirements specified in the Terms and Conditions, as well as in situations specified in the provisions of law, including:
 - 6.1.1. if the obligation to refuse arises by law, including the AML Act;
 - 6.1.2. a reasonable suspicion that the Payment is ordered in violation of or for the purpose of violating or circumventing the law, or is not in accordance with the rules of fair trading, or in the case of a negative assessment of the risks associated with the execution of the Payment.
 - 6.1.3. when the Buyer's provider of the payment account or the issuer of the payment instrument from which the funds originate refuses to execute it.
 - 6.1.4. Payment will not meet Conotoxia's risk assessment principles.
- 6.2. Conotoxia notifies the Buyer of the refusal of Payment as soon as possible and without undue delay, unless the notification is unacceptable or unjustified in terms of risk assessment.
- 6.3. The Service may not be used to accept Payments for goods and services, trading in which does not comply with the applicable law, or which violate the rights of third parties.
- 6.4. Conotoxia is not liable for the non-execution of the Payment, cases of its withholding, blocking of funds or freezing of assets if the performance of these activities was performed in order to comply with the provisions of the AML Act or to comply with the decision of the General Inspector for Financial Information.

§ 7

Complaint procedure

- 7.1.** Complaints regarding the Service can be submitted:
 - 7.1.1.** in writing - by correspondence by post within the meaning of Art. 3 item 21 of the Act of 23.11.2012 - Postal Law (Journal of Laws 2020 item 1041 consolidated text);
 - 7.1.2.** verbally - by phone at the telephone number indicated on the website www.cinkciarz.pl and www.conotoxia.com on the Contact subpage;
 - 7.1.3.** in electronic form - in the form of a message sent to the email address indicated on the website www.cinkciarz.pl and www.conotoxia.com on the Contact subpage.
- 7.2.** The complaint should include at least: the Buyer's details, the amount and date of Payment and its identifier, as well as:
 - 7.2.1.** the Buyer's correspondence address, and if the Buyer applies for a reply to complaints by email - the email address;
 - 7.2.2.** description of the factual status and the basis for lodging a complaint.
- 7.3.** Conotoxia examines submitted complaints without undue delay, no longer than 15 (fifteen) days from the moment the complaint is received. Sending a reply before the deadline is sufficient to meet the deadline. In unusually complicated cases, which do not allow the examination of the complaint and an answer to be given before the deadline, the deadline can be extended. The extension of the deadline is granted after notifying the complainant of the reasons for the delay, the circumstances that must be determined for the assessment of the case and the expected time for its examination and response, not longer than 35 (thirty-five) working days from the receipt of the complaint.
- 7.4.** When processing a Buyer's complaint, Conotoxia may call upon the Buyer to submit to Conotoxia, within a specified period of time, additional information necessary for the proper handling of the complaint.
- 7.5.** Conotoxia informs the complainant how the complaint has been handled and, at the complainant's request, confirms the fact that the complaint has been submitted by the complainant on paper to the complainant's address or, if the complainant chooses to be notified of the response to the complaint on another durable medium by email, to the email address provided.
- 7.6.** If Conotoxia accepts the Buyer's complaint, the refund of the Payment is immediately credited to the Buyer's payment account from which the Payment was made. Along with the return of the Payment, the fee charged by Conotoxia to the Buyer is reimbursed.

7.7. In the event of User being unsatisfied with the method of handling the aforementioned complaint, User is entitled to use the extra-judicial dispute resolution in front of the Financial Ombudsman – more information can be found at <http://rf.gov.pl/>. The Financial Ombudsman is the authorised entity within the meaning of the Act of 23 September 2016 on the extrajudicial resolution of consumer disputes and is competent for Conotoxia (address of the Financial Ombudsman's website www.rf.gov.pl). Moreover, Conotoxia informs User about the European Online Dispute Resolution Platform (ODR Platform) and the possibility of using this platform to resolve disputes. The ODR is available at <http://ec.europa.eu/consumers/odr>.

§ 8

Conotoxia's liability

- 8.1.** In the event of non-performance or improper performance of the Service, Conotoxia is liable to the Buyer under the terms of the law, including the PSA, with Conotoxia not being liable for lost profits or other indirect damages related to the improper performance of the Contract.
- 8.2.** Conotoxia is not responsible for the goods, services and content available in the Store. The exclusive liability towards Buyers for the proper execution of contracts for the sale of goods or provision of services concluded in the Store between the Merchant and the Buyer shall be covered by the Merchant.
- 8.3.** Conotoxia is not responsible for damages incurred by the Buyer due to a refusal to execute Payment.
- 8.4.** The parties are not liable for damages resulting from the occurrence of the events of force majeure.

§ 9

Technical requirements

In order for Conotoxia to be able to provide the Service, it is necessary for the Buyer to have computer equipment (including a telephone) that enables effective use of the Service, with access to the Internet. It is also advisable to use electronic security measures, in particular anti-virus and protection software to prevent unauthorised acquisition of data. The Buyer shall bear all costs associated with the transmission of Internet data.

§ 10

Service security and data processing

- 10.1.** Conotoxia is the Controller of the Buyer's personal data processed to provide the Service and document its performance. Personal data are processed in accordance with the GDPR and the Data Protection Act.
- 10.2.** Conotoxia has designated a Data Protection Officer, with whom contact is possible via email: dpo@pl.conotoxia.com or in the traditional form by sending a letter to the address of the registered office of the Controller with the note „Data Protection Officer“.
- 10.3.** The submission of data is voluntary but is necessary for the provision of the Service by Conotoxia. The Buyer has the right to access the personal data, to rectify them, to data portability, to restrict processing or to erase the data, except for point 10.4 below.
- 10.4.** Conotoxia has the right to refuse to erase the Buyer's personal data if the law requires further processing of these data by the Controller. Conotoxia is authorised to refuse to erase the personal data of the Buyer in the event of a violation by the Buyer of the law or the Terms and Conditions to the extent necessary to document, clarify and identify the persons responsible for the detected violation.
- 10.5.** Conotoxia as a result of receiving information about the case or cases of violation by the Buyer of the law or the Terms and Conditions may process the Buyer's personal data to the extent necessary to determine their liability, within the framework of its legitimate interest, provided that it preserves for evidentiary purposes the fact of obtaining them and the content of these messages. The Buyer has the right to object to such processing.
- 10.6.** The data will be processed for the period necessary to execute the Service, and after that for the period required by law. Further processing of the Buyer's data may be carried out in connection with the legitimate interest of Conotoxia, which is the basis for determining, asserting or defending claims.
- 10.7.** As part of the risk assessment of money laundering and terrorist financing under the AML Act, the Buyer's personal information will be profiled to identify possible cases of money laundering or terrorist financing under the aforementioned Act. Such profiling takes into account, among others, transaction data, citizenship, type of customer, type of business relationship, geographical area, as well as previous activity of increased risk. As a result of such profiling, potentially irregular practices in relation to money laundering or terrorist financing are identified. Any reasonable suspicion of money laundering or terrorist financing may result in the reporting of

the transaction to the relevant public authorities or in the possibility of refusing to execute the transaction. Such a statement may also result in a refusal to conclude the contract with the Buyer in the future.

- 10.8.** The recipients of data shall be entities executing ordered transactions, as well as bodies authorized to receive them under the provisions of law. Entities supporting Conotoxia (suppliers of IT tools), in particular Cinkciarz.pl, may also have access to the data.
- 10.9.** The Buyer has the right to lodge a complaint with the Personal Data Protection Office.
- 10.10.** More information on the personal data processing, including the principles of using cookies, were described in a separate procedure applicable in Conotoxia - Privacy Policy of conotoxia.com web portal.
- 10.11.** Conotoxia is responsible for the deployment and maintenance of secure data transmission channels. Moreover, the data transmission protocols used by Conotoxia ensure the security of Payment and personal data.

§ 11

Final provisions

- 11.1.** All disputes that may arise in connection with the provision of the Service will be solved amicably in the first place. In the case of the absence of such a solution will be settled by a common court of law, according to the jurisdiction set out in the Code of Civil Procedure.
- 11.2.** In the case when particular provisions of the Terms and Conditions are invalid or ineffective in whole or in part for any reason, the remaining provisions of the Terms and Conditions remain in force.
- 11.3.** The law applicable to the Terms and Conditions shall be the Polish law.
- 11.4.** In matters not regulated by the Terms and Conditions, the generally applicable provisions of Polish law and other regulations relating to the activities of Conotoxia apply.